

AGREEMENT

Between the

CUMBERLAND FIRE DISTRICT

CUMBERLAND, RI



AND



CUMBERLAND PROFESSIONAL

FIREFIGHTERS LOCAL 2722

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

July 1, 2016 to June 30, 2019

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1 **ARTICLE 1 – AGREEMENT**

2
3 Pursuant to the provisions of Title 28, Chapter 9.1 of the General Laws of the State of
4 Rhode Island, 1956 as amended, entitled, “Firefighters I Arbitration Act” to provide for the
5 settlement of disputes concerning wages or rates of pay or other terms and conditions of
6 employment of fire departments, this agreement is made and entered into the 8th day of June,
7 2016 A.D. by and between the Cumberland Fire District, (hereinafter called “The District”) and
8 Cumberland Professional Firefighters Local 2722 (hereinafter called “The Union”) or its successor.
9

10 **ARTICLE 2 – RECOGNITION**

11
12 **Section 1:**

13 The Cumberland Fire District recognizes Cumberland Firefighters Local 2722 International
14 Association of Firefighters, AFL-CIO, as the sole and exclusive representative and bargaining
15 agent for all fulltime uniformed Firefighters of the Cumberland Fire District, excepting only the
16 Chief of the Department, for the purpose of collective bargaining relative to wages, salaries,
17 pension, hours and working conditions.
18

19 **Section 2:**

20 The District and Union agree that due the merger in November 2014, the position of
21 Assistant Chief was created. Furthermore, it is agreed that the Assistant Chief is not part of the
22 bargaining unit and upon the existing Assistant Chief’s separation of service, this position will
23 either be eliminated or negotiated with the Union and a member of the current bargaining unit
24 will be promoted to the position of Assistant Chief.
25

26 **Section 3:**

27 The District further agrees not to discharge or discriminate in any way against employees
28 for union membership or activities. It is agreed by the parties that all paid full time firefighters
29 after the effective date of this contract and after a probation period shall be encouraged to
30 become a member of the union and maintain their membership in the union and any new
31 firefighters will be made aware of the clause in this contract and of Rhode Island General Law 21-
32 9.1.5.
33

34 **Section 4:**

35 Probationary firefighters shall be at-will employees and are excluded from the grievance
36 and arbitration provisions of this agreement. Neither a probationary firefighter nor the union on
37 his/her behalf shall be permitted to file a grievance with respect to disciplinary matters, including
38 the termination of his/her employment.
39
40

41 **ARTICLE 3 – UNION SECURITY**

42
43 **Section 1:**

44 The District agrees not to discharge or discriminate in any way against employees for
45 union membership or lawful union activities. All members within the bargaining unit shall and



46 all full time employees hired into the bargaining unit shall, upon completion of their probationary
47 period, become and remain members of Local 2722 in good standing as a condition of
48 employment. The District shall deduct union dues and assessments in accordance with the
49 standard payroll deduction forms as provided to the District by The Union. Any new employee,
50 hired during the life of this agreement shall not be required to become a member of the union,
51 but shall be required to pay to the union an amount of money equal to that paid by members of
52 the union, which amount shall be limited to a sum equal to a members usual and regular dues,
53 initiation fees and general uniform assessments.

54
55

Sections 2 :

56 The Unions shall indemnify, defend, save and hold harmless the District and any of its
57 agents, employees or representatives performing required duties of the District against any and
58 all claims, demands, suits, orders, judgements or other forms of liability, of any nature, brought
59 or issued against the District as a result of the Distirct's compliance with the dues or agency fee
60 deduction provisions of the article, including without limintation, all cost, expenses and counsel
61 fees which may be incurred or imposed upon the District.

62 In the event the District is served notice of any legal action the District shall notify the
63 Local within forty-eight (48) hours.

64

ARTICLE 4 – LEGAL ASSISTANCE AND INDEMNIFICATION

65

66 The District shall provide, at its expense, all legal fees and cost for the defense of a
67 member for actions arising out of their employment for the district. The district shall indemnify
68 any member for any award against them for any settlement on behalf of the member, providing
69 it is determined by a court of competent jurisdiction that the employee as acting within the scope
70 of their authority, under cover of law and/or under the guidelines listed within the district's
71 Standard Operating Guidelines (SOG) and or Standard Operating Procedures (SOP) and rules and
72 regulations.

73

74

75

ARTICLE 5 – MANAGEMENT RIGHTS

76

77 Except as expressly limited by the terms of this agreement, and the duly established past
78 practices between the parties, the district retains all rights and powers held by it previous to the
79 certification of the local as bargaining agent, including, but not limited to, the right to fix and
80 determine the districts operation budget and capital expenditures, to establish rules and
81 regulations, to determine the physical location of the firehouse(s), to determine staffing levels
82 and assignments of individual firefighters, to hire, evaluate, assign, transfer, promote, demote,
83 suspend, discharge or discipline firefighters, to schedule work and in general to determine how,
84 when, where and by whom the duties of firefighters, as determined by the district shall be
85 performed.

86
87



88 **ARTICLE 6 – SENIORITY**

89
90 **Section 1:**

91 A member’s seniority shall be determined by the length of his continuous service as a
92 fulltime paid firefighter on the payroll of the district. In the event that more than one (1)
93 firefighter would otherwise have the same seniority, the firefighter who scored highest on the
94 district’s entrance examination shall be deemed senior.

95
96 **Section 2:**

97 At the end of a twelve (12) month probationary period and upon his/her appointment as
98 a firefighter, seniority shall be retroactive to the date of hire at which time he is eligible to join
99 the union. Accurate and up to date seniority lists shall be posted in each station prior to June 1st
100 of each year.

101
102 **Section 3:**

103 Any member who terminates his employment and is reemployed by the district shall be
104 placed at the bottom of the seniority list.

105
106
107 **ARTICLE 7 - TEMPORARY SERVICE OUT OF RANK**

108 **Section 1:**

109 Members of the Cumberland Fire District, up to and including the rank of Deputy Chief,
110 who are ordered to assume the responsibility of a higher rank, shall be compensated for this
111 service including holiday pay if the member must work out of rank on a holiday.

112
113 **Section 2:**

114 Members with 5 years of full-time experience with the approval of the Chief or his/her
115 designee may serve in an acting officer capacity when the regular shift officer is out. Acting
116 officers shall be decided by seniority on the shift. If the senior member of the rank in question,
117 declines acting officer, the next member in seniority will be offered the position. If all decline the
118 least senior member shall be ordered to be acting officer if qualified.

119
120 **Section 3:**

121 Members hired after January 1, 2016, to be considered an acting officer the member must
122 be NFPA 1021 (Fire Officer) and NFPA 1041 (Fire Instructor) certified or successfully take and pass
123 the department’s Lieutenant Examination with a test score of seventy (70) or higher.

124
125
126 **ARTICLE 8 - PROMOTIONAL VACANCIES**

127 **Section 1:**

128 When an officer’s position is vacated, the District agrees to appoint an acting officer, with
129 differential pay at the appropriate rate, within two (2) weeks of the vacancy. The appointment
130 shall be made from the appropriate promotional list using the #1 ranked member on the list as
131 specified in Article 9. If there is not a current promotional list in effect, the appointment will be

132 made from the most previous appropriate list using the most senior member that took that
133 promotional exam. That member shall be assigned to the acting officer's position until a new
134 promotional list is established.

135

136 **Section 2:**

137 Firefighters must be permanent firefighters for no less than five (5) years to be eligible for
138 promotion to the rank of Lieutenant.

139

140 **Section 3:**

141 Only Lieutenants shall be eligible for the rank of Captain.

142

143 **Section 4:**

144 Lieutenants with more than 10 years of service (total service to department) and Captains
145 shall be eligible for the rank of Deputy Chief.

146

147

148

ARTICLE 9 - PROMOTIONAL PROCEDURE

149

150 **Section 1:**

151 All promotions to the ranks of Lieutenant, Captain, and Deputy Chief shall come from the
152 ranks of the full-time career members of the CFD. Should the District determine additional ranks
153 or positions shall be created under the rank of Chief of Department, the promotional procedure
154 and selection process for the same shall be by agreement between the Union and the District.

155 1. Examination notice will be posted at all stations of the CFD on the same day, along
156 with a job description and a reference list for study.

157 2. One copy of source material on each reference list shall be provided in each
158 station for the use of employees preparing to take such examinations. Study
159 materials are not allowed to be removed from the station. Any changes to the
160 study materials for an upcoming promotional exam (including edition changes)
161 will be made and posted a minimum of one hundred twenty days (120) prior to
162 the date of examination. For the purposes of this article, 'current edition' shall be
163 the edition existing as examination material one hundred twenty (120) days prior
164 to the exam date.

165 3. Examination materials for the Lieutenant's exam shall be: IFSTA Essentials of
166 Firefighting (current edition) and IFSTA Company Officer (current edition).

167 4. Examination materials for the Captain's exam shall be the Lieutenant's
168 examination material and ICMA 'Effective Supervisory Practices' (current edition).

169 5. The Deputy Chiefs' examination materials will be the Lieutenant's examination
170 materials, the Captain's examination materials, and John Norman's 'The Fire
171 Officer's Handbook of Tactics' (current edition).

172

173 **Section 2:**

174 Candidates must notify the Chief, in writing that they will take the exam within fifteen
175 (15) days of posting. Examinations will be given no less than ninety (90) days after the posting



176 date. Candidates who fail to appear for the exam will not be allowed to retest or make up the
177 exam.

- 78 1. Eligibility: As specified in Article 8
- 179 a. Lieutenants with a minimum of ten (10) years full time continuous
180 employment for the CFD at the time of the test and Captains shall be
181 eligible for the Deputy Chiefs position.
- 182 b. Lieutenants shall be eligible for Captains position.
- 183 c. Full time firefighters with five (5) years full time continuous employment
184 on the date of the test as a firefighter for the CFD shall be eligible for the
185 Lieutenants position.
- 186 d. The union and the district recognize that as a result of the merger of the
187 four previously existing fire districts in the Town of Cumberland into the
188 CFD, the eligibility requirements will include members whose continuous
189 employment may include those former districts up until June 30th, 2025.
190 Further, the union and the district agree that eligibility is limited to full-
191 time career members of the department, and continuous employ of the
192 district or former districts length of service shall be determined by full-time
193 career employment only.

194
195 **Section 3:**

196 Exams will include a written test. The passing mark for the written test shall be a minimum
197 of seventy (70) percent of the questions being correct. Only those passing the exam will be
198 allowed to continue the examination process. Those who do pass will be notified by the Fire
99 Chief.

200
201 **Section 4:**

202 A final score will be calculated by adding the following points to the candidates test score:

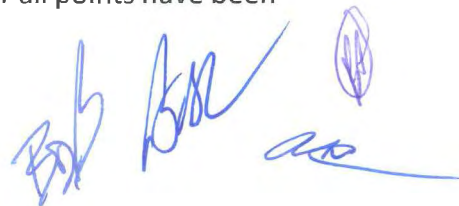
- 203 a. Seniority points: Seniority points shall consist of one (1) point for each
204 completed year of full time service with the CFD or one of the former Fire
205 Districts that were merged into the CFD. (See section 1-d. of this article)
- 206 b. Education points:
- 207 I. Associates' degree: 2 point
- 208 II. Bachelors' degree: 3 points
- 209 III. Master's degree: 4 points

210
211 For multiple degrees, points shall be given for highest degree only. For the
212 purposes of this paragraph, the eligible credits or degrees shall be in Fire Science,
213 Emergency Management, or Public Administration curriculum programs and shall
214 be from an accredited institution and provable.

- 215 c. NFPA certifications successfully completed with an accredited academy or
216 agency and provable: .25 points each. The maximum number of points
217 allowed under this paragraph shall be two (2) points.

218 **Section 5:**

219 A final eligibility list in order of finish, ranked by final score, shall be established and
20 posted, within 14 days of completion of the process. In the case of a tie after all points have been



221 awarded, ranking will be by seniority. All rankings are final and there shall be no appeal process,
222 except for computational error (see paragraph 10). Notifications of final test results will be sent
223 to the union president.

224

225 All tests shall fall under the following guidelines:

- 226 a. Be multiple choice.
- 227 b. Be written and provided by a third party both the Union and District agree
228 upon. An answer key will be provided for the correction of the
229 examinations.
- 230 c. Results will be announced to the Union and The District at the same time,
231 date and location.
- 232 d. All positions shall be filled from the appropriate promotional list within
233 thirty (30) days after the vacancy occurs. All promotions shall be made
234 from the top employee on the promotional list. Should that member
235 refuse, the next listed member shall be offered the promotion. The
236 member refusing shall not lose his or her position on the list for the
237 duration of the list.

238 **Section 6:**

239 Personnel taking promotional examinations may review their test one (1) time with a two
240 and one-half (2.5) hour maximum time limit. The review period shall last fourteen (14) days.

241

242 **Section 7:**

243 There shall be a promotional list for all ranks at all times. Promotional examinations shall
244 be given when no appropriate promotional list is in effect. All promotional lists shall last for a
245 two (2) year period. In the event a member is not promoted during the two-year period, and
246 the promotional exam materials are unchanged, a member will have the option to have his or
247 her promotional score carried over to the next promotional list. Placement in rank on the
248 successive list will be by the member's original score with additional seniority points awarded.
249 Members shall have the option of re-testing in successive promotional exams. Retesting shall
250 vacate previous test score carry-over.

251

252 **Section 8:**

253 In order to provide for the security of testing materials prior to the examinations the
254 following procedures shall be followed:

- 255 a. Upon arrival of testing materials at the District's headquarters, the testing
256 materials shall remain sealed in the original package.
- 257 b. A representative from the Union (not taking an exam) and a representative
258 of the District shall unseal the package and check the materials for
259 accuracy. The number of exams and answer keys shall be noted. All
260 materials shall be returned to the package, the package shall be resealed,
261 and the representatives shall initial the seals.
- 262 c. The examination materials package shall remain sealed until the day of the
263 exams when it shall be opened at the testing site after the respective
264 representatives ensure the integrity of the seals. The number of exams
265 and answer keys contained in the package shall be verified.



266 d. The District and the Union shall correct the candidates' examinations at
267 the testing site at the completion of the examination. In the event the
'68 District desires to return the original examinations to the originator for
269 administration (certification of examination scores), after correcting the
270 exams at the testing site, the union and the district will together copy all
271 answer sheets prior to sealing and shipping the package to the originator.
272 The copies will be securely retained so as to maintain a record of the
273 examination in the event the original answer sheets are lost in shipment.
274

275 **Section 9:**

276 Any member who is on Injury on Duty status or on sick leave or leave without pay must
277 receive a doctor's note stating they are fully fit for duty before they can receive the higher pay
278 scale of a promotion.
279

280
281 **ARTICLE 10 – DUTIES**
282

283 **Section 1:**

284 The principal duties of the members of the fire department shall consist of the prevention,
285 control and extinguishing of fires, first aid and general public aid, together with the necessary
286 administrative and fire related services functions as determine by the district and assigned by the
287 Chief of the Department, including those presently conducted by the fire district. This will include
288 items included in the standard operating procedures. Administrative duties do not include
.89 collection of tax money or checks.
290

291
292 **ARTICLE 11 – RULES AND REGULATIONS**
293

294 **Section 1:**

295 The rules and regulations promulgated and revised from time to time by the district shall
296 be available in writing for examination by district personnel.
297

298
299 **ARTICLE 12 – WORK SCHEDULE**
300

301 **Section 1:**

302 The work schedule for the members shall be a platoon system consisting of four (4)
303 platoons, 1 through 4. The work schedule shall consist of one (1) twenty-four (24) hour shift,
304 07:00 to 07:00, one (1) twenty-four (24) hour day off, one (1) twenty-four (24) hour shift, 07:00
305 to 07:00, followed by five (5) consecutive twenty-four (24) hour days off. The average work
306 schedule shall consist of a forty-two (42) hour workweek.
307

308
309
310



311 **Section 2:**

312 Deputy Chiefs shall be scheduled on duty for days consisting of four (4) ten (10) hour day
313 shifts with said shifts scheduled Monday through Friday from 07:00 to 17:00 hours for a forty
314 (40) hour workweek. A member assigned to this schedule shall have the option of which day
315 during the week he/she will not work, including holidays listed in Article 33. The Deputy Chiefs
316 shall notify the Chief of the Department of the flowing week's schedule seven (7) days in advance.
317
318

319 **ARTICLE 13 – BID SYSTEM**

320
321 **Section 1:**

322 **RIGHT TO BID:** All employees assigned to the four platoon system shall be allowed to
323 select station and platoon assignments based on seniority. Employees may exercise their right
324 to select station and platoon assignments whenever:

- 325 1. A vacancy occurs
 - 326 2. Additional firefighter / EMT positions are added to the district
 - 327 3. An existing position becomes vacated or available for whatever reason.
- 328

329 **Section 2:**

330 **SENIORITY FOR BIDDING:** Seniority for all bidding positions will be from the date of
331 appointment to the current Cumberland Fire District or one of the former six (6) fire districts of
332 Cumberland. (Ashton, Valley Falls, Berkeley, Cumberland, Cumberland Hill or North Cumberland)
333 In all instances, in the event that more than one employee is appointed on the same date, the
334 employee appearing the highest order on the eligibility list shall be senior.
335

336 **Section 3:**

337 **INITIAL BID:** On or about September 15, 2015, the executive board of local 2722 shall
338 convene an initial bid. All members within each rank under Deputy Chief will participate in the
339 bid. The bidding order will be by rank and seniority. All positions will be considered vacated at
340 the opening of the initial bid process. Captains shall bid first (each company/house shall have a
341 Captain. Each platoon shall have a Captain. The first Captain will choose from one of the four (4)
342 station/houses and one of the four (4) platoons. Each successive Captain shall then have a choice
343 of the remaining station/house and platoon combinations that do not have a Captain assigned
344 until each station/house and each platoon has a Captain assigned.) Lieutenants shall bid next
345 (each remaining platoon on each company not filled with a Captain will be filled by a Lieutenant
346 as company officer until all remaining platoon company officer positions are filled) and
347 firefighters shall bid next (two (2) firefighters on each company on each platoon)
348

349 **Section 4:**

350 **PROBATIONARY EMPLOYEES EXEMPT:** Probationary employees shall be exempt from
351 the bid process and may be temporarily assigned to a shift, platoon, or position until the
352 employee has completed probation. The Chief of the department shall have the authority to
353 transfer probationary firefighters, as he deems necessary for training and evaluation. If a
354 probationary employee is assigned to a platoon, shift, or position, that does not preclude a more
355 senior member from bidding to that position, thus forcing the probationary member out of said



356 position. Once the employee has completed probation, the chief shall notify the union of such,
357 and the union shall convene a bid session to fill any new or vacant positions.

358

359 **Section 5:**

360 **RIGHT TO BID WHILE ON LEAVE:** Any member, who is out of work due to an injury or
361 illness, or any form of leave, may bid for any open position if so qualified. The said member shall
362 not forfeit or lose any seniority benefits on a "job-related" injury or illness status. A member, on
363 leave out-of-Town, in extreme instances where attendance is impossible, may elect to bid via
364 electronic means and all reasonable accommodations will be made to facilitate the member's bid
365 opportunity.

366

367 **Section 6:**

368 **ANNUAL LIMITED BID:** In addition to the vacancy bid, on even years an annual limited
369 bid shall be held during the first week of December of each year for voluntary bidding. In the
370 month of November on every odd year, (example 2017) the local will take a vote to determine
371 whether a day one bid or limited bid will be held on the first week of December. These transfers
372 will be completed by January 15th. Within five (5) days of the annual bid, Local 2722 shall notify
373 the Chief of the outcome of said bid. When movement or transfer is voluntary and not a "forced
374 transfer" as a result of a promotion, staffing increase, or new assignment, the district will not be
375 required to pay overtime. In the event a member is forced to transfer, the district will provide for
376 a minimum of 4 days off for said members affected. The local agrees that for the first year of the
377 contract the "Annual Limited Bid" will be skipped and resume in December 2016.

378

379 It is required that any member wanting to transfer in a limited bid year must notify the
380 Chief of the Department in writing by November 1st of that yea.

381

382

383 **ARTICLE 14 – SUBSTITUTIONS**

384

385 Members shall be permitted to arrange for a substitute to take their place for part of or
386 all of any shift of their regular workweek (see Article 12), excluding overtime shifts. Members
387 who make the substitution are responsible for this coverage. Both members who are involved in
388 the substitution are required to endorse and submit a shift substitution form.

389

390

391 **ARTICLE 15 - SPECIAL DETAILS**

392

393 **Section 1:**

394 Definition: a "Special Detail" is any event that requires the presence or duties of members
395 of the Cumberland Fire District where the funding for Cumberland Fire District manpower
396 originates outside of the Cumberland Fire District budget.

397

398 **Section 2:**

399 The assignment to a "Special Detail" shall be through use of the posted "Special Detail
400 List".



401 **Section 3:**

402 The rate of pay for "Special Details" shall be equal to the hourly rate for "non-civic" details
403 in use by the Cumberland Police Department for the current contract year. A current hourly rate
404 will be provided by the Union President contacting the Cumberland Police Department. Details
405 requested after 6:00pm the night prior to the date needed will result in the use of the CPD
406 "emergency rate" (Time and a half detail rate)

407
408 **Section 4:**

409 Any firefighter injured while on a special detail shall be entitled to the same rights,
410 privileges and benefits as if that firefighter were injured performing his/her duties for the
411 Cumberland Fire District, and shall be subject to all rules and regulations of the Cumberland Fire
412 District.

413
414
415 **ARTICLE 16 - COURT TIME**

416
417 All employees covered by this Agreement, who are required to make a court
418 appearance or court attendance in relation to the District affairs and which court appearance or
419 attendance is required as duty of the employee as a member of the Cumberland Fire District,
420 shall be entitled to receive their normal compensation if said appearance is on the employee's
421 regularly scheduled shift, and to receive additional compensation at the rate of time and one-
422 half (1 ½) for all the time spent on such court appearance, if not on said employee's regularly
423 scheduled shift, with a minimum of four (4) hours for said appearance in the latter instance. All
424 court attendance and witness fees shall be paid into the general fund of The District.

425
426
427 **ARTICLE 17 - TRAINING SCHOOLS AND SEMINARS**

428
429 Any department personnel who are required by the Chief of the Department to attend a
430 Training School or Seminar on his off duty time shall be compensated at the rate of time and one-
431 half (1 ½) for a minimum of four (4) hours. Notice of training schools and seminars received by
432 The District shall be posted within twenty-four (24) hours after receipt.

433
434
435 **ARTICLE 18 - PROTECTIVE GEAR**

436
437 **Section 1:**

438 Each new firefighter shall be provided one new set of the following gear approved by
439 NFPA:

- 440 1. Personal protective clothing in compliance with NFPA standards for structural firefighting
441 and manufacturer's instructions
- 442 2. SCBA Air Pack Mask with prescription eyeglass kit if required.
- 443 3. Leather firefighting Boots in compliance with applicable NFPA standards for structural
444 firefighting and manufacturer's instructions
- 445 4. Fire Helmet



- 446 5. Face Shield and Goggles
- 447 6. Firefighting and extrication gloves
- 448 7. Portable handheld radio and battery
- 449 8. Personal Flashlight and battery (charger to be supplied at each station)

450

451 **Section 2:**

452 Department personnel who leave the employ of the District must turn in their gear upon
453 separation. The District shall reissue as soon as practicable similar protective gear to replace that
454 which is worn, destroyed, or mutilated as a result of normal wear and tear or as a result of
455 destruction in the line of duty, and upon the surrender by the employee of such protective gear.

456

457 **Section 3:**

458 Effective July 1, 2017 once the current set of radios (in use and spares) are reduced to an
459 amount less than the full complement of members the District may elect to assign radios to riding
460 positions rather than replace.

461

462

463 **ARTICLE 19 - UNIFORM ALLOWANCE**

464

465 The clothing allowance for all members of the fire department covered by this contract
466 shall be as follows (annually): \$900.00 paid on the first pay period of August each year. This
467 payment shall be paid annually. Payments shall be in a check separate from the regular payroll
468 check.

469

470 In the event a member is out I.O.D. or out on sick leave for 180 days or more in a contract
471 year, the following year shall see the uniform allowance reduced by the percentage of time out.

472

473

474 **ARTICLE 20 - PERSONNEL FILES**

475

476 Members shall have reasonable access to their own personnel files.

477

478

479 **ARTICLE 21 - GRIEVANCE PROCEDURE**

480

481 **Section 1:**

482 Alleged grievances of member(s) of Local 2722 of the Cumberland Fire Department
483 regarding wages, rates of payment, working conditions or other terms and conditions of
484 employment arising under this Agreement or in connection with the interpretation thereof shall
485 be handled in accordance with the following grievance procedure:

486

487 **Section 2:**

488 The Cumberland Fire Department local 2722 and the individual member or the Union
489 President (or designee) on behalf of a group of members of the Cumberland Fire Department
490 local 2722 shall present a grievance in writing within twenty (20) days of either party having

491 knowledge of the incident to the Chief of Fire Department, or his duly appointed representative
492 in the event the Chief of Fire Department is absent from his normal duties. Within twenty (20)
493 days after the receipt of said grievance, the Chief of Fire Department or his duly appointed
494 representative shall discuss the grievance with the aggrieved members of the local and a local
495 2722 representative. After said meeting the Chief of the Fire Department may issue a written
496 answer to the grievance. If no decision is received from the Chief of Fire Department or his duly
497 appointed representative within the time specified during said meeting, and the time has not
498 been extended by mutual agreement of the Chief, the grievant or the Union, the grievance will
499 be deemed to have denied.

500

501 **Section 3:**

502 If a resolution is not agreed to in the above sections, the Local 2722 may submit a request to
503 meet with the Chairman of the CFD Fire Committee within seven (7) working days from the end of the
504 Section 2-time line. Once the Local and the Chairman of the CFD Fire Committee have met; the
505 Chairman may render a decision within five (5) business days. Absent a decision the grievance will be
506 deemed to have been denied.

507

508 **Section 4:**

509 If the grievance cannot be resolved, either the Cumberland Fire Fighters Local 2722 or the
510 Cumberland Fire Department may request assignment of an arbitrator by the American Arbitration
511 Association to serve as chair of a three-member arbitration panel with one member selected by the
512 Cumberland Fire Department and one member selected by Local 2722. The rules of the American
513 Arbitration Association shall be followed by the panel in rendering its decision.

14

515 **Section 5:**

516 The decision handed down by a majority of the panel shall be binding upon the parties
517 hereto.

518

519

520

ARTICLE 22 – ARBITRATION

521

522 **Section 1:**

523 If agreement cannot be reached via the procedure set forth in the Article 21 on any
524 grievance, the grievance may be referred to arbitration. Either party will give written notice. The
525 parties shall endeavor to select an impartial arbitrator by mutual agreement; but in the absence
526 of such agreement within seven (7) calendar days after receipt of such notice, the matter shall
527 be referred to the American Arbitration Association for selection of an arbitrator and arbitration
528 proceedings in accordance with its Voluntary Labor Arbitration Rules. The fees and expenses of
529 the impartial arbitrator shall be born equally by both parties.

530

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535 **ARTICLE 23 –SAFETY**

536
537 **Section 1:**

538 It is in the interests of both parties to this agreement that the equipment used and
539 practices followed in the discharge of duties of the Firefighters conform to the N.F.P.A. 1500 or
540 other applicable standard of safety

541
542 The Chief or his designee shall create a NFPA 1500 - compliant Health and Safety
543 committee (H & S comm.) The H & S committee will serve as an advisory group to the Chief of
544 the department.

545
546 The Chief of the department shall be advised of any unsafe equipment or practices
547 promptly. Unsafe equipment or practices reported and not corrected shall be grieved in
548 accordance with the provisions of ARTICLE 21 contained herein.

549
550
551 **ARTICLE 24 - MINIMUM MANPOWER**

552
553 **Section 1:**

554 There shall be a minimum of twelve (12) firefighters scheduled, on duty, and able to
555 respond. The district reserves the right, with Chief of Department approval, to leave the first sick
556 call empty for the day shift as it will be covered by a Deputy Chief.

557
558 **Section 2:**

559 There will be a minimum of three (3) firefighters per apparatus on duty at all times. This
560 does not prevent the Company Officer from detailing one (1) member to another piece of
561 apparatus for a special call (example: brush fire with brush truck) special detail or other
562 department related/sanctioned activity.

563
564 **Section 3:**

565 At no time will there be more than one (1) probationary firefighter assigned to an
566 individual apparatus at one time.

567
568 **Section 4:**

569 In addition, there shall be three (3) Deputy Chiefs on duty for the day shift and designated
570 as the 5th Platoon, to perform Administrative, Operations, and/or Fire Marshal duties as assigned
571 by the Chief of the Department.

572
573 **Section 5:**

574 There shall be one captain and three lieutenants (company officers), and eight firefighters
575 assigned to each platoon. There shall be four companies (engine or ladder) manned at all times.
576 There shall be a minimum of one company officer or acting officer and two firefighters on duty
577 for each of the four companies (engines or ladders) at all times. The following is the table of
578 organization per platoon. (Physical locations of the companies is at the discretion of the district



579 and companies are noted and locations may be changed without altering the intent of this
580 section.

581

- 582 1. One company officer (captain or lieutenant) and two firefighters on Truck 1
- 583 2. One company officer (captain or lieutenant) and two firefighters on Engine 1
- 584 3. One company officer (captain or lieutenant) and two firefighters on Engine 4
- 585 4. One company officer (captain or lieutenant) and two firefighters on Engine 5

586

587

ARTICLE 25 - LIFE INSURANCE

588

589 The Union shall be responsible for providing life insurance for all active members. The
590 District will pay to the Local one hundred fifty (\$150.00) Dollars per member payable on August
591 1st of each year after invoicing in lieu of providing life insurance.

592

593

594

ARTICLE 26 - TUITION REIMBURSEMENT

595

Section 1:

597 The District agrees to budget \$18,000.00 per year for use to reimburse members of this
598 agreement attending for books and tuition at an Accredited University or College. Members must
599 be enrolled in a one of the following degree programs:

600

601

602

603

604

605

606

Section 2:

607 The District will allocate \$9000 of the budgeted amount for the Summer Session and Fall
608 Semester and the remaining \$9000 for the Spring Semester. In the event the full amount is not
609 used in the Fall Semester it will be carried to the Spring Semester.

610

611

612

613

Section 3:

615 Members shall show proof of a passing grade and proof of payment in order to be
616 reimbursed for expenses.

617

618

Section 4:

619 Incentive Pay for members holding a Bachelor's or Associate's degree will be paid in a
620 separate check in the 1st pay period of August.

621

622

623



624 **Section 5:**

625 Members who possess a Bachelor's Degree in Fire Science shall receive an annual
626 incentive payment of \$1,000.00. Upon meeting the graduation requirements of a Bachelor's
627 degree the member agrees to continue employment with the fire district for three (3) years.
628 Failure to do so will result in the member reimbursing the district for all costs borne by the district
629 associated in obtaining the Bachelor's Degree. All members hired after 07/01/2016 will receive
630 \$500.00 for holding an approved Bachelor's Degree.

631
632 **Section 6:**

633 Members, hired prior to 07/01/2016 who possess an Associate's Degree in Fire Science
634 shall receive an annual incentive payment of \$500.00.

635
636 **Section 7:**

637 Members separating employment with the district that have at least twenty (20) years of
638 service, will not be required to reimburse the district.

639
640 **Section 8:**

641 Upon reimbursement by the district, the member will also receive a statement
642 summarizing costs borne by the district to date for the individual.

643
644
645 **ARTICLE 27 – PAYROLL**

646
647 The pay period shall be Sunday through Saturday. The Cumberland Fire District agrees
648 that the weekly paychecks shall be available on the following Thursday at 12:00PM.

649
650
651 **ARTICLE 28 – OFF DUTY RESPONSES**

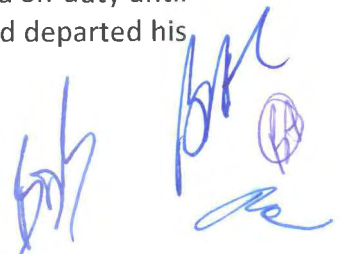
652
653 **Section 1:**

654 Any bargaining unit members who, when requested by the district, responds "off-duty"
655 in any capacity to any emergency call of the District shall be deemed "on-duty" for the purposes
656 of rights and benefits under this Agreement. Request notification by the district shall include:

- 657
658 1. Tone-out by radio and pager system (as described by agreement with the local)
659 2. Verbal request (face to face)
660 3. Phone or electronic means
661 4. Other means

662
663 **Section 2:**

664 Any member held over beyond his or her normal shift will be compensated at the rate of
665 time and one-half (1 ½) his or her hourly rate for actual hours worked for all time beyond said
666 shift period, with a fifteen (15) minute minimum. That member shall be considered on-duty until
667 such time as he or she is relieved by on-coming personnel and has returned to and departed his
668 or her duty station.



669 **Section 3:**

670 For Calls related to:

671

- 672 1. Drivers for the Rescue
- 673 2. Air Supply Requests
- 674 3. Dive team response
- 675 4. Foam task force response
- 676 5. Other specific needs as determined by the district

677 Individual stations manpower tones may be activated. In other instances, the all-station
678 manpower tones may be activated. A schedule describing the number of members, by incident
679 type and criteria, to be compensated in weekly pay shall be agreed to by the local and the district.
680 Such compensation shall be at the member's current overtime rate and for a minimum of two (2)
681 hours. The ranking officer on duty in the district shall have the ability to request additional
682 notifications by radio system or other means should there have been no, or an insufficient
683 response, to initial request. The ranking officer on duty in the district shall have the authority to
684 initiate a call-back if he or she believes it necessary due to circumstances at the time. All
685 members are eligible to return. The on-coming shift members will have precedence for
686 compensation. Members requesting compensation shall remain on-duty until dismissed by the
687 company officer. Such dismissal shall not be unreasonably extended following return of duty
688 crew member(s) with apparatus in available for response condition. Any members that return
689 beyond the number described in the schedule will be compensated in the same manner call
690 firefighters are compensated. The district agrees to insure the distribution of overtime pay
691 versus call firefighter compensation rates will be equitable to the best of its ability.

692

693 **Section 4:**

694 Should the ranking officer on duty, the IC of an incident, or a chief officer of the
695 department, determine more personnel are required, or by automatic circumstance as provided
696 for by department SOG or dispatch policy, to mitigate an incident or insure public safety in the
697 district; a general recall shall be initiated. The dispatcher shall be requested to activate the radio
698 system pager tone for all-station manpower request so as to get as many off duty members as
699 possible called in. Members responding to the request for manpower shall report to a location
700 as requested, or where required by a schedule agreed to by the local and the district.
701 Compensation for members responding shall be at each member's hourly overtime rate, with a
702 four-hour minimum. Members shall be on-duty until dismissed by the ranking officer; such
703 dismissal shall not be unreasonably denied following mitigation of the incident or at special
704 request of the member due to circumstances.

705

706

707

ARTICLE 29 - EMERGENCY CALLBACK

708

709 When an emergency call back is deemed necessary by the Chief or his/her designee,
710 members contacted for such call back shall respond to duty without the right of refusal except in
711 cases outlined in established departmental policy mutually agreed upon by the department and
712 the union. Call back shall be compensated as outlined in Article 39 - Overtime. Members covered



713 by this agreement who are contacted to report for emergency call back shall respond to duty
714 without the right of refusal except in the following cases;

- 715 1. The member is out sick or on family sick leave.
- 716 2. The member is on a previously scheduled vacation.
- 717 3. The member is out on an injury on duty.
- 718 4. The member is out of town with an estimated time of arrival of more than six (6) hours.
- 719 5. The member has a family care issue preventing them from responding to duty.

720
721 Any member who refuses to report for emergency call back for any reason other than stated
722 above shall be subject to disciplinary action. Emergency callback shall start with members from
723 the next oncoming shift (least seniority to most seniority). If the oncoming shift does not provide
724 sufficient staffing, the callback shall include all members of the department (starting with least
725 seniority to most).

726
727

728 ARTICLE 30 - VACATION TIME

729

730 **Section 1:**

731 On July 1 of each year, every firefighter who has at least one (1) year's seniority as of that date
732 will be credited with the following vacation time:

733

734	Years 01 to 04	096 Hours
735	Years 05 to 09	144 Hours
736	Years 10 to 14	192 Hours
737	Years 15 to 19	240 Hours
738	Years 20 to 24	264 Hours
739	Years 25 and over	288 Hours

740 **Section 2:**

741 Anniversary dates will be used to determine number of vacation days allowed. Any
742 member of the Collective Bargaining Agreement shall be allowed to bank forty-eight (48) hours
743 of vacation leave per year up to a maximum of one hundred forty-four hours 144. This vacation
744 may be taken in subsequent years, will not be unreasonably denied, and will be paid for upon
745 retirement. All members on a daytime schedule shall fall under the above schedule.

746

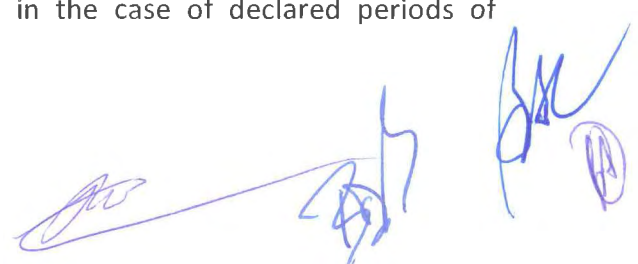
747 **Section 3:**

748 Payment for unused vacation and personal time upon separation from employment shall
749 be compensated at one hundred percent (100%) of the unused vacation. Payment shall be
750 determined by the number of vacation hours accrued. This number shall then be multiplied by
751 the member's hourly rate.

752

753 **Section 4:**

754 All requests for vacation must be made in writing and will have to be made Forty-Eight
755 (48) hours prior to the start of the shift for which the vacation time is requested. All requests
756 made under these guidelines shall be granted, except in the case of declared periods of



757 emergency or the District's having exhausted all other methods of providing coverage for said
758 vacation requests.

759

760 **Section 5:**

761 In the event a member is out on sick leave for 180 days or more in a contract year, the
762 following year shall see the vacation time allotment reduced by the percentage of time out.

763 Example: A member is out for 180 days; the following year's vacation allotment will be reduced
764 by one-half (1/2).

765

766

ARTICLE 31 –SICK LEAVE

767

768 **Section 1:**

769 On July 1 of each year, every firefighter who has at least one (1) year's seniority as of that
770 date will be credited one hundred thirty-two (132) sick leave hours to use in the event of a bona
771 fide injury or illness. For the purposes of hire's appointed after July 1, once their probation is
772 completed the district agrees to pro-rate their sick time.

773

774 **Section 2:**

775 Payment for unused sick hours upon retirement shall be forty percent (40%) of all unused
776 sick leave with a cap of six hundred (600) hours paid out.

777

778 **Section 3:**

779 Sick leave to be used in the event of a bona-fide illness or off duty injury. Sick leave may
780 also be used for attendance upon members of the family whose bona-fide illness requires the
781 care of such employee for a period not to exceed twenty-four (24) hours each occurrence. A
782 certificate of illness signed by a physician shall be required when more than one (1) consecutive
783 shift is taken for the attendance upon a member of the family. Members shall be charged for
784 hours used.

785

786 **Section 4:**

787 Sick leave not used during the year may be accumulated from year to year to a maximum
788 of one thousand four hundred forty (1440) hours.

789

790 **Section 5:**

791 The Board of Fire Commissioners or Fire Chief may require an examination and certificate
792 of illness or injury, signed by a physician in excess of forty-eight (48) hours of consecutive sick
793 leave.

794

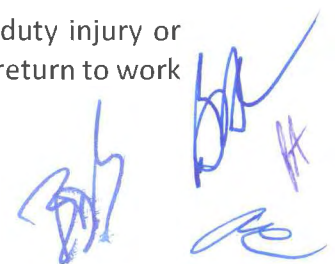
795 **Section 6:**

796 Sick leave is to be used solely for the benefit of the member and may not be transferred
797 or used for any reason by any other member covered by this agreement.

798

799 **Section 7:**

800 In excess of forty-eight consecutive hours of sick leave related to an off duty injury or
801 illness, a certificate stating that the member has been released from care and may return to work



802 shall be signed by a physician and forwarded to the Chief or his designee before the member may
803 return to work.

804

805 **Section 8:**

806 If a member is calling out sick for their tour of duty, the entire tour shall be taken with
807 sick time and cannot be split between tours. The exception shall be a member using a four (4)
808 hour block of sick time for a doctor's appointment.

809

810

811 **Section 9:**

812 Members calling out family sick are not required to use sick time for the entire twenty-
813 four (24) hours of their shift. Members may elect to take family sick time for the Day or Night
814 tour of their twenty-four (24) hour shift, however any time taken must be a minimum of four (4)
815 hours. The exception shall be a member using a four (4) hour block of sick time for a doctor's
816 appointment.

817

818 **Section 10:**

819 In the event a member is out on sick leave for 180 days or more in a contract year, the
820 following year shall see the sick time allotment reduced by the percentage of time out. Example:
821 A member is out for 180 days; the following year's sick time allotment will be reduced by one-
822 half (1/2).

823

824

825

ARTICLE 32 - BEREAVEMENT LEAVE

826

827 When a death occurs in the immediate family of a firefighter, such employee shall be paid
828 at his current rate for time necessarily lost from his normal schedule workweek in accordance
829 with the following: In case of the death of a father, mother, stepfather, stepmother, wife, child,
830 step-child, brother, sister of an employee, such employee shall be entitled to a leave of absence
831 with pay from the time of the notification of the death to and including the day following the
832 burial of the deceased, not to exceed four (4) days for members on the administrative schedule
833 and forty-eight (48) hours for members on the platoon schedule.

834 In case of the death of a mother-in-law, father-in-law, grandmother, grandfather, grandchild,
835 aunt, uncle, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, such employee shall be
836 entitled to a leave of absence with pay from the time of the notification of the death to and
837 including the day of burial not to exceed two (2) days for members on the administrative schedule
838 and thirty-eight (38) hours for members on the platoon schedule.

839

840 Days may be held through agreement with the Chief, if the service is to be held at a later date.

841 Sick time may be used for any additional bereavement time as needed.

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847 **ARTICLE 33 – PAID HOLIDAYS**

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Section 1:

These holidays shall be paid holidays for all members covered by this Agreement. Each member shall receive an additional one (1) day's pay for each holiday covered whether the member works on that particular holiday or not.

Section 2: Any firefighter who calls out sick on a holiday will not receive the holiday pay and will receive the sick pay only.

Section 3:

For purposes of Holiday pay computation a "day's pay" shall equal one-fourth (1/4) of the member's weekly base pay.

Section 4:

Members on an administrative schedule shall be granted the day off for all actual holidays or observed days covered under this agreement in addition to the provisions of this article.

Section 5:

The following Holidays shall be considered as paid holidays for purposes of this Article:

- | | |
|------------------|------------------------|
| New Year's Day | Martin Luther King Day |
| President's Day | Easter Day |
| Memorial Day | Independence Day |
| Victory Day | Labor Day |
| Columbus Day | Veteran's Day |
| Thanksgiving Day | Christmas Day |

ARTICLE 34 - PERSONAL TIME

Section 1:

All members covered by this Agreement shall be entitled to twenty-four (24) hours for personal use to be noncumulative. The member shall give at least twelve hours' notice of their request.

ARTICLE 35 - WAGES

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Section 1:

The following wages are to be paid weekly.

EFFECTIVE:	07/01/16	07/01/17	07/01/18
RANK	BASE / HOURLY	BASE / HOURLY	BASE / HOURLY
Deputy Chief	\$1,189.65 / \$29.74	\$1,207.50 / \$30.19	\$1,231.65 / \$30.79
Captain	\$1,146.59 / \$27.30	\$1,163.79 / \$27.71	\$1,187.07 / \$28.26
Lieutenant	\$1,108.10 / \$26.38	\$1,124.72 / \$26.78	\$1,147.21 / \$27.31
Firefighter	\$1,024.88 / \$24.40	\$1,040.25 / \$25.26	\$1,061.05 / \$25.26

Section 2:

The hourly rate for members on the platoon system shall be determined upon forty-two (42) hours per week.

Section 3:

The hourly rate for members normally scheduled to work an administrative schedule, shall be determined upon forty (40) hours per week.

ARTICLE 36 - PENSION PLAN

Section 1:

Effective July 1, 2015 the District shall provide to all employees a retirement benefits pursuant to the State Optional Plan for Policemen and Firemen (General Law 45-21.2-1 et seq.) including the COLA option, with the employee’s contribution be in accordance with the RI general laws.

Section 2:

Specific to members of the former Valley Falls Fire District [VFFD]

All VFFD members retired on or after July 1, 2015 shall receive on the anniversary of their retirement a Cost of Living increase by the District. This will be a (3%) percent increase. The computation will be done by:

1. (Multiplying the highest base salary of one year) X (3%) cost of living increase each year.
2. The District will investigate the feasibility of entering into the State Optional Pension Plan for Policemen and Firemen (General Law 45-21.2-1 et seq.) Cost of Living allowance.
3. The cost of Living increase will continue until the death of the member.

935 **ARTICLE 37 – PROFICIENCY COMPENSATION**

936
937 **Section 1:**

938 As a recognition of experience and proficiency all fire fighters shall receive the following
939 proficiency compensation.

940	941 EFFECTIVE:	942 07/01/16	943 07/01/17	944 07/01/18
945	946 Years 05 to 09	947 4.0%	948 4.5%	949 5.0%
	950 Years 10 to 14	951 5.0%	952 5.5%	953 6.0%
	954 Years 15 and up	955 6.0%	956 6.5%	957 7.0%

946 **Section 2:**

947 Proficiency compensation shall be a percentage of the fire fighter's base salary and used
948 to calculate their hourly rate.

949 **Section 3:**

950 The fire fighter's date of appointment as a full time fire fighter will determine the level
951 of this compensation.
952
953
954

955 **ARTICLE 38 - EMT INCENTIVE PAYMENTS**

956
957 In additions to their weekly salary, all personnel shall be paid the following for
958 maintaining Emergency Medical Technician Certificate, EMT-B shall receive \$1,300 per year and
959 EMT-C shall receive \$2,000 per year, which shall be paid to the members in their weekly
960 paychecks.
961

962 It is understood that EMT-C, if so directed by the State of Rhode Island Department of
963 Health, shall be recognized as EMT-Intermediate or EMT-I.
964
965

966 **ARTICLE 39 –OVERTIME**

967 **Section 1:**

968 Members of this agreement who are required to work beyond their regular shift hours
969 shall be paid at the rate of time and one half.
970
971

972 **Section 2:**

973 All members called back to duty for an emergency shall be compensated for at least four
974 (4) hours pay at the rate of time and one half.
975

976 **Section 3:**

977 In the event the officer in charge requires the manpower tones activated, members will
978 be allowed to returned to duty at the rate of time and one half for a minimum of two (2) hours.
979

980 **Section 4:**

981 All members called back to cover a full shift that was vacant due to injuries, illness,
982 vacation, personal leave, or whatever reason (except substitutions) shall receive at least four (4)
983 hours pay at the rate of time and one-half (1.5) provided that such call back is not a carry-over
984 from their normal duty shift or an early start time of a scheduled shift.

985
986 **Section 5:**

987 All overtime shall first be offered to the available full time Union members. Available full
988 time Union members shall not include firefighters on vacation, out on sick time, personal time,
989 or firefighters already scheduled to work the shift. Members participating in union duties as
990 stipulated shall be bypassed for overtime while performing these duties. Management agrees to
991 use a fair and equitable system to attempt to distribute overtime (rotating callback). There shall
992 be two (2) (one Detail and one Regular) overtime list established which will designate the number
993 of overtime hours worked. When overtime is needed, the member who is qualified to fill that
994 shift with the least amount of overtime hours worked shall be asked first. If a member passes an
995 overtime opportunity, the number of hours passed will be listed and will count towards the
996 member's total overtime hours worked.

997
998 **Section 6:**

999 The hourly rate of pay for overtime shall be computed by adding the member's weekly
1000 base rate, annual EMT rate divided by 52, and annual longevity amount divided by 52. This sum
1001 shall then be divided by 42 for line members assigned to a 24-hour shift schedule, or 40 for
1002 administrative members assigned to a 40 hour per week schedule. The resultant shall be
1003 multiplied by 1.5 to determine the rate.

1004
1005 **Section 7:**

1006 Members of the honor guard shall be allowed a "bypass" if attending a department event.

1007
1008 **Section 8:**

1009 The District shall supply the Local with a summary report showing the hours worked by
1010 each employee for the preceding week. This report will be due to the Local on the same day as
1011 paychecks.

1012
1013
1014 **ARTICLE 40 - HEALTH INSURANCE**

1015
1016 **Section 1:**

1017 The District agrees to assume the full cost of family coverage Vantage Blue \$2000/\$4000
1018 by Blue Cross/Blue Shield of Rhode Island. RX \$3/12/35/60/100.

1019
1020 **Section 2:**

1021 All regular employees covered by this contract shall be entitled to receive health care
1022 coverage as defined above.

1023
1024



1025 **Section 3:**

1026 The District agrees to pay the full cost of said deductibles (up to \$4,000 family or \$2,000
1027 individual) to a prepaid credit/debit card that shall be administered by a third party company or
1028 the Health Care Provider.

1029
1030 **Section 4:**

1031 The Life Insurance (death benefit), Disability Insurance and Liability Insurance programs
1032 currently in effect and covering firefighters shall remain in effect for the duration of this
1033 Agreement. The District will provide firefighters with a written summary of insurance coverage
1034 within thirty (30) days of signing this agreement.

1035
1036 **Section 5:**

1037 Effective of July 1, 2016 each member of the Local receiving health insurance coverage
1038 from the District will contribute a percentage towards the total cost of their healthcare, which
1039 shall be deducted from his/her weekly salary on a pre-tax basis. The percentages are and
1040 effective:

1041				
1042	EFFECTIVE:	07/01/16	07/01/17	07/01/18
1043		11%	13%	16%
1044				

1045
1046 **ARTICLE 41 - DENTAL INSURANCE**

1047
1048 **Section 1:**

1049 The District shall provide and pay for Delta Dental Plan Coverage Levels I, II, III and IV for
1050 each member of the department and his/her family if he/she is married. This section subject to
1051 the rules and regulations of Delta Dental, or an equivalent provider of dental insurance benefits
1052 as agreed to by a majority of the local covered under this contract and a majority of the Fire
1053 Committee.

1054
1055
1056 **ARTICLE 42 - HEALTH INSURANCE BENEFIT OPTION**

1057
1058 The District agrees to a cash payment equal to thirty (30%) percent of the total cost of a
1059 single member plan for Health Care Insurance as described in Article 40 payable to those
1060 members who choose to waive coverage provided by the District in this Article.

1061
1062 This waiver is voluntary on behalf of the member and should the member choose to re-
1063 establish coverage through the District, the member must pay for any administrative costs or
1064 penalties and notify the District in a timely manner of such request. The buyout payment shall be
1065 issued in a lump sum to the member in the last week of June for the previous 12 months' period.

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1069 **ARTICLE 43 - VISION CARE**

1070
1071 The Union shall be responsible for providing a private vision plan for all members covered
1072 by this agreement in the active employ of the district. The District shall pay to the Local the sum
1073 of one hundred dollars (\$100.00), annually, per member, for the purpose of providing this plan.
1074 The District shall make the payment to the Local for the vision plan on September 1st
1075
1076

1077 **ARTICLE 44 - HEALTHCARE FOR FAMILY FROM L.O.D.D.**

1078
1079 The District agrees to continue the health care plan benefits and dental plan benefits
1080 (individual or family) for the widow/widower and/or dependent child/children of the member
1081 who died in the line of duty. The District shall provide said benefits for the widow/widower until
1082 age 65 or up until he/she remarries or becomes eligible for a health care plan benefits from
1083 another employer. The child/children shall be covered in accordance with State and Federal Law
1084 or they become eligible for health care plan benefits through another employer. The District
1085 agrees to fully pay for the health care plan benefits and dental plan benefits with no cost to the
1086 member's family.
1087
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1090 **ARTICLE 45 - HEALTHCARE FOR BENEFITS FOR RETIREES WHO ARE PLACED ON**
1091 **AN OCCUPATIONAL DISABILITY**

1092
1093 The District agrees to continue the health care plan benefits and dental plan benefits
1094 (individual or family) for members of the department who are awarded a job related disability
1095 pension by the Municipal Employees Retirement System of Rhode Island. The District shall
1096 provide said benefits for the retiree and his/her family until age 65, when the retiree becomes
1097 eligible for Medicaid. In the event the retiree dies while retired on an occupational disability and
1098 the death was related to the injury and/or illness of said disability, the district shall provide health
1099 care and dental benefits as provided for the previous section.
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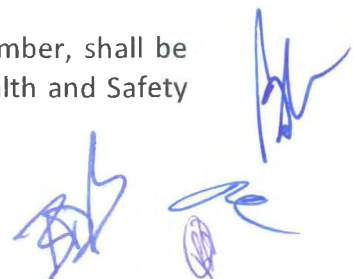
1102 **ARTICLE 46 – HOLIDAY BONUS**

1103
1104 Any member of the department who is determined by the Chief to have performed a duty
1105 over and above the normal duties may be awarded, by the Chief, one additional day off.
1106
1107

1108 **ARTICLE 47 - TIME OFF WHILE PERFORMING UNION DUTIES**

1109 **Section 1:**

1110
1111 Union officers, stewards and/or delegates, not to exceed four (4) in number, shall be
1112 granted time off with pay during working hours for participating in, RISAFF Health and Safety



1113 conference, District and Local labor contract negotiations, arbitration, and grievance hearings
1114 and proceedings related to a grievance (once filed), and State Association yearly conventions.
1115 Two (2) Union officer, steward or designee shall be granted such time off to attend monthly State
1116 Association meetings.

1117

1118 **Section 2:**

1119 Union officers and/or stewards, not to exceed two (2) in number, plus the aggrieved, shall
1120 be granted time off with pay during working hours to investigate and seek settlement of a
1121 grievance.

1122

1123 **Section 3:**

1124 Union officers and/or stewards, agree that before they leave their assigned duties to
1125 conduct any activities, pursuant to this section, they shall receive approval from the Chief of the
1126 Department or his designee. Such time shall not be unreasonably denied.

1127

1128 **Section 4:**

1129

1130 The Union agrees that it will submit to The District, on an annual basis or whenever any
1131 changes are made, the names of any employees selected to serve as Officers and/or Stewards.

1132

1133

1134 **Section 5:**

1135 No More than one hundred (175) cumulative hours in one calendar year will be used.

1136

1137

1138

ARTICLE 48 - LINE-OF-DUTY-ILLNESS

1139

1140 In-line-of-duty illness shall be in conformity with the General Laws of Rhode Island,
1141 1956, as amended, section 45-19-1.

1142

1143 **Section 1:**

1144 Members of the Fire Department, covered by this agreement who are injured in the line
1145 of duty, shall receive full salary or wages and benefits while their incapacity exists or until they
1146 are placed on a disability retirement by the Municipal Employees Retirement System.

1147

1148 All other provisions of RIGL 45-19-1 shall also apply. The member shall continue to pay
1149 the co-pay as is required in the CBA in force while out on injury.

1150

1151 **Section 2:**

1152 Whenever a member while in the employ of the District dies as a direct and proximate
1153 result of an on-the-job injury or illness, the District shall pay the deceased employee's next of kin
1154 (NOK) or other beneficiary a sum of money computed on the basis of his/her weekly earnings for
1155 accumulated sick leave and vacation leave which had accrued to such deceased employee at the
1156 time of his/her death.

1157



1158 **Section 3:**

1159 When a member dies in-the-line-of-duty, the District will pay up to ten thousand dollars
60 (\$10,000.00) for funeral expenses. Payment will be made by the district upon receipt of a funeral
1161 bill from the funeral home.

1162
1163
1164 **ARTICLE 49 –MUTUAL AID**

1165
1166 It is the understanding between parties that in any case where the District has a mutual
1167 aid agreement with any other City, Town or District, and the permanent paid Fire Department of
1168 such City, Town or District is involved in a strike and/or informational picket line with said City,
1169 Town or District, members of Local 2722 shall not be ordered, directed or requested to man any
1170 station in such City, Town or District or to stand by with any fire apparatus owned by said City,
1171 Town or District. It is further understood by Local 2722, that its members may be required and
1172 shall report to provide mutual aid services in connection with any fire and/or any related
1173 emergency call in such City, Town or District even though a strike and/or informational picket
1174 line may exist between the paid Fire Department and such City, Town or District.

1175
1176
1177 **ARTICLE 50 - ASSIGNMENT TO OUTSIDE DEPARTMENTS OR AGENCIES**

1178
1179 **Section 1:**

180 No member of the Cumberland Fire District shall be required to work in another city or
1181 town, against his own will, other than for specified training exercises and emergency incidents.
1182 In addition, the Union recognizes the department may provide short duration mutual aid
1183 assistance to neighboring fire departments during certain ceremonies and departmental
1184 activities requiring coverage assistance.

1185
1186 **Section 2:**

1187 No disciplinary action or harassment of any kind shall be brought against any member
1188 who chooses to not work outside of the Cumberland Fire District.

1189
1190 **Section 3:**

1191 The current practice of providing Mutual Aid during emergency incidents to outside
1192 districts shall not be affected.

1193
1194 **Section 4:**

1195 No member shall be detailed or assigned to any other municipal department within the
1196 Town of Cumberland or any other jurisdiction with the exception of emergency situations as
1197 determined by the Chief or his designee.

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ARTICLE 51 - BULLETIN BOARDS

Bulletin boards shall be allowed in the station for the posting of Union Notices. The District agrees to provide reasonable bulletin board space where notices of official Union matters submitted by the Union may be posted, and such matters may not be removed from the bulletin board by anyone other than the Union Representatives.

ARTICLE 52 - CERTIFICATIONS

Section 1:

All firefighters hired after July 1, 2015 are required to be and maintain their EMT-C & CPR certifications.

Section 2:

All current members prior to the signing of this agreement will remain certified at their current level. In the event a member is not an EMT prior to the signing of this agreement, they will be exempt from the article.

It is understood that EMT-C, if so directed by the State of Rhode Island Department of Health, shall be recognized as EMT-Intermediate or EMT-I.

ARTICLE 53 - COMPENSATION AT SEPARATION OF EMPLOYMENT

All members covered by this agreement, upon their retirement, resignation, death, or layoff, shall be compensated in cash at their regular rate of pay for any unused accumulation of vacation, personal and sick time at the prescribed rate (as outlined in Article 31) when they are permanently separated from the service. In the event of a member's death, this payment shall be made to the member's spouse, beneficiary or estate.

ARTICLE 54- LAYOFF

Section 1:

In event that The District at any time during the term hereof lay off employees covered by this agreement, the same shall be done, if not forbidden by law, on the basis of strict seniority, that is, the last employee hired in the bargaining unit (including probationary employees) shall be the first to be laid off and so on until the number required to be laid off has been met.

Section 2:

Employees shall be called back from layoff by seniority; the employee with the highest seniority shall be called back first.

1247 **ARTICLE 55 - MILITARY LEAVE**

1248
49 Members covered by this agreement who, by reason of membership in the United States
1250 Armed Forces and Reserves, or the Rhode Island National Guard, are required by the appropriate
1251 authorities to participate in training activities or in active duty, shall be granted military leave in
1252 accordance with applicable state and federal laws. The District shall pay the difference between
1253 the members' regular salary and the members' military pay for mandatory annual training and
1254 all active duty in the event that the military pay is less than the members' regular District salary.
1255
1256

1257 **ARTICLE 56 - NEW HIRE**

1258
1259 All new hires shall be placed on a training schedule for a period of not less than four (4)
1260 weeks. The chief at his discretion after reviewing all records and input from the training officer
1261 may add additional training time as he sees fit. In certain circumstances the chief after reviewing
1262 all records and having input from the training officer may reduce the training period to less than
1263 four (4) weeks.
1264
1265

1266 **ARTICLE 57 - NON-DISCRIMINATION**

1267
1268 **Section 1:**

1269 The District and the Union agree not to discriminate in any way against employees
1270 covered by this contract on the basis of race, religion, creed, color, sex, age, and physical
1271 handicap, country of ancestral origin, sexual orientation, marital status, or political affiliation.
1272

1273 **Section 2:**

1274 All references to employees in this contract designate both sexes; and wherever the male
1275 gender is used, it shall be construed to include male and female employees.
1276
1277

1278 **ARTICLE 58 -LEAVE OF ABSENSE**

1279
1280 The approval of the Fire Committee is required for all leaves of absence and extensions
1281 thereof. Requests will not be unreasonably denied unless the leave requested is to pursue a
1282 position in another Fire Department or Public Safety Agency.
1283
1284

1285 **ARTICLE 59 - PHYSICAL FITNESS**

1286
1287 **Section 1:**

1288 Members who wish to participate in on-duty physical fitness activity may do so in such a
1289 manner that it does not interfere with the normal operation of daily duties and emergency
90 incidents.



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Section 2:

Members shall be allowed to wear athletic clothing during these periods and also be allowed to utilize shower facilities upon completion of physical fitness periods. Members shall be prepared to quickly don protective clothing should an alarm be transmitted during PT periods or shower periods.

Section 3:

All members shall be required to obtain an annual physical examination from their primary care doctor. If the District requires such physical examination, the member shall obtain certification from their primary care doctor that they have obtained their yearly physical which shall be submitted to the chief and will be kept in the members personnel file. The cost of the annual physical shall be made via the member's health plan.

ARTICLE 60 - REPLACEMENT POLICY

Section 1:

Upon the effective date of this agreement, all shifts on a rotating schedule, vacant due to injury, illness, vacation, personal leave, bereavement leave, or whatever reason shall be filled by bargaining unit members or a probationary employee in accordance with the Overtime policy in effect.

Section 2:

In instances where all members have declined voluntary overtime, the least senior member on duty on the shift (town-wide) shall be held over. In instances where a shift officer is required and none of the eligible acting officers are available the least senior officer, acting or permanent, shall be held over.

ARTICLE 61 – SEVERABILITY

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then, and in such event, said clause or clauses only, to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clause, sentence, or paragraph which such offending language may appear.

In the event of such contract clause invalidation, both the District and the Union agree to meet within ten (10) days of such determination and if possible to negotiate a valid clause reflecting the intent of the parties and reach such agreement concerning such valid clause within thirty (30) days. Said thirty (30) days may be extended by mutual consent of both parties.

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ARTICLE 62– UNIFORMS

Section 1:

Uniform golf shirts and sweatshirts bearing the approved insignia's (as posted Jan 2015) shall be allowed to be worn by members anytime during the year. Detail uniforms shall be the departmental work uniform. T-shirts shall be allowed as station wear between the hours 17:00 and 07:00 anytime of the year, and also at the discretion of the company officer during hot weather, or during the performance of duties not conducive to wearing a golf shirt. Members shall be allowed to wear NFPA shorts from May 15th until to September 30th. Members agree that during walkthrough's or inspections of any business in town, a pair of approved uniform pants will be worn.

Section 2:

Uniform parts, damaged, contaminated, stained or otherwise rendered not suitable for duty, do to job related activity, while the wearer was on duty, and shall be replaced by the district.

Section 3:

If the district requires a changed of uniform, the district shall be responsible for the initial cost to supply three (3) sets of the changed items. Any changes to the uniform policy shall be negotiated between the district and the local.

ARTICLE 63 - DEFERRED COMPENSATION ANNUITY

The District shall continue to provide at least one (1) public employee deferred compensation plan (the present 457b plan) through a company mutually agreed to by the District and the Local, for all employees of the Department electing to participate. The parties agree that any change in the deferred compensation plan shall be agreeable to both the District and the Union.

ARTICLE 64 - COLLATERAL DUTIES

In the event the district deems it necessary to have duties performed outside of the normal duties as described for company officers and firefighters and that are not in the scope of non-civic details, these duties shall be considered 'collateral duties'. Any collateral duties, the compensation for, the performance of, and selection process (bid system) for staffing the same, shall be negotiated by and between the Union and the District.



1381 **ARTICLE 65 - BINDING EFFECT**

1382
1383 This agreement is binding upon the Cumberland Fire District and its' successors, and assigns,
1384 and should the Cumberland Fire District ever be incorporated into or merged with another legal
1385 entity, this agreement shall be binding on that legal entity.
1386

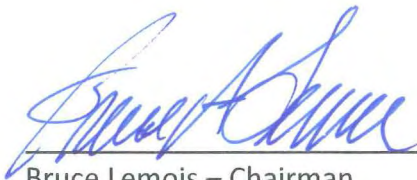
1387 This agreement is entered into pursuant to RI General Laws including, but not limited to,
1388 Chapter 45-19 at et seq.
1389
1390


1391 **ARTICLE 66- DURATION**

1392
1393 This Agreement shall begin July 1, 2016 and terminate at midnight June 30, 2019,
1394 provided a notice in writing of intent to terminate and negotiate a new agreement is served by
1395 one of the parties upon the other dated no later than February 7, 2019 by certified mail, which
1396 is at least 120 days prior to the 2019 setting of the Cumberland Fire District Budget that occurs
1397 no later than June 6, 2019. The required delivery address for the District is 3502 Mendon Road,
1398 Cumberland, RI. The required delivery address for the Union is 7 Cray Street, Cumberland, RI. If
1399 no such notice is served or if service is untimely, this agreement shall renew itself from year to
1400 year until such notice is given. This contract shall remain in effect after June 30, 2018, until a new
1401 contract is negotiated to replace this contract.
1402


1403
1404 IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the part of the
1405 District by its Chairman and on the Part of the Local by its President this 8TH day of June, 2016.
1406

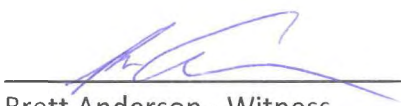
1407 NOTE: There are two original copies having each page initialed by the signers of the contract.
1408 One original copy will be for the Local and one original copy for the District.
1409

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1412
1413 By: 
1414 Bruce Lemois – Chairman
1415 Cumberland Fire District
1416



Ronald Champagne - Witness

1417
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1421 By: 
1422 Brian Bernardo – President
1423 Cumberland Firefighters Local 2722
1424 International Association of firefighters



Brett Anderson - Witness