

AGREEMENT BY AND BETWEEN
NORTH CUMBERLAND FIRE DISTRICT
AND
NORTH CUMBERLAND FIREFIGHTERS,
LOCAL 2722
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO
July 1, 2014 – June 30, 2015

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AGREEMENT

Pursuant to the provisions of Title 28, Chapter 9.1 of the General Laws of the State of Rhode Island, as amended, entitled "An Act for Settlement of disputes Concerning Wages or Rates of Pay of Other Terms and Conditions of Employment of Fire Departments," this Agreement is made and entered into the day of as July 1 A.D., 2014 by and between North Cumberland Fire District (hereinafter called "The District") and North Cumberland Firefighters, Local 2722 (hereinafter called "The Local").

ARTICLE I

Section 1 – RECOGNITION

- A. The District hereby recognizes the Local as the exclusive bargaining agent for all paid, full-time firefighters of Deputy Chief's rank and below employed by The District.
- B. All paid, full-time firefighters of Deputy Chiefs rank and below shall be referred to within this contract as "Department Personnel"
- C. 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 changed 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 except as stated in Article 12, Section 1.

Section 2 – DUES

- A. The District agrees to deduct union dues upon receipt of authorization from the members of the Local. Said authorization cards are to be submitted not less than Thirty (30) days prior to the effective date, and said dues shall be deducted from the first payroll of the month. The District shall forward to the Treasurer of the Local such dues deductions by the 30th of the month following the month of deduction.

Section 3 – UNION SECURITY CLAUSE

- A. The District agrees not to discharge or discriminate in any way against any firefighter from Union membership or lawful activity. Membership in Local 2722, I.A.F.F., shall be a condition of employment upon completion of a probationary period as defined in Article III, Section 1D.
- B. The District agrees to replace without loss of Pay or the requirement to make up such time the President of Local 2722 to attend the following functions:
 - i. Arbitration Hearings
 - ii. State Meetings (Monthly)

Section 4 – DECLARATION OF PRINCIPLES

- A. There shall be no discrimination by the Local or the District against any employee because of race, color, national origin, sex, or union membership. The District and the Local affirm their joint opposition to any discriminatory practices in connection with employment, promotions, or training recognizing that the public best interest requires the full utilization of employee skills and abilities without regard to consideration of race, creed, color, national origin, sex, sexual orientation or union membership.

Section 5 – LEGAL REPRESENTATION

- A. The District shall provide, at its expense, all legal fees and costs for the defense of a members for actions arising out of their employment for The District. The District shall have the right to select the attorney to represent the member. The District shall indemnify any member for any award against them or for any

settlement on behalf of the member, providing it is determined by a court of competent jurisdiction that the employee was acting within the scope of their authority and / or under cover of law.

ARTICLE II

Section 1 – RIGHTS OF MANAGEMENT

- A. Except as expressly limited by the terms of this Agreement, 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 department personnel, to hire, evaluate, assign, transfer, promote, demote, suspend, discharge, or discipline department personnel, to schedule work and in general to determine how, when, where, and by whom the duties of department personnel, as determined by The District, shall be performed.

ARTICLE III

Section 1 – SENIORITY

- A. 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. If more than one (1) firefighter is appointed at the same time, seniority will be based on the overall order in which they finished in the selection process.
- B. The seniority of Officers shall be determined by the length of time in grade. As of July 1, 2000 when two officers are promoted to the same rank on the same day, seniority shall be determined by the length of service on the North Cumberland Fire Department.
- C. An accurate and up-to-date seniority list shall be posted by The District during the month of June of each year.
- D. A Firefighter shall have no seniority and may be terminated for any reason and without recourse to the grievance procedure during his first Twelve (12) months of employment, which shall be deemed a probationary period. Probationary period may be extended for up to an additional Twelve (12) months based upon the employee's personnel evaluation and recommendation of the Chief of Department. This decision shall be within the sole discretion of the district. At the end of his probationary period, his seniority shall be retroactive to date of hire.
- E. Seniority in grade and qualifications shall be determining factor in work shift assignments.
- F. In the event of a reduction in force, employees will be laid off from the effected classifications in accordance with their seniority, probationary employees first. A recall list shall be established. They shall be recalled to work in accordance with their seniority.

ARTICLE IV

Section 1 – PROMOTIONAL VACANCIES

- A. The District agrees to appoint an acting officer, with differential pay at the appropriate rate, within two (2) weeks of the vacancy notice. The appointment shall be from the current promotional list as stated in Article IV, Section 2. If there is not a current promotional list in effect, then a temporary appointment from the last list based on seniority shall be made until a new promotional list is established.
- B. Firefighters must be permanent firefighters for a period of five (5) years or more to be eligible for promotion to the rank of Lieutenant.
- C. In the event there is not a minimum of two (2) candidates within the five (5) year requirement, The District may include the next senior firefighter with less than five (5) years for the promotional procedure.
- D. Only Lieutenants will be deemed eligible for promotion to the rank of Captain. Only Lieutenants and Captains will be deemed eligible for promotion to the rank of Deputy Chief.

Section 2 – PROMOTION PROCEDURE

- A. Any vacancy in the officers' ranks shall be filled from the appropriate promotional list within ninety (90) days after the vacancy occurs.
- B. Except as hereinafter provided, promotional eligibility lists shall remain in effect for a period of one (1) year from the date of their establishment. All promotions shall be made from the top employee on the promotional list.
- C. At least three (3) months prior to any promotional examination for any position within the North Cumberland Fire Department, notice of such examination shall be posted on the Fire Department Bulletin Board. Such notice shall contain, among other information, the source of all materials from which the written examination will be taken.
- D. Two copies of all source material shall be provided to employees for use in preparing to take such examination. Any written examination given which does not comply with the provisions of the foregoing paragraph shall be subject to the grievance provisions of this Agreement. The written portion of any promotional examination shall consist of either multi-choice, true-false, or any combination thereof. No such examination shall consist of essay-type questions. The written examination shall be prepared by an outside agency selected by The District from ARCO, Davis, IFSTA or similar national testing agency.

All promotional examinations will be divided into four (4) sections, with the following points given for each section:

- 1st) Written Examination:
 - i) 75 points
- 2nd) Seniority (not to exceed fifteen (15) points):
 - i) Three-Quarter (3/4) point for each year of continuous full-time service with the North Cumberland Fire Department
- 3rd) Education Points (not to exceed five (5) points):

- i) Master Degree Five (5) Points
 - ii) Executive Fire Officer..... Four (4) Points
 - iii) Bachelor Degree Three (3) Points
 - iv) Associates Degree Two (2) Points
 - v) NFPA 1021 One (1) Point
- 4th) Oral Interview
- i) Will be conducted by a three (3) member panel, with only one member of the panel being from The District. An authorized representative of the Local 2722 will be present during the Oral Interview Process.
 - (a) Points will be awarded as follows:
 - (i) Two and one-half (2.5) points from The District
 - (ii) Two and one-half (2.5) points each from the other 2 members on the panel for a maximum of five (5) points.

The names of the three (3) individuals receiving the top score of any promotional examination, in the order they finished, will be posted in the station. All personnel who have taken the examination will be allowed to see their corrected examinations and score of all employees who finished above them in the particular promotional examination.

All promotional examinations shall be corrected in the presence of the employee taking the written examination immediately following the completion thereof. All examinations shall be corrected in the presence of the authorized representative of Local 2722. In addition the Chief of the Department and one authorized Board of Trustees member shall be present while the tests are corrected.

ARTICLE V

Section 1 – DUTIES

- A. The duties of department personnel shall include the prevention, control and extinguishment of fires, rescue and first aid, general public aid, training, housekeeping and incidental maintenance thereto.
- B. All department personnel are required to have and maintain their certification as an EMT-B.
- C. Department Personnel failing EMT-B recertification shall be given a period of one (1) year at his/her own time and expense to recertify.
- D. The training officer shall be responsible for the custody of and maintenance of all records pertaining to the training of the personnel. He/she shall as directed by the Chief of Department or his designee, setup and supervise all training programs including at the station, in a situational setting and/or computer training and be responsible for conducting training for the Call Department as outlined above. In addition the training officer's duties shall include the prevention, control and extinguishment of fires, rescue and first aid, general public aid, training, housekeeping and incidental maintenance thereto.
- E. The Fire Inspector shall be responsible for daily fire inspection duties or other tasks as directed by the Deputy Chief of the Department or his designee. In the absence of the Deputy Chief or his designee, the Fire Inspector will report to the "Officer in Charge". In addition the fire inspector's duties shall include the prevention, control and extinguishment of fires, rescue and first aid, general public aid, training, housekeeping and incidental maintenance thereto.

Section 2 – RULES AND REGULATIONS

- A. The rules and regulations promulgated and revised from time to time by The District shall be available in writing for examination by department personnel.

Section 3 – WORK SCHEDULE

- A. The regular workweek for department personnel shall average forty-two (42) hours.
- B. The regular workweek for department personnel on the "platoon system" shall consist of two (2) consecutive days of ten (10) hours each, commencing at 0700 hours and concluding at 1700 hours, two (2) consecutive nights of fourteen (14) hours, commencing at 1700 hours and concluding at 0700 hours, followed by four (4) consecutive "days off".
- C. The District retains the rights of placing any firefighter hired after the institution of the Agreement (hereinafter designated as "new hirees") on such a schedule they see fit to maintain adequate manpower, so long as the new hirees schedule does not exceed forty-two (42) hour workweek.
- D. Deputy Chief and Fire Inspector shall work a forty (40) hour week scheduled between Monday and Friday for the typical workweek. The schedule shall be between the hours of 0700 – 1700 on a four (4) (ten (10) hour per day) schedule. The four (4) day schedule they work shall be an alternating schedule and not have the same scheduled day off. The work schedule for the Deputy Chief and Fire Inspector on this assignment, which shall be known as Platoon E. The

Deputy Chief and Fire Inspector assigned to this schedule shall have the option to take off the holidays listed in Article IX Section 12 of this agreement and receive a normal forty (40) hour salary, or work the listed holidays and receive straight time in addition to their weekly forty (40) hour salary.

- a. It is agreed upon that there are circumstances that necessitate the Deputy Chief working Monday through Friday, eight (8) hours per day. The Fire Chief shall notify the Deputy Chief at least two (2) weeks in advance, unless this schedule change is do to an unforeseen emergency.
- E. Whenever the management of The District transfers a member from one shift to another, he shall be allowed a minimum of two (2) days (48) hours off, and in no way shall this system allow a member to receive any more days off than he would have had had he not been transferred.

Section 4 – BIDDING

- A. Each year a bid list will be posted by December 15 and must be completed no later than December 31. Any resulting personnel changes will be implemented by January 15.
- B. All department personnel under the rank of Lieutenant shall be allowed to pick their assignments through a seniority bid system.
- C. In the event there is an open slot in the existing platoon system any new hires shall have, by right of seniority, the opportunity to fill the slot. In the event a firefighter on the platoon system wishes to “bid off” his schedule to the new hires schedule, he may do so with the new hires coming into the platoon system.
- D. The position of Training Officer shall be open for bid each year by any department personnel. The member bidding in to the position shall be NFPA 1041 certified or obtain it within 3 months of appointment. The District shall pay the tuition cost only. The Chief shall appoint the member to the position based on seniority.
- E. The candidate bidding into the Fire Inspector position shall:
 - a. Remain in the position for a period of not less than three (3) years (from time of actual certification).
 - b. The member shall be required to submit a six (6) month letter of intent to bid off the Fire Inspector position. In the event the existing Fire Inspector decides to stay on as Fire Inspector within that six (6) month time period they may retract their letter and remain the Fire Inspector unless another more senior member bids into the position.
 - c. The member shall continue to work on their existing shift until such time as they receive Assistant Deputy State Fire Marshal certification through the Rhode Island State Fire Marshal’s office.
 - d. The member shall be entitled to the Fire Inspector salary upon receiving certification as an Assistant Deputy State Fire Marshal through the Rhode Island State Fire Marshal’s office.
 - e. In the event that an officer bids into the Fire Inspector position, the vacancy in the shift officer’s position shall be filled in by an “acting officer” as defined in Article IV.

- f. In the event that the Fire Inspector bids off the Fire Inspector position at the conclusion of the three (3) year term, or in the event of a vacancy due to the promotion or retirement, and no existing member bids into the position, the most junior member of the Department will be assigned to the position if The District chooses to fill the position.

Section 5 – SUBSTITUTIONS

- A. Department personnel shall be permitted to arrange for a substitute to take their places on any shift provided that the substitute is a firefighter covered by this Agreement. In addition any and all substitutions shall comply with the Fair Labor Standards Act and no hours worked in excess of the normal duty week because of substitutions shall be considered as hours worked for overtime consideration.

ARTICLE VI

Section 1 – FIREFIGHTER DETAILS

- A. Firefighter details provided for in accordance with the Rhode Island Fire Safety Code shall be offered to off-duty department personnel as per the Department callback procedure.
- B. All employees covered by this Agreement who are assigned to a detail in accordance with Article VI, Section 1-A shall be guaranteed a minimum of four (4) hours pay at the following rate:
 - a. Non-Holiday rate..... Thirty Five (\$35) dollars per hour
 - b. Contract Holiday rate..... Fifty (\$50) dollars per hour
- C. All employees covered by this Agreement who are assigned to a detail in accordance with Article VI Section 1-A shall be compensated through the Department payroll the first (1st) payroll period following the detail worked.

Section 2 – COURT APPEARANCES

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

Section 3 – TRAINING SCHOOLS AND SEMINARS

- A. Any department personnel who are required by the Chief of the Department to attend a Training School or Seminar on his off duty time shall be compensated at the rate of time and one-half (1 ½) for a minimum of four (4) hours. Department personnel that elect to leave prior to the conclusion of said training or seminar shall only be paid for the time attended.

Section 4 – PROTECTIVE GEAR

- A. Each new firefighter shall be provided one new set of the following gear approved by NFPA:
 - i. Personal protective clothing in compliance with NFPA standards for structural fire fighting and manufacturers instructions
 - ii. Scott Air Pack Mask
 - iii. Firefighting Boots in compliance with applicable NFPA standards for structural firefighting and manufacturers instructions
 - iv. Fire Helmet
 - v. Face Shield and Goggles
 - vi. Firefighting gloves
 - vii. Pocket mask with one-way valve
 - viii. Portable handheld radio and battery

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

Section 5 – CLOTHING ALLOWANCE

- A. Department personnel shall be entitled to a yearly clothing allowance of Eight Hundred Fifty (\$850) Dollars.
- B. An initial payment of Four Hundred Twenty Five (\$425) Dollars shall be paid to each member the first pay period of July. A second payment of Four Hundred Twenty Five (\$425) Dollars shall be paid to each member the first pay period of January. Receipts will not be required for either payment.
- C. If the District requires a change in uniforms, the District shall pay the initial cost for such required change.

Section 6 – PERSONNEL FILES

- A. Department personnel shall have access to any evaluations and/or notations of discipline included in their personnel files. No firefighter shall be demoted, terminated, or disciplined on the basis of past evaluations or disciplinary records not included within his personnel file.

ARTICLE VII

Section 1 – GRIEVANCE PROCEDURE

- A. The purpose of this Article is to provide opportunity for discussion of any request or complaint and to establish a procedure for the processing and settlement of grievances. For the purpose of resolving alleged grievances of the members of the North Cumberland Fire Department, the following grievance procedure is accepted by the North Cumberland Board of Trustees and the Local:
- i. The member has ten (10) days from the date of the alleged violation to submit the grievance in writing. It should be submitted to the Officer in charge at the time of the incident occurred unless that Officer is the grievant. In that case the grievance can be submitted to any other Officer. The Officer receiving the grievance then has five (5) business days to resolve the grievance. If the grievance is not resolved to the satisfaction of the aggrieved member it proceeds to the next step.
 - ii. The member will present the grievance to the Chief of the department or their designee within five (5) business days of the conclusion of step A. The member has the right to Union representation at this meeting. The Chief (or designee) then has five (5) business days to resolve the grievance, unless otherwise agreed upon by both parties. If the grievance is not resolved to the satisfaction of the aggrieved member, it proceeds to the next step.
 - iii. The member will request a meeting with the Executive Committee of the Local within five (5) business days of the conclusion of step B. They will present their grievance at a meeting of a majority of the Executive Committee. If the Executive Committee deems the grievance should not be pursued any further, the grievance will end here. If the Executive Committee determines the grievance justifies further action, it shall request to meet with the Chief of the Department within five (5) business days. If the grievance cannot be resolved at this meeting, it will proceed to the next step.
 - iv. The Executive Committee of the Local will request a meeting with the Personnel Subcommittee of the Board of Trustees. This meeting should be scheduled within ten (10) days of the request. The Executive Committee will present the grievance to the Personnel Subcommittee. If the Personnel Subcommittee cannot resolve the grievance, the Personnel Subcommittee will bring the grievance to the next scheduled monthly meeting of the Board of Trustees. If the grievance cannot be resolved at this meeting, it may be referred to binding arbitration as outlined by applicable RI General Laws and/or governed by the voluntary labor arbitration rules of the American Arbitration Association.
 - v. The Executive Committee of the local will make a decision on whether to proceed to binding arbitration.

Section 2 – NO STRIKES

- A. There shall be no strikes or slowdowns of any kind or nature for the duration of this Agreement. Participation in any activity shall be punishable by discipline up

to and including discharge. In administering discipline for violation of this provision, the nature and extent of such discipline with respect to any participant in such violation shall be solely in the discretion of the District.

ARTICLE VIII

Section 1 – SAFETY

- A. It is in the interests of both parties to this Agreement that the equipment used and practices followed in the discharge of the duties of the department personnel conform to reasonable standards of safety. Unsafe equipment or practices will be brought to the attention of the Chief promptly. Unsafe equipment or practices reported and not corrected shall be grieved in accordance with the provisions of Article VII.

Section 2 – MINIMUM MANPOWER

- A. There shall be a minimum of three (3) firefighters on duty at all times, which may consist of either three (3) Union firefighters, or two (2) Union firefighters and one (1) probationary firefighter.
- B. Any and all vacancies that arise for positions held by Department Personnel through vacations, sick leave, and etc will be filled by Union Members of the Department. The use of non-union members to fill vacancies is strictly prohibited unless there is an agreement between the District and the Union.
- C. Temporary vacancies in the positions of the Deputy Chief and Fire Inspector shall be filled in accordance with the following policies:
 - i. Temporary vacancies due to vacation leave, sick leave or personal leave shall not be filled with overtime, provided:
 - i. That only one (1) of the two (2) positions will be vacant at any given time, and
 - ii. At no time shall both positions be left vacant
 - iii. In the event that both positions become vacant, one position shall be allowed to remain vacant while the other vacancy must be filled with overtime in accordance with Article VIII, Section 2B, of this agreement. If the duration of the shifts differ (i.e. one shift is longer than the other), the longer duration shift shall be filled.
 - ii. If either position (Deputy Chief or Fire Inspector) becomes vacant due to an occupational injury and/or illness extending beyond seven (7) days, that position shall be filled on the eighth (8) day and subsequent days of the vacancy in accordance with this Article VIII, Section 2B of this agreement.
 - iii. If either position (Deputy Chief or Fire Inspector) becomes vacant permanently (i.e. retirement, resignation, etc.) that position shall be filled in accordance with Article IV, Section 1 of this agreement.
 - iv. Article VIII, Section 2C shall terminate at the end of this contract.

ARTICLE IX

Section 1 – SICK LEAVE

- A. On July 1 of each year, every firefighter who has at least one (1) year's seniority as of that date will be credited with one hundred twenty (120) sick leave hours to use in the event of a bona fide injury or illness.
- B. In addition to the aforementioned reasons sick leave shall also be granted for a maximum of two (2) working days in any one (1) year because of illness in the member's immediate family.
- C. Sick leave not used during the year may be accumulated and carried over to the following year. Maximum accumulation shall be one thousand two hundred (1200) hours.
- D. Once a member has reached his maximum accumulation of sick leave he shall be reimbursed for twenty-five (25%) percent of all sick leave above maximum. Sick leave reimbursement is to be paid on the second (2nd) pay date in July.
- E. Upon retirement, each member shall receive fifty (50%) percent payment of all unused sick leave.
- F. Whenever an employee covered by this agreement shall be wholly or partially incapacitated by reason of chronic illness or injury received or contracted in the performance of their duties or while on duty, the District shall, during the period of such incapacity, pay said employee his normal salary as outlined in Rhode Island General Law 45-19 as amended.
 - i. Whereas the District shall continue to carry the individual on its payroll, that employee shall not seek or perform other employment at any time which the employee would be scheduled for duty if not for the job related illness or injury.
 - ii. The District reserves the right to send the employee to a physician of its choice for a Fit For Duty Examination for the injury or illness, the cost of which will be borne by the District.
 - iii. If a dispute exists between the member(s) physician and the District's physician in regards to an occupational injury/illness, the following procedure will be followed:
 - a. The treating physician for the member and the physician for the District shall consult with each other for the purpose of selecting a third and neutral physician to evaluate the injury/illness of said member.
 - b. The findings and opinion of this third and neutral physician shall be binding upon the parties.
 - c. All monetary costs associated with the evaluation of the member from the third and neutral physician as cited-above shall be borne by the District.

Section 2 – LIGHT DUTY

- A. A member may be required or may request to work light duty following an injury, either sustained on the job or during off duty time. The member must have the member's treating doctor's approval in writing stating that the member is eligible to perform light duty assignments for the North Cumberland Fire Department.

Light duty may consist of the following assignments:

- Filing
- Preparing Reports
- Answering Telephones
- Special Project Preparation
- Generating and Filing Reports
- Driving
- Assisting in the operation of the Department Incident Command System
- Assisting in Fire Inspector Duties
- Assisting in Training Officer Duties
- General House Chores

The hours of the above positions may be full time (forty (40) hours per week, either four (4) – ten (10) hour days or five (5) – eight (8) hour days). However, flexibility is maintained to allow personnel to attend physical therapy or receive medical treatment.

Section 3 – INSURANCE

- A. The District agrees to assume the full cost of individual coverage or family coverage dental insurance.
- B. All regular employees covered by this contract shall be entitled to receive health care coverage as defined in Exhibit No. 1 of this agreement.
- C. Effective July 1, 2011 the District agrees to pay the full cost of said deductibles (up to \$4,000 family or \$2,000 individual) to a prepaid credit/debit card that shall be administered by a third party company.
- D. Any and all costs associated with the administration of said credit/debit card from the third party company shall be borne by the District.
- E. The District agrees to provide all members and their family members (if applicable) with initial credit/debit cards at no cost to said members.
- F. Any charges associated with the replacement of said credit/debit cards shall be borne by the member.
- G. The Life Insurance (death benefit), Disability Insurance and Liability Insurance programs currently in effect and covering firefighters shall remain in effect for the duration of this Agreement. The District will provide firefighters with a written summary of insurance coverage within thirty (30) days of signing this agreement.
- H. As of July 1, 2011 each member of the Local receiving health insurance coverage from the District will contribute thirty (\$30) dollars per week, which shall be deducted from his/her weekly salary on a pre-tax basis.

Section 4 – TUITION REIMBURSEMENT

- A. Department personnel shall be eligible for reimbursement of tuition and required text costs for Fire Science Course upon successful completion of such course. These payments shall be subject to the following limitations:

- i. Courses shall be taken in Fire Science only
 - ii. The District shall reimburse members up to four (4) classes per year per member. This stipend is to be capped at \$4,500.00 per year for the entire program per fiscal year.
- B. Reimbursement shall be made upon presentation of grade reports indicating the member has achieved a grade of C or better.
- C. After payment is made with regards to Item B., any monies left over shall be equally distributed amongst the employees who have taken approved courses or seminars other than the ones required for payment in Item B.

Section 5 – EDUCATION INCENTIVE

- A. Any member who has attained an Associate Degree in Fire Science or other approved Degree on or before June 30th shall be entitled to a Two Hundred Fifty (\$250) Dollar incentive paid to the member with the first paycheck in July.

Section 6 – PAYCHECKS

- A. Paychecks shall be distributed each Friday on either a weekly or biweekly schedule. The pay schedule shall not change more than twice per year.

Section 7 – PENSION PLAN

- A. Effective July 1, 1994 the District shall provide to all employees a retirement benefit pursuant to the State Optional Plan for Policemen and Firemen (General Law 45-21.2-1 et seq., “20 Years”) with the employees contribution being eight (8%) percent of payroll and the District pay the balance thereof.
- B. Effective for those members that retired or are employed by the District as of July 1, 2011 the District agrees to provide a State Of Rhode Island Cost Of Living Allowance (COLA), Simple 3% increase COLA as defined by the State Of Rhode Island Pension System for Police and Fire Fighters.

Section 8 – OFF-DUTY RESPONSES

- A. Any department personnel who respond “off-duty” to any emergency call of the District shall be deemed “on-duty” for the purposes of rights and benefits under this Agreement. Department personnel who respond “off-duty” shall be compensated in the same manner as a call firefighter. Except in the event of the officer in charge calling for manpower the first three full time fire fighters (of which the oncoming shift has first rights) covered by this agreement to respond off duty will be compensated at time and one half (1 ½) for a minimum of two (2) hours, in which this section is the only exception to the minimum of four (4) hours.
- B. Any member held over beyond his normal shift will compensated at the rate of time and one-half (1 ½) for all time beyond said shift period with a fifteen (15) minute minimum for actual hours worked.

Section 9 – CALLBACK

- A. All department personnel who are required to work in excess of their regular work schedule shall receive overtime pay at the rate of one and one-half (1 ½) times their regular rate, provided that such call back is not a carry over from their

normal shift. In the event an employee is called in to perform such work; he shall be guaranteed a minimum of four (4) hours pay at the overtime rate, employees are required to work the full four (4) hours, unless released by the officer in charge of the incident in which case the employee receives the full four (4) hours or actual hours worked beyond four (4) hours. If any employee elects to leave prior to the conclusion of four (4) hours, they shall be paid for the time worked. All platoons who are off-duty must report as requested to do so by the officer in charge. Department personnel on four (4) days off may refuse.

- B. In order for any employee covered by this Agreement to be entitled to overtime pay, said employee must work fifteen (15) minutes or more.

Section 10 – VACATIONS

- A. Department personnel vacations shall be determined by the following schedule:

From:	1 Year of service up to 4 Years of service.....	96 Hours
	5 Years of Service up to 9 Years of Service.....	144 Hours
	10 Years of Service up to 15 Years of Service.....	192 Hours
	15 Years of Service and Over	240 Hours

- B. Any employee with twenty-five (25) years of service or more shall receive twelve (12) additional hours for each year over twenty-five (25) years of service. As of July 1, 2011 any employee with greater than twenty (20) years of service, but less than twenty-five (25) years of service shall be entitled to keep their current vacation time but not accumulate additional time until they reach their twenty-fifth (25) year of service.
- C. If a firefighter changes schedules during a contract year, he shall be entitled to the additional vacation.
- D. It is further agreed upon that if for any reason the hourly basis can not be taken in a full shift the hours will be taken at an agreeable time between the Union and the Fire Chief, which shall not be unreasonably withheld and must be a minimum of four (4) hours.
- E. Any member of the collective bargaining Agreement shall be allowed to bank forty eight (48) hours per year of vacation leave up to a maximum of 192 hours of vacation time. 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.
- F. All requests for vacation must be made in writing and will have to be made Forty-Eight (48) hours prior to the start of the shift for which the vacation time is requested.
- G. All requests made under these guidelines shall be granted, except in the case of declared periods of emergency or the District's having exhausted all other methods of providing coverage for said vacation requests.
- H. The District agrees to augment the current corps of "acting officers" by appointing personnel with at least Five (5) years' experience to "acting" status eligibility upon review of qualifications by the Chief.
- I. The District agrees that it will exhaust all other methods of providing coverage for vacation requests made of an emergency nature within the Forty-Eight (48) hour time period prior to denial.
- J. Cancellation of request for vacation time can be made at anytime.

Section 11 – FUNERAL LEAVE

- A. When a death occurs in the immediate family of an employee, such employee shall be paid at his/her current rate for the time necessarily lost from his or her normal work scheduled workweek in accordance with the following: In the case of the death of a father, mother, stepfather, stepmother, spouse, child, stepchild, brother, sister, mother-in-law, father-in-law grandmother, grandfather of an employee, such employee shall be entitled to a leave of absence with pay from the time of the notification of the death to and including the day following the burial of the deceased, not to exceed four (4) days.
- B. Any relative not covered above, the member may be allowed a maximum of four (4) hours off to attend the funeral.
- C. Sick time may be used for any additional bereavement time as needed.

Section 12 – PAID HOLIDAYS

- New Year's Day
- Martin Luther King Day
- Presidents Birthday
- Easter
- Memorial Day
- Independence Day (July 4th)
- Victory Day (The second Monday of August)
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

- A. These holidays shall be paid holidays for all members covered by this Agreement. Holiday pay for the purpose of this section shall be defined as "equal to 1/5th of their normal weekly base pay including longevity for the rank of the specified firefighter working the holiday". When a member is scheduled to work a holiday listed above, if that member is on vacation day, sick day, or personal day for that holiday that member would not receive the holiday pay, however, if the specific member is on sick time or vacation for the entire week, that member would receive the holiday pay.
- B. All employees covered by this Agreement shall be entitled to one (1) personal day per year, and such personal day to be non cumulative. The employee shall give a one-day notice of his request, and no more than one (1) employee on the same shift, may be on a personal day at a time, and shall have the approval of the Chief of the Department.
- C. 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 (1) additional bonus day off.

ARTICLE X

Section 1 – SALARIES

A. The weekly salaries for department personnel covered by this Agreement shall be as follows:

	%	DEPUTY CHIEF	CAPTAIN	LIEUTENANT	FIREFIGHTER
07/01/2011	0%	\$1080.80	\$980.50	\$956.40	\$897.03
07/01/2012	1%	\$1091.61	\$990.31	\$965.96	\$906.00
01/01/2013	1%	\$1,102.52	\$1,000.21	\$975.62	\$915.06
07/01/2013	1%	\$1,113.55	\$1,010.21	\$985.38	\$924.21
01/01/2014	1%	\$1,124.68	\$1,020.31	\$995.23	\$933.45

B. The position of Training Officer and Fire Inspector shall receive the weekly pay of the next above rank of the member. The member shall be promoted, administratively to the next above rank from what the member currently holds. Once the term/responsibilities of the member have been completed they shall revert back to their permanent rank. It is further agreed that the individual's permanent rank, not withstanding administrative positions, shall determine eligibility requirements as established in Article IV, Section 1 Paragraph D, for promotional purposes. This rate of pay shall be used to calculate pension contributions, holiday pay, overtime, and any applicable calculations utilizing wages for the person assigned to this position.

Section 2 – LONGEVITY SCHEDULE

A. The following longevity pay shall be figured into weekly paychecks.

Years	Percentage of Salary
1 to 5 years	0% of Salary
6 to 10 years	3% of Salary
11 to 15 years	4% of Salary
16 and above	5% of Salary

Section 3 – EMT STIPEND

A. In addition to their weekly salary, all personnel shall be paid the following for maintaining Emergency Medical Technician Certificate. EMT-B shall receive \$1,200 per year, which shall be made to the members in their weekly paychecks.

Section 4 – TEMPORARY SERVICE

A. Those members assuming the responsibility of a higher rank shall be compensated at that higher rank, for all such time served.

ARTICLE XI

Section 1 – MUTUAL AID

- A. In any case where the District has a Mutual Aid Agreement with any City or Town in Rhode Island or Massachusetts, and the member of the permanent paid Fire Department of such City or Town have set up picket lines, the District shall not send coverage to the fire station in that jurisdiction. However, the North Cumberland Fire Department shall respond to all emergencies and fires in that jurisdiction, as they would normally do under the Mutual Aid Agreement.

ARTICLE XII

Section 1 – MEMORANDUM OF AGREEMENTS

- A. The Memorandum of Agreement, dated December 21, 2011 (hereinafter called MOA 1), Memorandum of Agreement, dated October 17, 2012 (hereinafter called MOA 2), Memorandum of Agreement, dated November 3, 2012 (hereinafter called MOA 3) are attached hereto in the APPENDIX and made a part hereof and remain in full force and effect and are applicable for the period July 1, 2014 to June 30, 2015. These MOA 1, MOA 2 and MOA 3 shall modify the previous terms and conditions of ARTICLE I through XI herein shall supersede the terms and conditions of said ARTICLE I through XI in conflict with the terms and provisions of MOA 1, MOA 2 and MOA 3.

ARTICLE XIII

Section 1 – DURATION

This Agreement shall begin July 1, 2014 and terminate at midnight June 30, 2015, provided a notice in writing of intent to terminate and negotiate New Agreement is shared by one of the parties upon the other at least 120 days prior to the expiration of this contract. If no such notice is served or if service is untimely, this Agreement shall renew itself from year to year until such notice is given. This agreement shall be terminated if consolidation of the North Cumberland Fire District and any other fire district(s) within Cumberland is completed and a new contract is negotiated prior to the end of this contract. This contract shall remain in effect after June 30, 2015, until a new contract is negotiated to replace this contract.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the part of the District by its Chairman and on the Part of the Local by its Chairman of Negotiations.

North Cumberland Fire District

North Cumberland Firefighters Local 2722

Phillip Koutsogiane, Chairman

Brian Bernardo, President

Witness –

Witness –

Date: _____

APPENDIX

Section 1 – MEMORANDUM OF AGREEMENT 1, DATED DECEMBER 21, 2011.

Section 2 – MEMORANDUM OF AGREEMENT 2, DATED OCTOBER 17, 2012.

Section 3 – MEMORANDUM OF AGREEMENT 3, DATED NOVEMBER 3, 2012.

