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**CUMBERLAND FIRE DISTRICT (The old smaller district, NOT the newly merged)**

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## **ARTICLE I**

### **Section 1.01 – CONTRACT**

Pursuant to the provisions of Title 28, Chapter 9.1 of the General Laws of Rhode Island, 1956, as amended, entitled "Firefighters I Arbitration", this contract is made and entered into this 1st day of July 2014, by and between the Cumberland Fire District (herein known as "The District") and Cumberland Firefighters Local 4114 International Association of Firefighters, AFL-CIO, (herein known as "The Union"), or its' successor.

### **Section 1.02 - RECOGNITION**

The Cumberland Fire District recognizes Cumberland Firefighters Local 4114 International Association of Firefighters, AFL-CIO, as the sole and exclusive representative and bargaining agent for all full time uniformed Firefighters of the Cumberland Fire District, excepting only the Chief of the department, for the purpose of Collective Bargaining relative to wages, salaries pension hours and working conditions.

It is understood that all full-time Firefighters, covered under this agreement shall be senior to all officers in the Call Rank, pertinent to the "Cumberland Fire Districts' Incident Command System". The rights of The District and The Union shall be respected, and the provisions of this contract shall be observed for the orderly settlement of all questions.

### **Section 1.03 - UNION SECURITY**

The District agrees not to discharge or discriminate in any way against employees for union membership or lawful union activities.

All members within the bargaining unit shall and all full time employees hired into the bargaining unit shall, upon completion of their probationary period, become and remain members of Local 4114 in good standing as a condition of employment. The District shall deduct union dues and assessments in accordance with standard payroll deduction forms as provided to The District by The Union.

### **Section 1.04 - 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, country of ancestral origin, marital status or political affiliation. All references to

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employees in this contract designate both sexes. Wherever the male gender is used it shall be construed to include both male and female employees.

### **Section 1.05 - TIME OFF WHILE PERFORMING UNION DUTIES**

Union officers and/or stewards, not to exceed two (2) in number, shall be granted time off with pay during working hours for participating in, RISAFF Health and Safety conference, CFD/IAFF L4114 labor contract negotiations, arbitration, and grievance hearings and proceedings related to a L4114 grievance (once filed), and State Association yearly conventions. One (1) Union officer or steward shall be granted such time off to attend monthly State Association meetings.

Union officers and/or stewards, not to exceed one (1) in number, plus the aggrieved, shall be granted time off with pay during working hours to investigate and seek settlement of a CFD/IAFF L4114 grievance.

The total number of hours of time allowed off for above described activities shall not exceed one hundred and twenty (120) hours.

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

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

### **Section 1.06 – MILITARY LEAVE**

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

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## ARTICLE II

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### **Section 2.01 - MANAGEMENT RIGHTS**

Except as expressly limited by the terms of this agreement, and the duly established past practices between 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 operating budget and capital expenditures, to establish rules and regulations, 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 Firefighters, 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.

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## ARTICLE III

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### **Section 3.01 - SENIORITY**

A Firefighter's seniority shall be determined by the length of his continuous service as a full-time, paid Firefighter on the payroll of The District. In the event that more than one (1) Firefighter would otherwise have the same seniority, the Firefighter who scored highest on the CFD entrance examination shall be deemed senior.

A probationary Firefighter shall have no seniority and may be terminated with just cause as determined by the Board of Commissioners. At the end of a twelve (12) month probationary period and upon his appointment as a Firefighter, his seniority shall be retroactive to date of hire at which time he is eligible to join the union.

Accurate and up to date seniority lists shall be posted in each station prior to June 1st of each year.

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

### **Section 3.02 - TEMPORARY SERVICE OUT OF RANK**

Members of the Cumberland Fire District, up to and including the rank of Deputy Chief, who are ordered to assume the responsibility of a higher rank, shall be compensated for this service. Members with 3 years of full-time experience with the approval of the Chief or his/her designee may serve in an acting officer capacity when the regular shift officer is out.

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Acting officers shall be decided by seniority on the shift. If the senior member declines acting officer, the least senior member shall be ordered to be acting officer if qualified.

Members working overtime on Shift 5 (five) shall be compensated for overtime at their regular rate of pay.

### **Section 3.03 - LAYOFF**

In the event that The District at any time during the term hereof lays 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.

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

### **Section 3.04 - LIMITED BID SYSTEM**

Vacancies shall be filled by the senior man who bids for a vacancy. When a member is awarded a new shift position through the bid system, that member's old shift position would immediately be considered vacant and bid in the same fashion during the same session.

Upon the determination of a vacancy the Chief shall post a date for the bid process, within a reasonable amount of time, not to exceed fourteen (14) days. The Chief and the Local shall then conduct a bid to determine all transfers. The Chief shall make all transfers within fourteen (14) days of the bid being conducted.

A vacancy exists when a member retires, dies, is promoted, resigns, or is terminated. Additionally, a vacancy shall include any and all newly created or funded positions.

In addition to the foregoing, there shall be an annual bid to be held in the month of December. Transfers resulting from the annual bid shall take place in the month of January. This bid shall be by seniority. Members shall be able to bid to any shift that is presently held by a more junior member. The rotating shifts shall have at least one member serving above the rank of private per shift to be the shift officer. This annual bid will be for the firefighter rank only.

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Bidding shall be arranged so that at no time shall 2 (two) probationary firefighters have to be placed on the same shift.

The District shall make every attempt to minimize and equalize the effects of the bid upon the work schedule.

If there is a problem on a shift, the Union and the District shall investigate the situation, and if deemed necessary, remove the less senior member and replace him with the less senior member (including probationary employees).

## **ARTICLE IV**

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### **Section 4.01 - DUTIES**

The principal duties of the members of the fire department shall consist of the prevention, control and extinguishing of fires, first aid and general public aid, together with the necessary administrative, and fire related service functions as determined by The District, including those presently conducted by the Fire Department. Administrative duties do not include collection of tax money or checks.

The Deputy Fire Chief shall assume the duties of the Fire Chief in his absence. The Deputy shall obtain and maintain the R.I. Deputy State Fire Marshall certification in order to assist with those duties.

### **Section 4.02 - SAFETY**

It is in the interests of both parties to this agreement that the equipment used and practices followed in the discharge of duties of the Firefighters conform to the N.F.P.A. 1500 standard of safety. Unsafe equipment or practices will be brought to the Chief promptly. Unsafe equipment or practices reported and not corrected shall be grieved in accordance with the provisions of ARTICLE XI herein.

### **Section 4.03 - HOURS**

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

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In addition there shall be at least one (1) member scheduled on duty for days (Shift 5), consisting of four (4) ten (10) hour day shifts, with said shifts scheduled Monday through Friday, 0700 hrs to 1700 hrs, for a forty (40) hour work week. A member assigned to this schedule shall have the option of which day during the week he/she will not work, including holidays listed in Section 5.01 of this agreement. The member holding the position of Deputy Chief shall normally work this “day shift” schedule, as described, for the purposes of this agreement. The Deputy Chief shall make every effort to notify the Chief of the department of the following week’s schedule seven (7) days in advance.

The Chief may establish additional shifts as deemed necessary by the district.

#### **Section 4.04 - SUBSTITUTIONS**

Members shall be permitted to arrange for a substitute to take their place for part of, or all of any shift, provided that the substitute is a Firefighter covered by this agreement or a probationary employee.

The Chief or his designee shall be informed in writing by the member arranging for a substitute. Members of the Department will make every effort to notify the Chief or his designee in writing 24 hours in advance that a substitute will be working his shift. The Union agrees that there will be no overtime or premium pay liability on the part of the District due to any substitutions that are made.

#### **Section 4.05 - OVERTIME**

Members of the firefighting units who are required to work beyond their regular shift shall be paid at the rate of time and one half.

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

All members called back to cover a full shift that was vacant due to injuries, illness, vacation, personal leave, or whatever reason (except substitutions, section 4.04) shall receive at least four (4) hours pay at the rate of time and one-half (1.5) provided that such call back is not a carry over from their normal duty shift or an early start time of a scheduled shift.

All overtime shall first be offered to the available full-time Union members. Available full-time Union members shall not include firefighters on vacation, out on sick time, personal time, or firefighters already scheduled to work the shift. Members participating in union duties as stipulated in Section 1.05 shall be bypassed for

overtime while performing these duties. Management agrees to use a fair and equitable system to attempt to distribute overtime (rotating callback).

There shall be one overtime list established which will designate the number of overtime hours work. When overtime is needed, the member who is qualified to fill that shift with the least amount of overtime hours worked shall be asked first. If a member passes an overtime opportunity, the number of hours passed will be listed and will count towards the members total overtime hours worked.

#### **Section 4.06 - COMPENSATORY TIME**

Members shall have the option of receiving compensatory time off in lieu of overtime pay. Such compensatory time shall not be taken on the eve, nor the day of any holiday.

Compensatory time shall be charged at a minimum of four (4) hours when used. Members shall receive approval of the Chief or his designee prior to using compensatory time and shall not be denied under normal, non-emergency operating conditions. A member may carry up to a maximum of forty eight (48) hours into the next contract year. Compensatory time shall not be banked in an amount exceeding forty-eight (48) hours.

Compensatory time shall be calculated at the rate of one (1) hour of compensatory time for each hour of overtime worked. A member working an overtime shift that is vacant due to another member redeeming compensatory time is not eligible to receive compensatory time for that shift. Compensatory time shall be voluntary overtime fill only; no holdovers shall occur to cover Compensatory leave.

#### **Section 4.07- REPLACEMENT POLICY**

Upon the effective date of this agreement, all shifts on a rotating schedule, vacant due to injury, illness, vacation, personal leave, compensatory time, bereavement leave, or whatever reason shall be filled by bargaining unit members or a probationary employee. In addition, if a member is not available to respond on the apparatus a call back shall be made to fill such absences.

In addition, in instances when the non- rotating shift (Shift 5 “days shift”) is vacant for the above reasons, other than vacation, for more than 8 (eight) consecutive working days, the shift will be filled by a bargaining unit member or probationary employee, until such time that the employee assigned to the shift returns to work, or in the case of separation of employ, is replaced by promotion/ new hire.

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In instances where all members have declined voluntary overtime, the least senior member shall be held over. In instances where a shift officer is required the least senior officer, acting or permanent, shall be held over.

#### **Section 4.08 MINIMUM STAFFING**

There shall be a minimum of three (3) firefighters scheduled, on duty, and able to respond on the apparatus at all times including a minimum of two (2) Union members and/or one (1) probationary member. In addition there shall be one (1) member scheduled and on duty for the day shift, designated as Shift 5, as stipulated in Section 4.07 replacement policy.

Probationary members shall have at least twenty (20) working days full-time experience with the department to count towards minimum manning for the purpose of this section. Probationary members with at least three (3) years CFD call-force experience may count towards minimum manning after ten (10) days full-time experience, with the approval of the Chief or his/her designee.

If a member is not available to respond on the apparatus a call back shall be made to fill such absences.

#### **Section 4.09 EMERGENCY CALL BACK**

When an emergency call back is deemed necessary by the Chief or his/her designee, members contacted for such call back shall respond to duty without the right of refusal except in cases outlined in established departmental policy mutually agreed upon by the department and the union. Call back shall be compensated as outlined in Section 4.5 Overtime, unless the member is called back to duty less than four hours before the beginning of their normal shift. In such cases, the member will be compensated for the actual number of hours worked before their normal shift.

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

1. The member is out sick or on family sick leave.
2. The member is on a previously scheduled vacation.
3. The member is out on an injury on duty.
4. The member is out of town with an estimated time of arrival of more than two (2) hours.

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5. The member has a family care issue preventing them from responding to duty.

Any member who refuses to report for emergency call back for any reason other than stated above shall be subject to disciplinary action.

Emergency callback shall start with members from the next oncoming shift (least seniority to most seniority). If the oncoming shift does not provide sufficient staffing, the callback shall include all members of the department (starting with least seniority to most).

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## ARTICLE V

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### **Section 5.01 - PAID HOLIDAYS**

Members of this department covered by this contract shall receive the following holidays:

1. New Years Eve (17:00 - 07:00)
2. New Years Day
3. Martin Luther King Day
4. President's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Christmas Eve (17:00 - 07:00)
12. Christmas Day

Beginning January 1, 2005 at 7:00AM, the holidays described in this article shall be paid holidays for all members covered by this agreement. Each member shall

receive one (1) day's pay for each holiday covered whether the member works on that particular day or not.

For purposes of holiday pay computation, a "day's pay" shall equal eight (8) hours at the members regular hourly base pay rate. Beginning July 1, 2005 a "day's pay" shall equal one fourth (1/4) of the members weekly base pay.

### **Section 5.02 – HOLIDAY BONUS**

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

## **ARTICLE VI**

### **Section 6.01 – SALARIES**

Base salaries for all members of the department covered by this agreement are as follows (weekly, by rank)

<b>EFFECTIVE</b>	<b>7/1/2014</b>	<b>7/1/2014</b>	<b>1/1/2015</b>	<b>1/1/2015</b>
	<b>BASE</b>	<b>EMT-B</b>	<b>BASE</b>	<b>EMT-B</b>
<b>DEPUTY CHIEF</b>	<b>1146.55</b>	<b>1165.78</b>	<b>1168.81</b>	<b>1188.04</b>
<b>CAPTAIN</b>	<b>1054.26</b>	<b>1073.49</b>	<b>1074.73</b>	<b>1093.96</b>
<b>LIEUTENANT</b>	<b>1028.79</b>	<b>1048.02</b>	<b>1048.76</b>	<b>1067.99</b>
<b>FIREFIGHTER</b>	<b>960.43</b>	<b>979.66</b>	<b>979.07</b>	<b>998.30</b>
<b>PROBATIONARY</b>	<b>797.85</b>	<b>817.08</b>	<b>813.34</b>	<b>832.57</b>

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

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

### **Section 6.02 - LONGEVITY**

Longevity pay shall be computed as a percentage of base salary and be paid in one lump sum on the member's anniversary date of hire. Longevity pay shall be paid in a separate check from normal payroll, all moneys taxed as applicable.

For purposes of computing longevity pay the following schedule will be used:

3.5% - of base salary for five to nine years of service.

4.5% - of base salary for ten to fifteen years of service.

5.5% - of base salary for sixteen years or greater.

### **Section 6.03-EMT INCENTIVE; EMS AND TRAINING OFFICER PAY**

All new hires after July 1, 1995, shall have to obtain and maintain EMTA certification as a condition of continued employment and to be eligible for the aforementioned payment. New members must complete this requirement as a condition of employment.

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## **ARTICLE VII**

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### **Section 7.01 - SICK LEAVE**

Each full time member of the bargaining unit shall earn sick leave at the rate of twelve (12) hours per month for a total of one hundred forty-four (144) hours per calendar year.

Sick leave will be granted for absence from duty because of actual personal illness, noncompensable bodily injury or disease and exposure to contagious disease. It may also be granted for a maximum of forty eight (48) hours in any one (1) year because of illness in the member's immediate family. If a member of the bargaining unit is required to furnish a physician's certificate for a sick leave absence which

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exceeds twenty four (24) hours and the physician charges a fee for furnishing the certificate, The District shall pay such fee.

Payment for unused sick hours upon retirement shall be thirty percent (30%) of all unused sick leave with a cap of six hundred (600) hours paid out.

A bargaining unit member with more than 1008 (one thousand eight) hours of sick time accrued as of December 1<sup>st</sup> each year will be eligible to convert those hours greater than 1008 (one thousand eight) to a cash payout, with a maximum of 48(forty eight) hours convertible to cash. This payout will be made during the second pay period in December at the members hourly rate as of December 1<sup>st</sup> of that year.

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## ARTICLE VIII

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### **Section 8.01 - IN THE LINE OF DUTY INJURY**

When 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 the members weekly earnings for accumulated sick leave, vacation leave, and compensatory time which had accrued to such deceased member at the time of his death.

Members shall receive full salary while they are incapacitated as a direct result of an "on the job" injury or illness until they are placed on a disability retirement and none of said period of disability shall be deducted from the member's sick leave.

When a member is killed in the line of duty, The District shall pay for the funeral expenses not to exceed seven thousand five hundred (\$7,500.00) dollars.

### **Section 8.02 – BEREAVEMENT LEAVE**

In the event a death occurs in the immediate family of a member of the fire department, The District agrees to pay the member for time lost, such time not to exceed four (4) working shifts off.

Lost time in the case of each such death is for the purpose of attending funeral services and making necessary arrangements therefore and grieving. The term "immediate family" shall be defined to include father, mother, spouse, significant other, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchildren. In the event of a death of an aunt, uncle, niece, nephew, or grandparent-in law, and the funeral falls on a members working day shift, the

member shall be granted that shift off without loss of pay or time in order to attend the funeral.

### **SECTION 8.03 - VACATION LEAVE**

All members of the fire department shall be eligible for vacation according to the following schedule:

1-4 years-	96 hours
5-9 years-	144 hours
10-14 years-	192 hours
15-19 years	240 hours
20 or more years-	264 hours

Seniority shall be the deciding factor when choosing vacations.

A member covered under this agreement shall not be allowed to work his own vacation.

Vacation shifts may be banked up to a maximum of one hundred twelve (112) hours. This vacation time may be taken in subsequent years or shall be paid for upon retirement.

Vacation time shall be used in day shifts and night shifts. No more than fifty (50) percent of vacation shifts shall be taken on day shifts (see example). Example: 12 shifts eligible for vacation would be 144 hours (6x10) + (6x14). Using this example, a member may take their vacation in any combination of days and nights, with no more than six (6) day shifts taken. Members normally scheduled to work 100% day shifts at the time that they are using vacation, may take vacation as 100% day shifts.

Vacation request must be made as follows, with the exception that the Chief shall give consideration to employees with special situations:

Two (2) shifts or less	Twenty-four (24) hours notice
Three (3) to four (4) shifts	Seven (7) days notice
Five (5) or more shifts	Fourteen (14) days notice

Each member covered under this agreement shall be entitled to receive two (2) personal shifts, each being a ten(10) or fourteen (14) hour shift, off during each contract year. Such leave must first be approved by the Chief or his designee and shall not be unreasonably denied. Personal shifts must be taken by the end of each contract year.

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### **Section 8.04 - OFF DUTY RESPONSE**

Any Firefighter who responds "off-duty" to any emergency call or attends "drill night" for The Cumberland Fire District shall be deemed "on-duty" for the purposes of rights and benefits under this agreement.

Firefighters who respond to either situation shall be compensated in the same manner as a call-Firefighter.

### **Section 8.05 - COMPENSATION AT SEPARATION OF EMPLOY**

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, sick time as per Section 7.01, and compensatory time, 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 estate.

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## **ARTICLE IX**

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### **Section 9.01 - CLOTHING ALLOWANCE**

The clothing allowance for all members of the fire department covered by this contract shall be as follows (annually): \$700.00 paid on the first day of September each year. This payment shall be paid annually.

In addition, the clothing maintenance for all members of the fire department covered by this contract shall be as follows (annually): \$300.00 paid on the first day of December each year. This payment shall be paid annually.

All uniforms shall comply with N.F.P.A. 1500. The clothing allowance shall be paid on the first payday of September. Payments shall be in a check separate from the regular payroll check.

### **Section 9.02 - UNIFORMS**

The uniform for members shall be as stipulated in Cumberland Fire District Standard operating procedures, Index number 5-12, titled Uniforms and Uniform Policy dated October 22, 2007. Any changes to this policy and procedure shall be

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done with negotiations and approval of the Local. Any changes to this policy or the implementation of this policy shall be subject to section 9.03.

### **Section 9.03 – CLOTHING**

If The District requires a change of uniform, The District shall be responsible for the initial cost for such required change.

### **Section 9.04 - PROTECTIVE GEAR**

The District agrees to supply members of the fire department covered by this contract with protective clothing and equipment, all of which conform to N.F.P.A. 1500.

All new hires will receive clothing and equipment, which conform to N.F.P.A. 1500. Protective gear for full-time Firefighters shall consist of the following:

- a. Fire Coat and Lining.
- b. Night Hitch and Suspenders.
- c. Steel toe Night Hitch Boots.
- d. Fire Helmet with shield.
- e. Leather Firefighting Gloves.
- f. Nomex hood.
- g. Individual Scott Mask.
- h. Flash Light and batteries maintained by the District.
- i. Pocket Mask with one way valve.
- j. One pocket spanner wrench.

Note: Flashlight - Survivor or equal, one charger for each station will be supplied.

The District shall re-issue similar protective gear to replace that which is worn, destroyed or mutilated as a result of destruction in the line of duty.

Members shall be allowed to wear personal articles of gear as long as such gear is N.F.P.A. 1500 approved and does not conflict with the operating procedures or in any way create confusion or a hazard at a response scene. The District shall not be responsible in any way for personal articles of gear.

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## ARTICLE X

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### **Section 10.01 - MEDICAL BENEFITS**

The District shall provide coverage as follows effective April 1, 2014:

BC/BS VANTAGE BLUE 100/80 \$2000-\$4000. The members will be responsible for the first \$250 of the \$2000 deductible for a single member in network benefit and \$500 toward the \$4000 deductible for a family member in network benefit.

The balances of each member's deductible will be paid for and managed by the District through an H.R.A. administrator.

Each member will be responsible to pay 5 (five) percent towards the premium for whichever plan they choose.

### **Section 10.02 - LIFE INSURANCE**

The Union shall be responsible for providing active members of the bargaining unit with thirty thousand dollars (\$30,000) of life insurance. The Fire District will reimburse Local 4114 for the cost of providing this life insurance not to exceed one hundred thirty dollars (\$130.00) per member, payable when due. The Union shall provide the District with a copy of the certificate of coverage.

### **Section 10.03 - DENTAL PLAN**

The District shall provide and pay for Delta Dental Plan coverage Levels I, II and IV for each member of the department and his family if he is married. This section subject to the rules and regulations of Delta Dental, or an equivalent provider of dental insurance benefits as agreed to by a majority of the local covered under this contract and a majority of the Board of Commissioners.

### **Section 10.04 - MEDICAL BENEFIT OPTION**

The District agrees to a cash payment equal to thirty (30) percent of the total cost per member for medical benefits, payable to those members who choose to waive coverage provided by The District in accordance with Article 10.01. This waiver will be equal to the cost of a single member coverage policy.

This waiver 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 cost or penalty and notify the district in a timely manner, of such

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request. The waiver payment shall be issued in a lump sum to the member during the month of October of each year.

### **Section 10.05 PRIVATE VISION PLAN:**

The Union shall be responsible for providing a private vision plan for all members covered by this agreement in the active employ of the district. The District shall pay to Local 4114 the sum of one hundred dollars (\$100.00), annually, per member, for the purpose of providing this plan. The District shall make the payment to the Local for the vision plan on July 1<sup>st</sup> of each year.

### **Section 10.06 MEDICAL BENEFITS FOR NEW HIRES:**

The District shall provide coverage as the member needs, under the same benefit, same service, and same network as is in place as of June 30, 2011. See Attachment A for outline of benefit structure and summary. The probationary firefighter will be responsible for 10% towards the cost of this coverage and the District will be responsible for 90%. When the probationary period is ended, the firefighter is eligible to receive coverage through the prevailing health insurance plan indicated in the current contract for the CFD firefighters.

Effective July 1, 2011, the member will have the option of choosing a deductible level different from the above mentioned level of coverage to reduce or eliminate out of pocket expense.

### **Section 10.07 ADDITIONAL HEALTHCARE BENIFITS:**

#### **Healthcare Benefits for Retirees who are placed on an Occupational Disability**

The District agrees to continue the health care plan benefits and dental plan benefits (individual or family) for members of the Department who are disabled in the line of duty and who retired because of said disability. The District agrees to fully pay for the health care plan benefits and dental plan benefits with no cost to the retiree.

The health care plan will be the same as offered to the members in the CBA. The district will pay for the health care plan until age 65 when the retiree shall be eligible for Medicare.

In the event a retiree dies while retired on an occupational disability and the death was related to the injury and/or illness of the said disability, the District shall provide healthcare and dental benefits as provided for in the following section.

### **Healthcare Benefits for the family of a member that dies in the Line of Duty**

The District agrees to continue health care plan benefits and dental plan benefits (individual or family) for the widow/widower and/or dependent child/children of the member who died in the line of duty. The District shall provide said benefits for the widow/widower until age 65 or up until he or she remarries or becomes eligible for health plan benefits through another employer. The child/children shall be covered up until age 18, or 21 if a student, or they become eligible for health plan benefits through another employer. The District agrees to fully pay for the health care plan benefits and dental plan benefits with no cost to the retiree's family.

### **Section 10.08 PHYSICALS:**

As of July 1, 2011 all members must obtain an annual physical from their primary care doctor. The member shall obtain certification from their primary care doctor ( or medical facility) that they have obtained their yearly physical which shall be submitted to the Chief and will be kept in the members file. See Appendix B for the certification form to be used.

## **ARTICLE XI**

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### **Section 11.01 - GRIEVANCE PROCEDURE**

A grievance shall be defined as a violation of the Collective Bargaining Agreement.

For the purpose of resolving alleged grievances of members of the Cumberland Fire Department, the following Grievance Procedure is accepted by The District. Union representation may be present at any of the following ranks upon request of the aggrieved member. When the Union or a member of the department has a grievance,

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it may be taken up with the officer in charge, and if not settled, the grievance may then be presented to the Deputy Chief. In any case where the grievance has not been settled by the foregoing procedure, it shall through the President and Executive Committee of Local 4114, present the grievance to the Chief of The Department within twenty (20) working days. The Chief of the Fire Department shall meet with the President and Steward of Cumberland Local 4114, within five (5) working days of receipt of a request from the president of the local. If either party feels it is necessary, the individual or individuals involved in the grievance shall be ordered to appear before the Chief of the Fire Department, the President of the Local, and members of the Executive Committee of Local 4114 for the purpose of testifying on the grievance. If agreement cannot be reached via this method, then the President and Steward of Cumberland Local 4114 may request through the Chief of the Department, a hearing before the board of Commissioners for final disposition of the grievance. Said hearing is to begin within five (5) working days of the request; and the Chairman of the Fire Commissioners shall give an answer within five (5) working days of the grievance being heard, or longer as agreed, or the Union may proceed to the next step in the grievance process with the understanding that no procedural error has been committed by The District.

### **Section 11.02 - ARBITRATION**

If agreement cannot be reached via the procedure set forth in the previous section on any grievance, the grievance may be referred to arbitration by either party giving to the other written notice thereof. The parties shall endeavor to select an impartial arbitrator by mutual agreement; but in the absence of such agreement within one (1) week after receipt of such notice, the matter shall be referred to the American Arbitration Association for selection of an arbitrator and arbitration proceedings in accordance with its Voluntary Labor Arbitration Rules. The fees and expenses of the impartial arbitrator shall be born equally by both parties.

## **ARTICLE XII**

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### **Section 12.01 - PENSION PLAN**

The District shall provide a retirement benefit pursuant to the State Twenty (20) year plan for Policemen and Firemen (General Law 45-21.2-1 et seq.) with the member contributing eight (8%) percent of salary and The District paying the balance thereof. The parties agree that the retirement benefits, under the Municipal Employees

Retirement System (Police and Fire), for all members covered under this agreement shall be modified to reflect the C.O.L.A./escalator paid in accordance with the requirements of the State pension plan, to be initiated by the District on or about January, 1999, with contributions commencing January, 2000, for retirements effective after January, 2001.

### **Section 12.02 - 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 Representative.

### **Section 12.03 - PERSONNEL FILES**

A member, upon reasonable request to the Chief or his designee, shall have access to their personnel files.

### **Section 12.04 - EDUCATION EXPENSES**

Members of the department shall be eligible for reimbursement of tuition and required text cost for Fire Science, Emergency Management, and Public Administration Degree Programs upon successful completion of such courses. These payments shall be subject to the following limitations:

- a. Courses shall be taken in a Fire Science, Emergency Management, or Public Administration degree program, or NFPA 1001, level I or II, or other NFPA accreditation classes. Also included shall be classes or seminars as approved by the Chief or his designee.
- b. Each member shall be limited to three (3) degree courses per semester, and a total of six (6) degree courses per fiscal year.
- c. Reimbursement shall be made upon presentation of grade reports indicating the member has achieved a grade of "C" or better. In cases of seminars requiring pre-registration for admittance, The District shall make payment prior to starting. This payment is to be reimbursed to The District upon failure of member to produce a grade report of "C" or better or certificate showing he has completed the seminar, unless member was

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not able to attend seminar due to extreme circumstances (i.e.: sickness, district business, or situations of similar urgency).

Any mandatory classes or seminars mandated by The District shall be the financial responsibility of The District. Any off duty time spent by members to attend said classes or seminars shall be compensated at time and one-half (1.5) while attending class or seminar.

The maximum cost to the District, for this section, for members covered by this agreement, shall not exceed four thousand dollars (\$4,000.00) per year.

Beginning July 1, 2005 members of the bargaining unit possessing a Bachelors' Degree in Fire Science, Emergency Management, or Public Administration on or before June 30 shall receive five hundred (\$500.00) dollars per year, payable in a separate check with all applicable taxes withheld in the first week of July. Members possessing an Associates' Degree in Fire Science, Emergency Management, or Public Administration on or before June 30 shall receive two hundred fifty (\$250.00) dollars per year, payable in a separate check with all applicable taxes withheld in the first week of July. Members possessing a Masters' Degree in Fire Science, Emergency Management, or Public Administration on or before June 30 shall receive seven hundred and fifty (\$750.00) dollars per year, payable in a separate check with all applicable taxes withheld in the first week of July.

Members shall receive payment for the highest attained qualified degree. Members possessing multiple degrees will receive one stipend coinciding with their highest degree level.

### **Section 12.05 - TRAINING SCHOOLS AND SEMINARS**

Notice of training schools and seminars received by The District will be posted within twenty-four (24) hours after receipt.

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## ARTICLE XIII

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### **Section 13.01 - PROMOTIONAL PROCEDURE**

1. Examination notice will be posted along with a job description and a reference list for study.
2. One copy of source material shall be provided for the in station use of employees preparing to take such examinations. Examination materials for the Lieutenant's exam shall be the current editions of: IFSTA Essentials, IFSTA Company Officer, and the Cumberland Fire Department's SOP/SOGs. Examination materials for the Captain's exam shall be the Lieutenants material and Effective Supervisory Practices (current edition). The Deputy Chiefs' examination materials will be the Lieutenant's materials, the Captain's materials and IFSTA Fire Suppression and Detection Systems (current edition).
3. Candidates must notify the Chief, in writing that they will take the exam within fifteen (15) days of posting. Examinations will not be given less than ninety (90) days after the posting date. Candidates who fail to appear for the exam will not be allowed to retest or make up the exam. Candidates who fail to appear for an exam without a reasonable excuse as determined by the District's Personnel Committee shall reimburse the District for the cost of the individual's examination materials.
4. Eligibility:
  - a. Lieutenants with a minimum of three (3) years full time continuous employment as a career Lieutenant for the CFD and career CFD Captains shall be eligible for the Deputy Chief's position.
  - b. All career CFD Lieutenants, and firefighters with eight (8) years full time continuous employment as a career firefighter for the CFD, shall be eligible for Captains' position.
  - c. Full time firefighters with three (3) years full time continuous employment as a career firefighter for the CFD shall be eligible for the Lieutenants' position.
5. Exams will include a written test. The passing mark for the written test shall be a minimum of sixty-five (65) percent of the questions being correct. Only those passing the exam will be allowed to continue the examination process. Those who do pass will be notified by mail.
6. A final score will be calculated by adding the following points to the candidates test score:
  - a. Seniority points: Seniority points shall consist of one (1) point for each completed year of full time service with the CFD.

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- b. Education points:
    - Associates' degree in Fire Science: 3 points
    - Associates' degree other: 2 points
    - Bachelors' degree Fire Science: 5 points
    - Bachelors' degree other: 3 points
    - For multiple degrees, points shall be given for highest degree only.
  - c. Fire Science "core" classes (those with the FIRE prefix) successfully completed: .20 points. NFPA certifications successfully completed: .25 points each. The maximum number of points allowed under this paragraph shall be three (3) points.
7. A final eligibility list in order of finish shall be established and posted, within 14 days of completion of the process. All rankings are final and there shall be no appeal process, except for computational error. Notifications of final test results will be sent to the union representative.
  8. All tests shall fall under the following guidelines:
    - a) Be multiple choice.
    - b) Be written and administered by a third party both the Union and District agree upon.
    - c) Results will be announced to the Union and The District at the same table.
  9. Promotional examinations shall be given when a vacancy exists or is anticipated in that rank or no appropriate promotional list is in effect. All positions shall be filled from the appropriate promotional list within thirty (30) days after the vacancy occurs. All promotions shall be made from the top employee on the promotional list. Should that member refuse, the next listed member shall be offered the promotion. The member refusing shall not lose his or her position on the list for the duration of the list.
    10. Personnel taking promotional examinations may review their test one (1) time with a two and one-half (2.5) hour maximum time limit. The review period shall last fourteen (14) days.
  11. All promotional lists shall last for a three (3) year period.
  12. In order to provide for the security of testing materials prior to the examinations the following procedures shall be followed:
    - a. Upon arrival of testing materials at the District's headquarters, the testing materials shall remain sealed in the original package.

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- b. A representative from the Union (not taking an exam) and a representative of the District shall unseal the package, check the materials for accuracy, reseal the package and initial the seals.
  - c. The materials package shall remain sealed until the day of the exams when it shall be opened at the testing site after the respective representatives ensure the integrity of the seals.
  - d. Before the materials are shipped for correction, a copy of the examination answer sheets shall be made and kept by the District in the event that the shipment is lost in transit.

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## **ARTICLE XIV**

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### **Section 14.01 – NON CIVIC DETAILS**

Special details paid for by the person or organization conducting the function at which such detail is required shall be offered to off duty union Firefighters first, in order of seniority (rotating). All members who are assigned to such a detail shall be guaranteed a minimum four (4) hours pay.

The rate of pay shall be one and one half (1 ½) times the Lieutenants salary rate. Special details shall be paid to the members by the District for work performed within the District only.

### **Section 14.02 - COURT TIME**

All members of the department, when required to appear in court on off duty time on behalf of the department, shall be compensated for at least four (4) hours pay at the rate of time and one-half (1.5).

### **Section 14.03 - PAYROLL**

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

### **Section 14.04 - LEGAL ASSISTANCE AND INDEMNIFICATION**

In the event any employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of his

duties as an employee of the Cumberland Fire District, the Cumberland Fire District agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceeding; provided, however, the District shall have the right to deny all or a portion of benefits under this section if it determines that the employee acted outside the scope of his employment.

#### **Section 14.05 - SEVERABILITY**

In the event any section of this contract is deemed in violation of any law by a court of competent jurisdiction, the remainder of the contract shall be deemed to be valid and effective.

#### **Section 14.06 – HOURS REOPENING**

The District and Local 4114 agree that during the term of this Agreement, either party shall have the right to reopen this contract and to discuss with the other party the subject of Section 4.03 Hours, and both parties hereto agree that upon receipt of such request, they will meet with the other party to undertake discussions concerning said section.

### **ARTICLE XV**

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#### **Section 15.01 - DURATION OF CONTRACT**

This agreement shall be for the term of one (1) year, commencing July 1, 2014 and ending June 30, 2015.

## **Section 15.02 – BINDING EFFECT**

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

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

IN WITNESS WHEREOF, The Cumberland Fire District Board of Commissioners has caused this instrument to be executed by James N. Leonard, its' Chairman, thereunto duly authorized as of this 1st day of July in the year of 2014, and said Local 4114 International Association of Firefighters, AFL-CIO, has caused this instrument to be signed by Jeffrey C. McCabe, its President, there unto duly authorized as of this 1st day of July in the year of 2014.

IN THE PRESENCE OF:

CUMBERLAND FIREFIGHTERS  
LOCAL 4114

CUMBERLAND FIRE DISTRICT

Jeffrey McCabe, President:  
Cumberland Firefighters Local 4114

James N. Leonard, Chairman:  
Board of Commissioners

Cumberland Firefighters Local 4114  
Witness

Board of Commissioners  
Witness

