

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
CUMBERLAND HILL FIRE DISTRICT INC.**

**AND**

**CUMBERLAND HILL FIRE FIGHTERS LOCAL 2762  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-  
CIO**

**NOVEMBER 1, 2013 TO June 30, 2015**

*ADDENDUM  
&  
AMENDMENTS  
IN  
REAR*

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## AGREEMENT

1           Pursuant to the provisions of Title 28, Chapter 9.1 of the General  
2 Laws of the State of Rhode Island, as amended, entitled, "An Act to  
3 provide for settlement of disputes concerning wages or rates of pay or  
4 other terms and conditions of employment of fire departments", this  
5 agreement is made and entered into this 29th day of October 2013 A.D.,  
6 by and between the Cumberland Hill Fire District, Inc. (hereinafter called  
7 "The District") and Cumberland Hill Fire Fighters Local 2762 (hereinafter  
8 called "The Local").  
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ARTICLE I  
RECOGNITION OF UNION

Local 2762, International Association of Fire Fighters has been selected by the majority of full-time paid fire fighters of Deputy Chief rank and below in this District as their bargaining agent and, as such, the Union is recognized as the sole and exclusive bargaining agent for all members of this District Fire Department unless and until recognition of such labor organization is withdrawn by vote of a majority of the firefighters.

The District further agrees not to discharge or discriminate in any way against employees for union membership or activities. It is agreed by the parties that all paid full-time uniformed firefighters after the effective date of this contract and after a probationary period shall be encouraged to become members of the union and maintain their membership in the Union and any new firefighters will be made aware of this clause in this contract and of Rhode Island General Law 21-9.1-5.

Any member of the department that chooses not to join or fails to maintain membership in the Local shall, as a condition of employment, pay to the Local, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local. The members shall be limited to an amount of money equal to the Local's regular and usual initiation fee, its regular and usual dues, and its general and uniform assessment levied upon its members in connection with the responsibilities as the collective bargaining agent for employees of the Cumberland Hill Fire Department.

*see addendum to new*

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**ARTICLE II**  
**RIGHTS OF MANAGEMENT**

Except as expressly limited by the term of this agreement, and duly established past practices of the parties, the District retains all rights and powers held by it previous to the certification of the Local as bargaining agent; including but not limited to, the right to fix and determine the District's operation budget and capital expenditures, to establish and regulate, to determine the physical location of the firehouse, or houses to determine staffing levels and assignments of individual firefighters, to hire, evaluate, assign, transfer, promote, demote, suspend, discharge or discipline fire fighters, to schedule work and, in general, to determine how, when, where and by whom the duties of the firefighters, as determined by the District, shall be performed.

Additionally, the District maintains the right to use Callmen to supplement the work force at any time including but not limited to, filling in for sick leave, vacation and bereavement. Full-time employees will be given first preference in this area at one and one-half times (1.5) their regular rate of pay.

60 ARTICLE III  
61 SENIORITY  
62

63 A firefighter's seniority shall be determined by the length of his  
64 continuous service as a full-time, paid firefighter on the payroll of the  
65 District. In the event that more than one (1) firefighter would otherwise  
66 have the same seniority, the firefighter with the highest score on the pre-  
67 employment written examination shall be deemed senior.

68  
69 A probationary firefighter shall have no seniority and may be  
70 terminated with just cause as determined by the Board of Commissioners.

71  
72 At the end of twelve (12) month probationary period and upon his  
73 appointment as a firefighter, his seniority shall be retroactive to date of  
74 hire at which time he is eligible to join the Union.

75  
76 Two (2) probationary firefighters cannot work together on the same  
77 shift at the same time.

78  
79 **Section No. 2** BID SYSTEM-SHIFT VACANCY  
80 PREFERENCES

81  
82 Seniority within a particular rank shall decide which member shall  
83 fill a vacancy in a shift. When a member is awarded a new shift position  
84 through the bid system, that member's old shift position would  
85 immediately be considered vacant and bid in the same fashion during the  
86 same session. If said shift vacancy is in the officer's ranks, only officers  
87 can bid; if the vacancy is in the private's ranks, only the privates can bid.  
88 Upon determination of a vacancy, the Chief will set a date within a  
89 reasonable time not to exceed thirty (30) days for the bid process, and the  
90 Chief or his designee will supervise this bid system, and upon determining  
91 the results of the bids the Chief shall have fifteen (15) days to make the

92 appropriate transfer.

93

94 **Section No. 3**                    **ANNUAL SHIFT BID**

95

96                    The annual shift bid in the private's rank will take place each year  
97 on the second Tuesday of November at the evening shift change. Privates  
98 can bid by seniority to a different shift other than who they are currently  
99 assigned, or remain with the same shift. The Chief or his designee may  
100 administer the bid. The bid will take effect on January 1<sup>st</sup> the following  
101 year. The District will not compensate firefighters for any inequities that  
102 occur during the shift rotation.

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ARTICLE IV  
DUTIES

The duties of firefighters shall include the prevention, control and extinguishment of fires, first aid, general public aid, training, house-keeping and maintenance incidental thereto, and all other administrative and service functions as presently being done by the department.

**Section No. 2**                    WORK SCHEDULES

The work schedule for the four (4) officers and the eight (8) firefighters shall be a four (4) platoon system with two (2) firefighters and one (1) officer assigned to each platoon.

The work schedule shall be as follows: an eight (8) day cycle consisting of a twenty-four (24) hour shift followed by twenty-four (24) hours off duty followed by a second twenty-four (24) hour shift followed by one hundred and twenty (120) hours off duty. The twenty-four (24) hour shift shall be from 07:00 hrs to 07:00 hrs. Each shift will consist of two (2) tours, a “Day” tour that extends from 07:00 hours to 1700 hours and a “Night” tour that extends from 17:00 hours to 7:00 hours.

Employees who are working the night shift must stay awake until 9:00 pm, and have to be out of bed ready for daily duties on or before 7:00 a.m.

When additional firefighters are hired, and firefighters positions are added to the platoons, the new positions on the platoons will be considered vacancies and should be filled through the bid system, (see Article 3, Section 2, Bid System for Vacancy Preferences.

136 **Section No. 3** **NEW HIRE**

137

138 All new hires shall be placed on a training schedule for a period of  
139 not less than four (4 weeks). The chief at his discretion after reviewing all  
140 records and input from the training officer may add additional training  
141 time as he so sees fit. In certain circumstances the chief after reviewing all  
142 records and having input from the training officer may reduce the training  
143 period to less than four (4) weeks.

144 The work schedule during the training period shall be Monday  
145 through Thursday from 7:00 AM to 3:30 PM and Fridays from 7:00 AM to  
146 3:00 PM.

147

148 **Section No. 4** **SUBSTITUTIONS**

149

150 With the approval of the Chief or his designee, which shall  
151 not be unreasonably withheld, firefighters shall be permitted to arrange for  
152 a substitute to take their places on any shift provided that the substitute is a  
153 firefighter covered by this Agreement. In his absence, the Chief shall  
154 designate an officer from whom such approval can be obtained.

155

156 **Section No. 5** **NO STRIKES**

157

158 There shall be no strikes or slowdowns of any kind or nature  
159 for the duration of this agreement. Participation in any such activity shall  
160 be punishable by discipline up to and including discharge. In administering  
161 discipline for violation of this provision, the nature and extent of such  
162 discipline with respect to any participant in such violation shall be solely  
163 in the discretion of the District.

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166 ARTICLE V  
167 PROTECTIVE GEAR  
168

169 Each firefighter shall be provided one (1) set of the following  
170 gear which shall be NFPA approved:

171 Fire coat and lining

172 Fire fighting boots

173 Helmet with shield

174 Gloves

175 Night hitch and suspenders

176 Flashlight

177 SCBA mask

178 Firefighters who leave the employment of the District must turn in  
179 their gear, and each firefighter is responsible for maintaining gear issued to  
180 him in reasonable condition.

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182 **Section No. 2** CLOTHING ALLOWANCE

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184 Each firefighter shall be allowed up to \$700.00 for purchases of  
185 uniforms and accessories payable on the first payday in December of each  
186 year.

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**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

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A grievance for the purpose of this article is a claim on the part of a firefighter that the District has violated the terms of this agreement. Grievances must be submitted to a union officer within seven (7) days of the alleged violation of this contract. Should the grievance have validity it shall be presented in the following manner.

- A. Within seven (7) days of receipt of the grievance the Local shall present the grievance to the Chief. The Chief shall have seven (7) days in which to respond in writing with his/her answer. Should the Local not be satisfied with the answer, they shall at the next Board of Fire Commissioners' meeting present the grievance to the Board. Failure to satisfactorily resolve the dispute at this level, the local may submit for arbitration through the American Arbitration Association.
- B. Grievances involving claims that demotion, suspension, termination, or other discipline is for other than just cause maybe referred to binding arbitration within five (5) days of the meeting by filing with the District a written demand for arbitration. The filing of such a demand constitutes agreement on the part of the Local and on behalf of the grievant that arbitration shall be the sole and exclusive means of contesting the action taken by the District, and that the arbitrator's award will be final and binding upon the grievant and the parties.
- C. Arbitration shall be in accordance with the rules of the American Arbitration Association. The expenses of arbitration shall be borne equally by the parties.

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ARTICLE VII

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SAFETY

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It is in the interests of both the parties to this agreement that the

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equipment used and practices followed in the discharge of the duties of the

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firefighters conform to reasonable standards of safety as dictated by State

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Law. Unsafe equipment or practices will be brought to the attention of the

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Chief promptly.

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ARTICLE VIII  
SICK LEAVE

- 231 1. Each firefighter will be credited with 12 hours per month for  
232 each month served, not to exceed 144 hours per year.
- 233
- 234 2. Sick leave to be used in the event of bona-fide illness or off-duty  
235 injury. Sick leave may also be used for attendance upon members  
236 of the family within the household of the employee whose bona-  
237 fide illness requires the care of such employee for a period not to  
238 exceed twenty-four (24) hours each occurrence. A certificate of  
239 illness signed by a physician shall be required when more than one  
240 (1) shift is taken for the attendance upon a member of the family  
241 within the household. Members shall be charged for hours used.
- 242
- 243 3. Sick leave not used during the year may be accumulated from year  
244 to year to a maximum of one thousand four hundred forty (1440)  
245 hours.
- 246
- 247 4. An examination and certificate of illness or injury, signed by a  
248 physician, will be required where deemed necessary by the Board  
249 of Fire Commissioners or Fire Chief after forty-eight (48) hours of  
250 sick leave.
- 251
- 252 5. All firefighters will be paid for holidays whether they work on  
253 the holiday or not. Any fire fighter on sick leave at the time of  
254 the holiday will receive sick pay only and not holiday pay.
- 255
- 256 6. Payment for unused sick leave upon retirement shall be twenty-five  
257 (25%) percent of all unused sick leave to a maximum of six  
258 hundred (600) hours pay.
- 259 7. Sick leave is to be used solely for the benefit of the member and

260 may not be transferred or used for any reason by any other member  
261 covered by this agreement.

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263 8. After forty-eight hours of sick leave related to an off duty injury  
264 or illness, a certificate stating that the member has been released  
265 from care and may return to work shall be signed by a physician  
266 and forwarded to the Chief or his designee before the member may  
267 return to work.

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269 9. Any member while on sick leave shall not be permitted to work  
270 any other job.

271

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

276

277 11. Members calling out family sick are not required to use sick time  
278 for the entire twenty-four (24) hours of their shift. Members may  
279 elect to take family sick time for either the Day or Night tour of  
280 their twenty-four (24) hour shift. The exception shall be a member  
281 using a four (4) hour block of sick time for a doctor's appointment.

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ARTICLE IX  
INSURANCE

Section No. 1            HEALTH INSURANCE

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A. The District assumes the full cost of family coverage Vantage Blue by Blue Cross/Blue Shield of Rhode Island with plan year deductibles of \$500.00 for individual, and \$1000.00 for family plans or its equivalent. In the case of an unmarried firefighter, individual coverage is to be furnished.

B. The District agrees to cover up to half (1/2) of the yearly deductibles (\$250 single, \$500 family maximum) as set forth under the current Vantage Blue Plan.

C. Effective November 1, 2013 all members shall contribute thirty (\$30.00) dollars per week, which shall be deducted from their salary on a pre-tax basis.

D. Effective April 1, 2014 the District will provide paid Blue Cross Blue Shield of Rhode Island Healthmate Coast to Coast coverage with a \$4,000 deductible for family plan and \$2,000 for individual.

E. The District agrees to pay full cost of said deductibles to a prepaid credit/debit card that shall be administered by a third party company.

F. Any and all cost associated with the administration of said credit/debit card from the third party shall be borne by the District.

G. The District agrees to provide all members and their family members (if applicable) with initial credit/cards at no cost to said members.

*see amendments in rear*



- 318 H. Any charges associated with the replacement of said credit/debit  
319 cars shall be borne by the member.  
320
- 321 I. The District reserves the right to enroll the members into  
322 Healthmate Coast to Coast (\$4,000/\$2,000) prior to April 1, 2014  
323 should the current fire districts should decide to enter Healthmate  
324 Coast to Coast as a group.
- 325
- 326 J) The District agrees to a cash payment equal to thirty (30%) percent  
327 of the total cost per member for Health Care Insurance (as  
328 described in Article IX Section No. 1) payable to those members  
329 who choose to waive coverage provided by the District in this  
330 Article. This buyout is voluntary on behalf of the member and  
331 should the member choose to re-establish coverage through the  
332 District, the member must pay for any administrative costs or  
333 penalties and notify the District in a timely manner of such request.  
334 The buyout payment shall be issued in a lump sum to the member  
335 in the month of October of each year.

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337 **Section No. 2**            **DENTAL**

338

339            The Cumberland Hill Fire District assumes the full cost of  
340 family coverage for Delta Dental Level I, Level II, and Level IV  
341 coverage for all employees of the Cumberland Hill Fire District  
342 subject to the rules and regulations of Delta Dental of Rhode Island.

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344 **Section No. 3**            **EYE VISION**

345

346            Private Vision Plan, fifty (\$50.00) Dollars per member  
347 per year paid to the Local on November 1st of each year and to  
348 be maintained by the Local for the benefit of each individual member.

349 **Section No. 4**                    **LIFE INSURANCE**

350

351                    The Union shall be responsible for providing life insurance

352 for all active members. The District will pay to Local 2762 one hundred

353 **eighty (\$180.00) Dollars per member payable on November 1<sup>st</sup>** of each

354 year after invoicing in lieu of providing life insurance.

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**ARTICLE X**  
**EDUCATION**

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**REIMBURSEMENT OF EDUCATIONAL EXPENSES**

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Firefighters may apply to the District, in writing by September 1<sup>st</sup>

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of each year for approval to take courses in the Fire Science curriculum at

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Community College of Rhode Island, Providence College and/or Roger

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Williams University or at an accredited college or university and approved

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by the District, will be entitled to reimbursement for the cost of tuition and

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Fire Science text not to exceed \$1500.00 per year per firefighter.

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To obtain reimbursement, the fire fighter must submit proof of

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payment by him as well as proof of a passing grade, and agree to continue

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in the employ of the Cumberland Hill Fire District for an additional five

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(5) years upon completion of the courses.

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The firefighter must turn in to the Chief all fire fighting text that

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he/she is requesting reimbursement for which will become the property of

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the district.

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**Section No. 2**            **FIRE SCIENCE DEGREES**

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All firefighters who wish to be reimbursed by the District

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for educational expenses under Article VII, Section No. 3 in relation to

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their Associate's Degree must attend the Community College of Rhode

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Island in order to be eligible for reimbursement by the District for these

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expenses. Those firefighters who further their education upon completion

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of their Associate's Degree who wish to be reimbursed by the District for

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educational expenses under Article VII, Section No. 3 in relation to their

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Bachelor's Degree may attend Providence College, Roger William's

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University or at an accredited college or university in order to be

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reimbursed for educational expenses.

389           Any firefighter who wishes to obtain their Associates Degree at  
390 Providence College, Roger Williams University or at an accredited college  
391 or university may do so, but the District will only reimburse the fire  
392 fighter the expenses that the District would have occurred if the firefighter  
393 would have attended Community College of Rhode Island.

394 (An "accredited college or university" shall include any online accredited college or university).  
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ARTICLE XI  
PENSION PLAN

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Effective July 1, 1993, the Cumberland Hill Firefighters will enter into the State Municipal Employees Retirement System for Police and Fire. Each member shall be required to contribute nine (9%) percent of salary., eligible for pension after twenty (20) years with a C.O.L.A.

Each member shall be required to contribute a percentage of his or her base salary in accordance with the rules and regulations, policies or acts regulating the State of Rhode Island Employees' Retirement System and or any Rhode Island General Laws pertaining thereto, as amended.

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ARTICLE XII  
VACATIONS

The vacation schedule for members of this contract shall be as follows:

1 Year - 5 Years	96 hours
5 Years - 10 Years	168 hours
10 Years - 15 Years	192 hours
15 Years and Over	240 hours
25 Years and Over	288 hours

Employees shall select vacation by seniority within the Department. Approval from the Chief must be obtained when four (4) or more employees will be on vacation at one time. More than one hundred ninety-two hours (192) in a row requires formal request thirty (30) days in advance.

Anniversary dates will be used to determine number of vacation days allowed. Any member of the Collective Bargaining Agreement shall be allowed to bank forty-eight (48) hours of vacation leave up to a maximum of one hundred ninety-two (192) hours. This vacation may be taken in subsequent years with the Chief's approval, and will not be unreasonably denied or will be paid for upon retirement. All members on a daytime schedule shall fall under the above schedule.

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

440 ARTICLE XIII  
441 BEREAVEMENT PAY  
442

443 When a death occurs in the immediate family of a firefighter,  
444 such employee shall be paid at his current rate for time necessarily lost  
445 from his normal schedules workweek in accordance with the following: In  
446 case of the death of a father, mother, stepfather, stepmother, wife, child,  
447 stepchild, brother, sister of an employee, such employee shall be entitled  
448 to a leave of absence with pay from the time of the notification of the  
449 death to and including the day following the burial of the deceased, not to  
450 exceed forty-eight (48) hours.

451  
452 In case of the death of a mother-in-law, father-in-law, grandmother,  
453 grandfather, grandchild, brother-in-law, sister-in-law, daughter-in-law, or  
454 son-in-law, such employee shall be entitled to a leave of absence with pay  
455 from the time of the notification of the death to and including the day of  
456 burial not to exceed thirty-six (36) hours.

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

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ARTICLE XIV  
PERSONAL LEAVE

The approval of the Board of Commissioners is required for  
all leaves of absence and extensions thereof.



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**ARTICLE XV**  
**HOLIDAYS & PERSONAL DAY**

The following holidays shall be paid holidays for all members of the Cumberland Hill Fire District:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	2 <sup>nd</sup> Monday in February
Easter Sunday	Varies each year
Memorial Day	Last Monday in May
Independence Day	July 4
Victory Day	2nd Monday in August
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas	December 25

Holiday pay for the purpose of this section shall be computed on the (10) hours.

All firefighters will be paid for holidays whether they work on the holiday or not. Any firefighter on sick leave at the time of the holiday will receive sick pay only and not holiday pay.

**Section No. 2      PERSONAL DAY**

A firefighter may receive a day off or one's day pay at the firefighter's discretion. This provision (personal day) includes probationary firefighter.

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ARTICLE XVI  
TIME OFF WHILE PERFORMING UNION DUTIES

The District agrees to replace without loss of pay or the requirement to make up such time for the President of Local 2762 to attend the following Union functions: Formal Contract Negotiations with the District Arbitration Hearings. The time off above will be granted. The replacements will be made, if necessary, to maintain minimum manpower as outlined. Replacements shall not be required for any other meetings.

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**ARTICLE XVII**  
**SALARIES-LONGEVITY-OVERTIME**

Salaries for firefighters covered by this agreement shall be as follows:

<b>EFFECTIVE 11/1/13</b>	<b>GRADE 1</b>	<b>GRADE 2</b>	<b>GRADE 3</b>	<b>GRADE 4</b>
	<b>BASE</b>	<b>EMT-B</b>	<b>EMT-D</b>	<b>EMT-C</b>
DEPUTY CHIEF	\$57432.44	\$58885.84	\$58939.36	\$60946.60
CAPTAIN	\$55353.48	\$56806.88	\$57170.88	\$57533.32
LIEUTENANT	\$53494.92	\$54945.80	\$55309.28	\$55672.76
FIREFIGHTER	\$49477.48	\$50930.88	\$51294.36	\$51657.84
PROBATIONARY FF	\$41171.52	\$40486.82	\$40829.14	\$41171.47

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<b>EFFECTIVE 5/1/14</b>	<b>GRADE 1</b>	<b>GRADE 2</b>	<b>GRADE 3</b>	<b>GRADE 4</b>
	<b>BASE</b>	<b>EMT-B</b>	<b>EMT-D</b>	<b>EMT-C</b>
DEPUTY CHIEF	\$58581.09	\$60063.56	\$60118.14	\$62165.53
CAPTAIN	\$56460.55	\$57943.02	\$58314.30	\$58683.99
LIEUTENANT	\$54564.82	\$56044.72	\$56415.47	\$56786.22
FIREFIGHTER	\$50467.03	\$51949.50	\$52320.25	\$52690.00
PROBATIONARY FF	\$41994.95	\$41296.56	\$41645.72	\$41994.90

515

<b>EFFECTIVE 11/1/14</b>	<b>GRADE 1</b>	<b>GRADE 2</b>	<b>GRADE 3</b>	<b>GRADE 4</b>
	<b>BASE</b>	<b>EMT-B</b>	<b>EMT-D</b>	<b>EMT-C</b>
DEPUTY CHIEF	\$59752.71	\$61264.83	\$61320.50	\$63408.84
CAPTAIN	\$57589.76	\$59101.88	\$59480.59	\$59857.67
LIEUTENANT	\$55656.12	\$57165.61	\$57543.78	\$57921.94
FIREFIGHTER	\$51476.37	\$52988.49	\$53366.66	\$53743.80
PROBATIONARY FF	\$42834.85	\$42122.49	\$42478.63	\$42834.80

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EFFECTIVE 5/1/15	GRADE 1	GRADE 2	GRADE 3	GRADE 4
	BASE	EMT-B	EMT-D	EMT-C
DEPUTY CHIEF	\$60947.76	\$62490.13	\$62546.91	\$64677.02
CAPTAIN	\$58741.56	\$60283.92	\$60670.20	\$61054.82
LIEUTENANT	\$56769.24	\$58308.92	\$58694.66	\$59080.39
FIREFIGHTER	\$52505.90	\$54048.26	\$54433.99	\$54818.68
PROBATIONARY FF	\$43691.55	\$42964.94	\$43328.20	\$43691.50

521

522 **Section No. 2 PAY PERIOD**

523

524 Paychecks shall be distributed biweekly on Friday.

525

526 **Section No. 3 LONGEVITY PAY**

527

528 All fire fighters shall be entitled to the following longevity  
529 payments in addition to regular salary.

530 5 to 9 years employment 3.0%

531 10 to 14 years employment 4.0%

532 15 to 20 years employment 4.5%

533 21 and over 5.0%

534

535 **COMPUTATION OF LOVGEVITY:**

536 Longevity entitlement shall be based on the actual years of service  
537 as a full-time fire fighter and shall be paid on the next payday of his/her  
538 annual anniversary of full-time employment with the district.

539

540 **Section No. 4 OVERTIME PAY**

541

542 Firefighters covered under this agreement shall be compensated for  
543 hours worked in excess of their normal tour of duty on the basis of time  
544 and one-half (1-1/2) of said employees regular hourly rate of pay.

545

546 Firefighters who are required by the Chief or his designee to work  
547 fifteen (15) minutes or more beyond their regular shift shall receive time

548 and one-half (1-1/2) for a minimum of one (1) hour.

549

550 If a member is on Department approved training (does not include  
551 college classes), then the member is eligible for a by-pass if offered  
552 overtime.

553

554 Members who belong to the Rhode Island Urban Search and  
555 Rescue Task Force, Rhode Island DMAT, Woonsocket Hazmat Team, or  
556 the Cumberland Water – Dive Recue & Recovery Team and have a signed  
557 MOU/MOA with the district, shall be bypassed for overtime if the member  
558 is participating in a scheduled training/team event.

559

560 **Section No. 5** **EQUALIZED OVERTIME**

561

562 The department shall hire for overtime from rotating seniority lists.  
563 An officer's overtime list shall be used and posted to fill vacancies in the  
564 officer's ranks, and a separate overtime list for firefighters shall be used to  
565 fill vacancies in the private's ranks. Every attempt shall be made to insure  
566 that all members on each list receive an equal opportunity to work an equal  
567 share of any and all overtime. Management reserves the right to fill in for  
568 the Chief as they deemed necessary.

569

570 **Time for responding to overtime telephone calls.**

571

<u>TIME NOTICE</u>	<u>TIME TO RESPOND.</u>
>24 hours notice	30 minutes to respond.
<24 hours notice	10 minutes to respond.
For oncoming shift or immediate fill	Call listed numbers and leave message, if no voice contact then move on to next eligible person.

572

573 Probationary firefighters shall be eligible for overtime after six (6)  
574 months of full-time employment.

575

576           Members shall not be charged for two overtime refusals for the  
577 same time day or night tour. If a member refuses overtime and then after a  
578 24 hour period there is another overtime spot to fill, then the member will  
579 be charged with another refusal if they choose to not accept the shift being  
580 offered.

581

582           Members shall not be charged a block on their regular overtime list  
583 if they get ordered in for a shift.

584

585           Members shall not be charged for taking voluntary overtime on a  
586 contractual holiday or on the night tours of December 24<sup>th</sup> and December  
587 31<sup>st</sup>.

588

589           Members shall be required to take their entire cycle off if they wish  
590 to take December 24<sup>th</sup> or December 31<sup>st</sup> night tours off and have that  
591 overtime go to an order back. Members agree that December 24<sup>th</sup> and  
592 December 31<sup>st</sup> are not contractual holidays and they will not be receiving  
593 any holiday pay.

594

595           Privates will be called for an officer's spot after all the officers and  
596 acting officers have been asked and there is an acting officer already on  
597 duty before an officer is ordered in.

598

599           Officers will be asked for a private's spot after all privates have  
600 been asked before a private is ordered in."

601

602           Overtime may be filled seven (7) days in advanced if the member's  
603 vacation or personal time is already scheduled. Seven (7) days notice must  
604 be given for vacation and personal time off for December 24<sup>th</sup> and 31<sup>th</sup>.

605

606            If a member is taking a contractual holiday off, an entire cycle of  
607 vacation time must be taken that includes the holiday, unless the member  
608 is able to find someone that will work the holiday for them. If someone  
609 agrees to work the shift on overtime the entire cycle does not need to be  
610 taken off.

611            Any member on “Injured on Duty” (IOD), sick time, or leave of  
612 absence will be placed no more that 24 blocks behind the lowest member  
613 on the overtime board. This benefit is allowed only one time in a 12  
614 month calendar year (January – December) per member per IOD, sick  
615 leave, or leave of absence. The member will receive an “X” for all other  
616 time he is unable to work.

617

618 **Section No. 6            CALLBACK**

619

620            All firefighters of the department called back during emergencies  
621 shall be compensated for at least four (4) hours pay at the rate of time and  
622 one-half Callback will be determined by a revolving list.

623

624 **Section No. 7            DUES DEDUCTION**

625

626            The District hereby agrees to deduct Union dues from each weekly  
627 paycheck during the term of this agreement, upon receipt of authorization  
628 from members of Local 2762.

628

629            It is understood that the Treasurer of the District shall send a check  
630 to the Treasurer of Local 2762 the first of every month for the full amount  
631 that has been deducted during that time period.

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ARTICLE XVIII  
COURT TIME

All members of the Department, when required to appear in court on off-duty time for any department related reason, shall be compensated for at least four (4) hours pay at the rate of time and one-half. However, there will be no compensation when said members are named defendants in the action, or alleged negligent parties.



ARTICLE XIX  
SPECIAL DETAILS

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A. Special details paid for by the person or organization conducting the function at which such detail is required shall be offered to off-duty fire fighters in order of rotating seniority.

B. All details will be handled in the following manner:

(a) When the shift officer is notified of any paid detail, he will go to the full-time firefighters rotating detail list.

(b) In the event no full-time fire fighter accepts the detail, the shift officer will then go to the "call firefighters" rotating detail list.

C. All employees covered by this Agreement who are assigned to a special duty of a private nature for an employer other than the Fire District shall be guaranteed a minimum of four (4) hours pay at the rate of time and a half (1.5) of a firefighter EMT-C's rate.

Any details involving the Town of Cumberland and/or the School Department shall be guaranteed a minimum of four (4) hours at the rate of time and a half (1.5) of a firefighter EMT-D's rate.

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

673 E. Firefighters may not work any details for a period of  
674 twenty-four hours after being on sick leave, or he/she will not be  
675 paid for the sick time.  
676

677

ARTICLE XX

678

TEMPORARY SERVICE OUT OF RANK

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Any firefighter with five (5) years experience may serve in an

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acting officer's capacity and shall receive the pay equal to the rank of

682

Lieutenant. Acting officers shall be decided by seniority.

683

684

The senior acting officer will be in charge of a shift in the absence

685

of a ranking officer. If that senior acting officer is already on duty, then

686

that member will get the acting officers pay differential and the member

687

called in on overtime shall be at the regular overtime rate with no acting

688

out of rank pay. If a member is on a swap, the senior acting officer is in

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charge of the shift for that day with no out of rank pay.

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ARTICLE XXI  
IN-LINE-OF-DUTY ILLNESS

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

(A) Members of the Fire Department, covered by this contract who are injured in the line of duty, shall receive full salary or wages and benefits while their incapacity exists or until they are placed on a disability retirement. All other provisions of 45-19-1 of Rhode Island General Laws, 1956 as amended shall also apply.

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

(C) When a member is killed in-the-line-of-duty, the District will pay for the reasonable funeral expenses.

713

ARTICLE XXII

714

MINIMUM MANPOWER

715

716

Each shift shall consist of a minimum of three (3) members

717

covered by the Collective Bargaining Agreement, except during an

718

emergency or major catastrophe.

719

720

**Section No. 2**

VACANCIES-PRIVATE'S RANK

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The department shall make every effort to fill vacancies in

723

the rank of private.

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ARTICLE XXIII  
MUTUAL AID

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It is the understanding between the parties that in any case where the District has a mutual aid agreement with any other City, Town, or District, and the permanent paid Fire Department of such City, Town, or District is involved in a strike and/or informational picket line with said City, Town or District, members of Local 2762 shall not be ordered, directed or requested to man any station in such City, Town or District or to stand by with any fire apparatus owned by said City, Town or District. It is further understood by Local 2762, that its members may be required and shall report to provide mutual aid services in connection with any fire and/or any related emergency call in such City, Town or District even through a strike and/or informational picket line may exist between the paid Fire Department and such City, Town or District.

741 ARTICLE XXIV  
742 CERTIFICATIONS  
743

744 **Section No. 1** EMT & FIREFIGHTER LEVEL 1  
745

746 **EMT** All firefighters appointed after November 1, 1983 are required to  
747 maintain their current EMT and CPR certification.  
748

749 All new fire fighters appointed after NOVEMBER 1. 1995 are  
750 required to become a qualified EMT-A or its equal, and maintain  
751 that certification as presently being done.  
752

753 Effective November 1, 2010 all prospective new hires must be  
754 EMT-Cardiac or its equal certified before being appointed and  
755 must maintain such certification while employed by the  
756 Cumberland Hill Fire District.  
757

758 FIREFIGHTER LEVEL 1  
759

760 All new firefighters appointed after November 1, 1995 must obtain  
761 NFPA Fighter Level 1001 Certification prior to the expiration of  
762 their probationary period as long as the program is offered within  
763 the State, and as soon as the program is available.  
764

765 All firefighters who are mandated to be a qualified first  
766 responder with a CPR Certification, or have an EMT Certification  
767 who must be re-certified, shall be allowed to attend re-certification  
768 sessions and training while on duty with the Chief's permission  
769 with no loss of pay.  
770

771 **Section No. 2** FIRE OFFICER AND ACTING FIRE  
772 OFFICER CERTIFICATION  
773

774 All new officers shall be NFPA 1021 Fire Officer 1 certified at the  
775 time of promotion. All acting officers including current acting officers  
776 shall be NFPA 1021 Fire Officer certified.

777 (All current officers are grandfathered from obtaining Fire Officer 1)  
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ARTICLE XXV  
PROMOTIONAL PROCEDURE

Promotions to the rank of Deputy Chief, Captain, or Lieutenant, within the Fire Department shall be made by the Board of Fire Commissioners with the recommendation of the Chief.

**Eligibility:**

1. All Captains and Lieutenants with a minimum of three (3) years experience shall be eligible for the Deputy Chief's position.
2. All Lieutenants and firefighters with eight (8) years experience shall be eligible for Captain's position.
3. Full-time firefighters with three (3) years service shall be eligible for the Lieutenant's position.

When vacancies exist in more than one of the above ranks at the same time, the highest rank test will be administered first. Each position of rank shall require a separate test.

**Testing Procedure:**

1. **Written Examination:** The examination will be supplied by a recognized testing company.
2. **Oral Examination:** The Oral Board shall consist of three (3) officers of equal rank or greater from an outside department of equal rank than the rank that is being tested for.
- 3.

**Scoring Procedure**

1. **Written Examination Maximum Score:** The maximum score that can be obtained on the written examination is

814 seventy (70). (70 points maximum out of a total possible  
815 point score of 100.

816  
817 **2. Oral Examination:** Fifteen (15) (15 points maximum).

818 The Oral points shall consist of the following:

819  
820 a. **5 Points:** Up to five (5) points may be awarded  
821 by the Chief in his discretion. The Chief shall take  
822 into consideration the candidate's overall  
823 performance as a firefighter including but not  
824 limited to, letter of commendation, performance  
825 evaluations, letters of merit, etc.

826  
827 b. **10 Points- Oral Board:** Up to 10 points may  
828 be awarded by an Oral Board Examination. The  
829 scoring sheet will be signed and dated by each  
830 member of the Oral Board for each individual  
831 candidate.

832  
833 **3. 15 Points-Seniority:** Seniority points shall consist of one  
834 (1) point for each completed year of full time fire fighting  
835 service up to but not exceeding a maximum of fifteen (15)  
836 points.

837  
838 **4. Education Incentive:** 5 points – up to 5 points will be  
839 awarded for those degrees in fire fighting. The Oral Board  
840 examination date shall be used when determining and  
841 allocating total college credits or degree status.

842	30 credits but less than 60	1 Point
843	60 credits (Associate Degree)	2 Points
844	Greater than 60 but less than 120	3 Points
845	Bachelor's Degree	4 Points
846	Master's Degree/Doctorate	5 Points

847 The “Minimum Qualifying Score” (total of oral, written & seniority  
848 scores) is 70 points.  
849  
850 **Education Incentive:** Points for the Education Incentive shall not be  
851 included until a fire fighter has received the “Minimum Qualifying Score.”  
852  
853 The Final Score will be the total of the “Minimum Qualifying Score” plus  
854 the Education Incentive

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856 **B. SELECTION FROM TOP THREE FINISHERS**

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858 The Board of Commissioners shall make all promotions  
859 from among the three (3) top scorers on each test.

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**ARTICLE XXVI**  
**Wellness**

The fact that fire fighters make life and death decisions, operate heavy equipment, work under various degrees of stress and are in constant contact with the public make it management’s duty to insure that they are both physically and mentally fit for duty.

**A. PHYSICALS:** Effective November 1, 2007 all members must obtain an annual physical from their primary care doctor. 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 with BlueChip.

**B. PRESCRIPTION USE:** Any member who is prescribed a prescription drug by their attending physician shall provide to the Chief a copy of the “fact sheet” that the member receives from the pharmacy with their prescription. This information will be kept confidential by the chief. All records that are medical in nature shall be kept in the members personnel file in the chief’s office.

**C. Tobacco Use:** The Cumberland Hill Fire District recognizes that the use of tobacco products are a hazard to one’s health therefore all members of the department are not permitted to smoke or use tobacco products while on duty.

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**ARTICLE XXVII**  
**OFF-DUTY RESPONSES**

Any firefighter who responds "off-duty" to any emergency call or drill of the Cumberland Hill Fire District shall be deemed "on-duty" for the purposes of rights and benefits under this agreement. Firefighters who respond "off-duty" shall be compensated in the same manner as Call Firefighters unless ruled otherwise by a court with jurisdiction in the State of Rhode Island construing the provisions of the Fair Labor Standards Act.

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ARTICLE XXVIII  
NONDISCRIMINATION

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

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

ARTICLE XXIX  
MILITARY LEAVE

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916  
917           Members covered by this agreement who, by reason of  
918 membership in the United States Armed Forces and Reserves, or Army or  
919 Air National Guard, are required by the appropriate authorities to  
920 participate in training activities or in active duty, shall be granted military  
921 leave in accordance with applicable state and federal laws. The District  
922 shall pay the difference between the members' regular salary and the  
923 members' military pay for mandatory annual training and all active duty in  
924 the event that the military pay is less than the members' regular District  
925 salary. All other rights and benefits shall remain in effect.  
926

**ARTICLE XXX**  
**Fire Marshal Job Description**

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930 The title of this position will be “Fire Marshal.”

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The Fire Marshall will be responsible for the operation of the Fire Prevention Office of the Cumberland Hill Fire Department including but not limited to fire code inspections, fire code plan reviews, public fire education and other fire department administrative duties as required by the Chief.

The Fire Marshal must possess the skills to interact with groups of all ages for the purpose of teaching fire prevention education and safety skills. Will be required to formulate and conduct these types of programs in occupancies as assigned by the Chief.

The Fire Marshal will be in charge of seeing that shift personnel are familiar with systems and features dealing with the fire code and fire prevention in buildings within our response area. He/she would also be required to assist with shift assignments, project coordination and preplanning.

The Fire Marshal will be required to perform structural firefighter duties when needed in addition to shift personnel.

The Fire Marshal will be required to maintain training and certifications as a structural line firefighter including a minimum of EMT-B.

The Fire Marshall will be required to attain and maintain the following certifications:

1. Assistant Deputy State Fire Marshal
2. Assistant Deputy State Fire Marshal – Fire Alarm
3. Fire Department Safety Officer

The minimum years required to apply for this position is three (3) years as a fulltime firefighter.

The Fire Marshall will hold a minimum rank of Lieutenant. If the appointee does not already hold rank, he/she will receive an administrative



958 staff position to the rank of Lieutenant. This rank does not remain with the  
959 appointee should he/she bid to another position under the vacancy bid  
960 requirements.

961 The pay will be at the rate of Captain's pay plus EMT differential pay.

962 The workweek will be forty (40) hours; Monday through Friday from 8am  
963 to 4 pm.

964 Vacation days will be five (5) eight-hour days for every four (4) days  
965 earned according to the contract based on years on the job.

966 The Fire Marshal will not be scheduled to work nights, weekends or  
967 holidays unless called in for specific fire prevention purposes on overtime  
968 (time and one half).

969 The Fire Marshal will receive "holiday pay" in excess of his normal pay  
970 according to the collective bargaining agreement.

971 The Fire Marshal will be exempt from equalized overtime and will not be  
972 included on any rotating equalized over time list.

973 The Fire Marshal will not be part of minimum manning requirements.

974 The Fire Marshal's position will not be filled in with shift personnel in his  
975 absence.

976 **Light Duty**

977 The Fire Marshal can be assigned to work "light duty status" under certain  
978 circumstances and on a case by case basis. "Light duty status" must be  
979 agreed to by the Fire Marshal's doctor and will be limited to the fire  
980 prevention and administrative functions only.

981 No onsite inspections will be allowed while on "light duty status."

982 Activities may include office and clerical duties, plan reviews, inspection  
983 scheduling, fire inspection report writing and scheduling, fire prevention  
984 education planning and scheduling etc. No work requiring lifting,  
985 straining, or any firefighting activities will be required or allowed while on  
986 "light duty status." No uniform will be worn while on "light duty status"  
987 however, appropriate business casual attire will be worn.

988 **Clarification**


- 989           1. The Fire Marshal holds the position of Fire Prevention  
990           Lieutenant.
- 991           2. Will be required to work at a fire, but not assigned to an engine  
992           as the officer.
- 993           3. The Fire Marshal would not retain his rank, if he left the  
994           position to go back to the “line”
- 995           4. If a “line” officer’s position opened the Fire Marshal who  
996           received an “administrative promotion to Lieutenant would  
997           have to test for any officers rank including the position of  
998           Lieutenant,
- 999           5. The Fire Marshal would only retain the rank after testing for it  
1000           through the promotional procedure as outlined in the collective  
1001           bargaining agreement.
- 1002

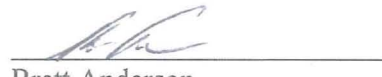
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**ARTICLE XXXI  
DURATION OF AGREEMENT**

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1006


This agreement shall begin November 1, 2013 and terminate at  
1007 midnight, June 30, 2015 provided a notice, in writing, of intent to  
1008 terminate and negotiate a new agreement is shared by one of the parties  
1009 upon the other at least One Hundred Twenty (120) days prior to the 2013  
1010 annual meeting of the Cumberland Hill Fire District. If no such notice is  
1011 service or if service is untimely, this agreement shall renew itself from  
1012 year to year until such notice is given.

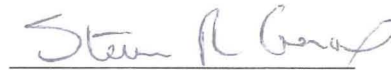
  
Ronald R. Champagne  
Chairman  
Cumberland Hill Fire District

  
Brett Anderson  
President  
Local 2762, IAFF, AFL-CIO

Oct 29, 2013  
Date

10/29/13  
Date

  
Witness

  
Witness

ADDENDUM  
TO THE  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
CUMBERLAND HILL FIRE DISTRICT, INC.  
AND  
CUMBERLAND HILL FIRE FIGHTERS LOCAL 2762  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO  
DATED NOVEMBER 1, 2013 TO JUNE 30, 2015

The Cumberland Hill Fire District, Inc. and Cumberland Hill Fire Fighters Local 2762 mutually agree to the following facts:

- That on November 15, 2005 an addendum to the Collective Bargaining Agreement dated November 1, 2004 to October 31, 2007 it was agreed to between the parties to add sub-section B under Section No. 1 of Article I.
- That in the contract year being November 1, 2007 and all subsequent years thereafter sub-section B under Section No. 1 of Article I was mistakenly left out of the collective bargaining agreements.
- Therefore Article I Section No. 1 B. continues in affect without disruption.

**Article I**

**Section No. 1 Recognition of Union**

- B. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changes in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any changes geographically or otherwise in the location or place of business of either party.

  
\_\_\_\_\_  
Ronald R. Champagne  
Chairman  
Board of Commissioners

  
\_\_\_\_\_  
Brett Anderson  
President, IAFF Local 2762

1/7/2014  
\_\_\_\_\_  
Date

1-7-2014  
\_\_\_\_\_  
Date

**ADDENDUM**  
**TO THE**  
**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**CUMBERLAND HILL FIRE DISTRICT, INC.**  
**AND**  
**CUMBERLAND HILL FIRE FIGHTERS LOCAL 2762**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO**  
**DATED NOVEMBER 1, 2004 TO OCTOBER 31, 2007**

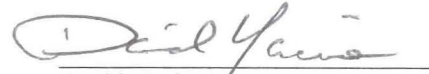
**ARTICLE I**

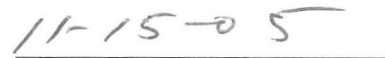
**SECTION NO. 1 - RECOGNITION OF UNION**

- B. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changes in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any changes geographically or otherwise in the location or place of business of either party.

  
Ronald R. Champagne  
Chairman  
Board of Commissioners

  
Date

  
David Yacino  
President, IAFF Local 2762

  
Date

**Amendment to the  
Collective Bargaining Agreement  
Between  
Cumberland Hill Fire District, Inc.  
and  
Cumberland Hill Fire Fighters Local 2762  
Date November 1, 2013 to June 30, 2015**

This amendment supersedes Article IX titled Insurance in the Collective Bargaining agreement dated November 2, 2013 to June 30, 2015.

**ARTICLE IX  
INSURANCE**

**Section No. 1           HEALTH INSURANCE**

- A. The District assumes the full cost of family coverage Vantage Blue by Blue Cross/Blue Shield of Rhode Island with plan year deductibles of \$500.00 for individual, and \$1000.00 for family plans or its equivalent. In the case of an unmarried firefighter, individual coverage is to be furnished.
  
- B. The District agrees to cover up to half (1/2) of the yearly deductibles (\$250 single, \$500 family maximum) as set forth under the current Vantage Blue Plan.
  
- C. **Effective November 1, 2013** all members shall contribute thirty (\$30.00) dollars per week, which shall be deducted from their salary on a pre-tax basis.
  
- D. **Effective April 1, 2014** the District assumes the full cost of family coverage Vantage Blue by Blue Cross/Blue Shield of Rhode Island with plan year deductibles of \$2000.00 for individual, and \$4000.00 for family plans or its equivalent. In the case of an unmarried firefighter, individual coverage is to be furnished.
  
- E. The District agrees to pay full cost of said deductibles by way of a Health Reimbursement Account (HRA) that will be administered by a third party company in conjunction with Blue Cross Blue/Shield of Rhode Island.

Amendment to the  
Collective Bargaining Agreement  
Between  
Cumberland Hill Fire District, Inc.  
and  
Cumberland Hill Fire Fighters Local 2762  
Date November 1, 2013 to June 30, 2015


F. Any and all cost associated with the administration of the Health Reimbursement Account and the third party shall be borne by the District.

G. The District agrees to a cash payment equal to thirty (30%) percent of the total cost per member for Health Care Insurance (as described in Article IX Section No. 1) payable to those members who choose to waive coverage provided by the District in this Article. This buyout is voluntary on behalf of the member and should the member choose to re-establish coverage through the District, the member must pay for any administrative costs or penalties and notify the District in a timely manner of such request. The buyout payment shall be issued in a lump sum to the member in the month of October of each year.

## Section No. 2 PAY PERIOD

Paychecks shall be distributed biweekly on Friday.

In the month of May 2014 or as soon as practicable paychecks shall be distributed weekly on Friday.

  
Ronald R. Champagne  
Chairman  
Board of Commissioner

3/20/2014  
Date

  
Brett Anderson  
President, IAFF Local 2762

3/20/14  
Date