

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

VALLEY FALLS FIRE DISTRICT

AND



**VALLEY FALLS
FIREFIGHTERS
LOCAL 2729, IAFF**

JULY 1, 2011 – JUNE 30, 2014

Table of Contents

ARTICLE		Page
	Agreement	03
1	Recognition	04
2	Union Security	05
3	Managements Rights	06
4	Payroll Deductions	07
5	Personnel Files	08
6	Seniority	09
7	Duties	10
8	Probationary Period	11
9	Minimum Manpower Levels	12
10	Right of First Refusal	13
11	Assignment to Outside Departments	14
12	Grievance Procedures	15
13	Uniforms	16
14	Pay Period	17
15	Salaries	18
16	Work Schedule	19
17	Substitutions	20
18	Special Details	21
19	Filling of Vacant Shifts, Hours, Etc.	22
20	Callback	24
21	Off Duty Automatic Response	25
22	Personal Days	27
23	Holidays	28
24	Vacations	29
25	Bereavement Leave	30
26	Union Business Leave	31
27	Sick Leave	32
28	Insurance	33
29	Pensions	35
30	Longevity	36
31	Duties Performed Out of Rank	37
32	Incentive Payments	38
33	Tuition Reimbursement	39
34	Protective Clothing	40
35	Clothing and Maintenance Allowance	41
36	Rotation of Firefighters	42
37	Physical Fitness	43
38	Injured On Duty	44
39	Promotional Procedures	48
40	Duration	51

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 to Provide for Settlement of Disputes Concerning Wages or Rates of Pay or other Terms and Conditions of Employment of Employees of Fire Departments", this Agreement is made and entered into this 30th day of June, 2011 by and between **VALLEY FALLS FIREFIGHTERS, IAFF LOCAL 2729** (hereinafter called "the Local") and the **VALLEY FALL FIRE DISTRICT** (hereinafter called "the District").

**ARTICLE 1
RECOGNITION**

Section 1. The District hereby recognized the Local as the sole and exclusive bargaining agent for all paid, full-time members below the rank of Chief.

Section 2. 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 of assignments of either party hereto, or by any changes geographically or otherwise in the location or place of business of either party.

ARTICLE 2 UNION SECURITY

Section 1. All members within the bargaining unit shall, and all employees hired into the bargaining unit, shall, upon completion of their probationary period, become and remain members of the IAFF Local 2729 in good standing as a condition of employment.

Section 2. The District agrees to not discharge or discriminate or harass in any manner against any member for union membership or lawful union activity.

Section 3. The District shall provide, at its expense, all legal fees and costs for the defense of a members 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 then of 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 3 MANAGEMENT RIGHTS

Section 1. 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 previously 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 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 firefighters, as determined by the District shall be performed.

Section 2. As part of this Agreement, the parties acknowledge that the sharing of services, as determined by the District, with the North Cumberland Fire Department will be allowed by the Union without a violation of the CBA being alleged or claimed. The District agrees that "sharing of services" does not include the transfer of line firefighters from Valley Falls to North Cumberland to be part of the three person shift minimum and does not include transferring NCFD line firefighters to Valley Falls for the purpose of being part of the three person shift minimum.

ARTICLE 4
PAYROLL DEDUCTION OF UNION DUES

Section 1. The District agrees to deduct union dues upon receipt of authorized cards from 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 weekly payroll. 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 2. The Union agrees to indemnify and hold the District harmless as to any and all claims, suits, orders and judgments brought or issued against the District as a result of deduction of authorized union dues by the District.

**ARTICLE 5
PERSONNEL FILES**

Section 1. Members shall have reasonable access to their own personnel files.

**ARTICLE 6
SENIORITY**

Section 1. A member's seniority shall be determined by the total length of his service as a full-time paid employee within the Valley Falls Fire Department.

Section 2. An accurate and up-to-date seniority list shall be posted by the Chief during the month of June each year.

**ARTICLE 7
DUTIES**

Section 1. The duties of the members shall include the prevention, control, and extinguishment of fires, rescue and first aid, general public aid, training, housekeeping, incidental maintenance and groundskeeping as presently conducted by the members of the Valley Falls Fire Department.

**ARTICLE 8
PROBATIONARY PERIOD**

Section 1. The probationary period for new employees shall begin on the first day of full-time employment and shall end after one full year of probationary time.

Section 2. Membership in Local 2729, IAFF, shall be a condition of employment upon completion of probation.

ARTICLE 9
MINIMUM MANPOWER LEVELS

Section 1. The District agrees to maintain the level of full-time manpower to be at least twelve (12) members in the Union.

Section 2. The Manpower for the Department is 4 shifts with three members on each shift the parties agree that, effective as of the date of this contract, the position of Deputy Chief shall be eliminated. Further, as part of the manpower of the Department, upon the execution of this Agreement a lieutenant position shall be eliminated and a Captain position shall be created.

**ARTICLE 10
RIGHT OF FIRST REFUSAL**

Section 1. The members of Local 2729 shall have the right to accept or refuse any available shifts, details, duties, assignments, or newly created positions, before the offer is made to any non-members of Local 2729 (including part-time, temporary, or Call Firefighters).

Section 2. The Local agrees to the current level of one Call Firefighter per night shift (referred to as the "Help Shift) as currently employed by the District.

Section 3. The duly established past practices regarding the "call in" of manpower during severe weather conditions shall remain intact, not subject to this article.

ARTICLE 11
ASSIGNMENT TO OUTSIDE DEPARTMENTS OR AGENCIES

Section 1. No member of the Valley Falls Fire District shall be required to work in another fire district, city or town, against his own will, other than for specified training exercises and emergency incidents.

Section 2. No disciplinary action or harassment of any kind shall be brought against any member who chooses to not work outside of the Valley Falls Fire District.

Section 3. The current practice of providing Mutual Aid during emergency incidents to outside districts shall not be affected.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 2. Procedure: a grievance for purposes of this Article is a claim on the part of a member or the Local that the District has violated the terms of this Agreement. Grievances must be initiated within five (5) business days of the occurrences complained of and will be processed in the following manner:

(A) The matter will be taken up with the Executive Board of the Local, and, if in the judgment of the Executive Board, the nature of the grievance justifies further action, the Executive Board shall through the President, Vice President or Secretary, bring the grievance to the attention of the Chief. Within five (5) business days of such notice, the grievant (or Executive Board member on behalf of grievances filed by the Local) shall meet with the Chief (or his designee) and attempt to resolve the matter. If the meeting with the Chief or his designee does not resolve the matter, the Local shall present the matter to the Board of Wardens at a mutually convenient time. If not resolved after meeting with the Board of Wardens, the grievance shall be handled as outlined in Article 12-Section 2B:

(B) Grievance involving claims that demotion, suspension, termination, or other discipline is for other than just cause be referred to binding arbitration within five (5) business days of the meeting held with the Board of Wardens by filing with the District a written demand for arbitration. The filing of such demand constitutes agreement on the part of the Local and on behalf of the grievant that arbitration shall be the sole and exclusive means of contesting the action taken by the District and that the arbitrator's award will be final and binding upon the grievant and the parties.

(C) Arbitration shall be in accordance with the rules of the American Arbitration Association, and the expenses of arbitration shall be borne equally by the parties.

(D) Business days in this article will be defined as Monday through Friday excluding state and federal holidays.

(E) The Arbitrator shall have no authority or power to alter, modify, subtract from, change or add to the language of this Agreement.

Section 3. No Strikes: there shall be no strikes or slowdowns of any kind or nature for the duration of this Agreement. Participation in any activity against the Valley Falls Fire District shall be punishable by discipline up to and including discharge.

ARTICLE 13 UNIFORMS

Section 1. The worked uniform for the members shall consist of the following: (NFPA approved clothing):

- *Light blue uniform shirt
- *White uniform shirt
- *Dark blue uniform pants
- *Light or Dark Blue golf shirt w/VFFD & IAFF markings
- *Light or Dark Blue golf shirt w/VFFD markings
- *Sweat shirt
- *Badge
- *Officers collar insignia
- *Black footwear

Section 2. Any uniform policy amendments ordered by the District shall have the cost of required uniform items paid for at District expenses.

Section 3. Uniform parts damaged, contaminated, stained, or otherwise rendered not suitable for duty, due to job related activity, while the wearer was on duty, shall, after investigation by the Chief or his designee, be replaced on a “pro-rated” basis by the District.

Section 4. The provisions of Section 2 shall not apply to uniform changes which are mandated by State or Federal Law and therefore beyond the control of the District.

ARTICLE 14 PAY PERIOD

Section 1. Paychecks shall be distributed each Wednesday of every workweek.

Section 2. Paychecks shall be left in the Alarm Room and made accessible to off-duty members for retrieval under normal circumstances.

Section 3. With two (2) weeks prior notice to the District, members may collect their base pay (no overtime) for scheduled vacation time. This vacation pay shall be available on the payday before the member's vacation period.

Section 4. Members who are classified as Injured On Duty (IOD) shall have their paychecks stored in the Chief's office in order to enable the District to process related paperwork, etc. which requires the Chief to meet with IOD members on a regular basis.

**ARTICLE 15
SALARIES**

Salaries for the members covered by this Agreement shall be as follows:

The parties agree that the base wages will be increased effective July 1, 2011, but the District will not be required to make any retroactive payments with respect to the application of the above 2% wage increase on any aspect of firefighter pay (i.e. wages, vacation, sick, IOD, etc.) from July 1, 2011 through and including December 31, 2011.

<u>Rank</u>	<u>As of 1/1/12</u> <u>(2% per week)</u>	<u>As of 7/1/12</u> <u>(2% per week)</u>	<u>As of 1/1/13</u> <u>(2% per week)</u>	<u>As of 7/1/13</u> <u>(2% per week)</u>	<u>As of 1/1/14</u> <u>(2% per week)</u>
<u>Captain</u>	<u>\$1,045.50</u>	<u>\$1,066.41</u>	<u>\$1,087.74</u>	<u>\$1,109.49</u>	<u>\$1,131.68</u>
<u>Lieutenant</u>	<u>\$988.84</u>	<u>\$1,008.62</u>	<u>\$1,028.79</u>	<u>\$1,049.37</u>	<u>\$1,070.36</u>
<u>3rd year Firefighter</u>	<u>\$927.27</u>	<u>\$945.82</u>	<u>\$964.74</u>	<u>\$984.03</u>	<u>\$1,003.71</u>
<u>2nd year Firefighter</u>	<u>\$867.10</u>	<u>\$884.44</u>	<u>\$902.13</u>	<u>\$920.17</u>	<u>\$938.57</u>
<u>1st year Firefighter</u>	<u>\$806.93</u>	<u>\$823.07</u>	<u>\$839.53</u>	<u>\$856.32</u>	<u>\$873.45</u>

ARTICLE 16
WORK SCHEDULE

Section 1. The regular work week for members shall average forty-two (42) hours. There shall be four (4) Platoons referred to as Platoons: 1, 2, 3, 4

Section 2. The regular work week for members assigned to Platoons 1, 2, 3, 4 shall consist of two (2) consecutive day shifts often (10) hours each, two (2) night shifts of fourteen (14) hours each, followed by four (4) consecutive days off. This shift shall be filled on the basis of seniority should it become vacant.

ARTICLE 17 SUBSTITUTIONS

Section 1. Members shall be permitted to arrange for a substitute to take their place for part or all of any shift of their regular workweek (see Article 16 sec. 3) excluding overtime shifts. Members who make the substitution are responsible for this coverage. Both members who are involved in the substitution are required to endorse and submit a shift substitution form (current S1 form).

ARTICLE 18
SPECIAL DETAILS

Section 1. Definition: a “Special Detail” is any event that requires the presence or duties of members of the Valley Falls Fire District where the funding for Valley Falls Fire District manpower originates outside of the Valley Falls Fire District budget.

Section 2. The assignment to a “Special Detail” shall be through use of the posted “Special Detail List”.

Section 3. The rate of pay for “Special Details” shall be equal to the hourly rate for “non-civic” details in use by the Cumberland Police Department for the current contract year. A current hourly rate will be provided by the Union president contacting the Cumberland Police Department.

ARTICLE 19
FILLING OF VACANT SHIFTS, HOURS, ETC.

Section 1. Emergency Callback: the posted “Emergency List” shall be used to callback personnel on short notice. Short notice shall mean LESS THAN 48 HOURS between the time the Valley Falls Fire District is notified of the need to callback or fill hours, and the actual beginning hours of the vacancy.

Section 2. Routine Call Back: the posted “ROUTINE LIST” shall be used to callback personnel for any vacant hours or shifts when there is 48 hours or more notice given of the need for such callback.

Section 3. Special Details: the posted “Special Detail List” shall be used to fill all vacancies classified as special details regardless of the amount of notice given.

Section 4. There shall be updated “Emergency List” maintained aboard Engine 12 in order to allow the Incident Commander the ability to recall personnel via mobile telephone at field incidents.

Section 5. Order back policy adopted

*Order Back Policy

Order backs will be done when all members have refused overtime, or attempts to contact by phone or in person utilizing allotted time limit from respective lists (40 minute long term / 20 minute emergency list) goes with no reply from member(s) being offered the overtime. The order back will be filled from the following lists and times:

- Overtime to be filled off the “Regular list”: upon any member giving the District 3 (three) days notice or greater member requesting leave will be guaranteed said time off. Respective response time for the member being offered the overtime shift is 40 minutes. If the shift cannot be filled the most junior member will be ordered in. The Regular list will then start where it originally was.
- Overtime to be filled off the “Emergency list”: any member requesting the use of a personal day and giving the District at least 24 hours notice will be guaranteed said time off. Respective response time for the member being offered the overtime shift is 20 minutes. If the shift cannot be filled the most junior member will be ordered in. The Emergency list will then start where it originally was.
- Respective response time for the member being offered the overtime shift is 20 minutes. NOTE: If the shift is going to be short handed (left with 2 members) upon a member going home sick or IOD we keep calling members per the emergency list until we get an answer and the shift is taken. There will be no penalty for members who were not reached or did not call back in the 20 minute time allotment (the list goes back to

where it started).

The order back list will start with the most junior man and move up the list to the most senior man. The order back list will follow the procedures currently in place for filling a standard overtime shift i.e. time allotments, bypass if working.

If contact has not been made by the previous shift and no one has been reached either by phone or in person for a vacant shift being filled. The most junior member regardless of rank on the previous shift will be held over or "ordered back".

If a member is ordered in for a shift and later a more junior member of the department is contacted, the more junior member will be ordered in for the shift. The contact must be made from the fire station either by phone or in person at the station.

This order back policy will also be used for filling details when no member takes it voluntarily.

If someone is ordered in for a shift and other members offer to work part or all of the shift, they will be allowed to do so and the list does not move.

ARTICLE 20 CALLBACK

Section 1. Any member who is ordered by the Chief or his designee to work additional hours in addition to his regular assigned work schedule shall be compensated at a rate of pay equal to time and one half (1-1/2) of his normal hourly rate of pay.

Section 2. Mutual Aid companies called to "STANDBY" in the Valley Falls Fire District shall be provided with two (2) members on "callback" after a period of fifty-nine (59) minutes from the time the Mutual Aid companies arrive in the District.

Section 3. The Chief or his designee shall be allowed to callback the following personnel directly (regardless of their current status on the Emergency List) when their special services are needed on an urgent basis:

- a) Mechanic: apparatus or equipment emergencies
- b) Fire Alarm Technicians: alarm box system emergencies

ARTICLE 21 OFF DUTY AUTOMATIC RESPONSE

Section 1. Members who voluntarily respond to any incident involving the Valley Falls Fire District shall be deemed “on-duty” for the purposes of rights and benefits under this Agreement.

Section 2. Members who respond to incidents covered by this Article shall receive (1) credit (referred to as a “P”) per hour commencing with the time of incident dispatch and ending when the members are released. The “P” credit shall repeat itself upon reaching the hourly mark of dispatch time.

Section 3. Members are entitled to receive payment related to this Article for the following type incidents:

*Box Alarms

*Any first alarm assignments in Valley Falls

*Mutual Aid responses to actual “working fires”

*Requests for a driver for Valley Falls Fire District apparatus

*Any incident where the Incident Commander has to request additional manpower beyond the initial dispatch.

*Incidents reported as a possible fire or smoke condition within the confines of a structure or Hazardous Materials Incidents.

Section 4. Members shall be released at the time of “recall”. “Recall” shall refer (for purposes of this Agreement) to the time when Valley Falls Fire District apparatus is returned to normal operating readiness condition.

Section 5. Each “P” covered in this Article shall be paid at the rate of \$16.00 per hourly credit or one dollar (\$1.00) more than what a call firefighter receives as a class A pay whichever is greater.

Section 6. Members who respond to incidents not covered in this Article shall receive an hourly “P” amount equal to the current rate for the call firefighters plus one dollar (\$1.00).

Section 7. Incidents where off duty members have responded and operated for three (3) hours shall revert to Overtime Pay Rate as of the three (3) hour mark, at that time all off duty members shall be recalled to the incident at overtime rate.

Section 8. The District retains the right to renegotiate Article 21 of this Agreement with the Executive Board of Local 2729 at any time the District determines the cost of Article 21 to be cost prohibitive or when personnel are abusing the goals of the Off Duty Automatic Response Plan.

Section 9. Any member off duty who returns to a Valley Falls Fire Department drill whether to instruct or to attend shall be compensated at a rate of 1 (one) "P" per hours.

ARTICLE 22
PERSONAL DAYS

Section 1. All members covered by this Agreement shall be entitled to four (4) Personal Days to be noncumulative. The member shall give at least twenty four hours notice of his request.

Section 2. As of January 2004 a 1st year firefighter will have (2) personal days.

ARTICLE 23 HOLIDAYS

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

Section 2. Members who actually work on a holiday covered in this Article shall receive an hourly pay rate on one and one-half (1-1/2) times his normal hourly rate for that shift. This pay is in addition to the day's pay described in Section 1 of this Article.

Section 3. For purposes of Holiday pay computation a "day's pay" shall equal one-fourth (1/4) of the member's weekly base pay.

Section 4. The following Holidays shall be considered as paid holidays for purposes of this Article:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Veterans Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Thanksgiving Day
11. Christmas Day
12. Member's Birthday
13. Easter Day

**ARTICLE 24
VACATIONS**

Section 1. Vacation time is based upon the amount of service time a member has as of his anniversary for that calendar year to be awarded on January 1.

Section 2. Vacation time shall be used by the member prior to the end of the calendar year (barring extreme conditions such as injury or illness, or job related injury).

Section 3. Unless granted an exemption (due to extreme circumstances), vacation time is noncumulative.

Section 4. Members shall not work their own vacation vacancies unless ordered to do so.

Section 5. Members may use their vacations in any blocks of single or multiple day shifts, night shifts or any combination as they desire.

Section 6. Vacation time entitlements are as follows:

SERVICE TIME	VACATION DAYS DUE As Of 12-31-2011
6 months - 1 year	four (4) days
1 year	ten(10) days
5 years	fourteen (14)days
10 years	nineteen (19) days
15 years	twenty (20) days
20 years	twenty-two (22) days
25 years	twenty-three (23) days

Section 7. Members shall give three (3) days notice to the District when requesting vacation time off.

**ARTICLE 25
BEREAVEMENT LEAVE**

Section 1. In the event of the death of a member's wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law he shall be granted four (4) scheduled working days off for bereavement purposes.

Section 2. In the event of the death of a member's grandfather, grandmother, uncle, aunt, the member shall be granted one (1) day to attend the funeral or Memorial service (in lieu of funeral) of the departed, provided that the member is scheduled to work his regular shift on that day of the services.

ARTICLE 26
UNION BUSINESS LEAVE

Section 1. One member of the Executive Board of Local 2729 shall be allowed reasonable time off for the investigation and processing of grievances or serious conditions which threaten to lead to the filing of a grievance. This member will suffer no loss of pay and is not required to make up any time used.

ARTICLE 27 SICK LEAVE

Section 1. New members in their first year of employment may borrow sick time against the allotment they will be eligible for after completion of that first year.

Section 2. After one (1) year, members are eligible to receive ten (10) working days of sick leave for each year of service, based upon cumulative service time in the upcoming calendar year to be renewed on January 1. A member hired on or before 6-30-96 can accumulate to a total of one hundred eighty (180) working days of sick leave. A member hired on or after 7-1-96 can accumulate to a total of one hundred twenty (120) working days of sick leave.

Section 3. In the event a members resigns, twenty (20%) of the accumulated unused sick days assigned to that member shall be forwarded on a cash basis to that member or to his estate.

Section 4. If the member retires or dies, the following percentages of unused sick days (as listed below) shall be forwarded on a cash basis to that member or to his estate: 40% of his or her unused sick time.

Section 5. As of July 1, 1993 any member terminated from employment shall not be eligible to receive any payment for unused sick time.

Section 6. During periods of sick leave, the member may collect both T.D.I. and sick pay benefits.

Section 7. Sickness, after three consecutive shifts (as defined in Article 16 Sec. 3), may require, based on circumstances verification by a doctor's certificate, hospital verification or internment. District will assume the cost of the verification visit.

Section 8. Attendance upon family members within the household of the member, whose illness requires care, will be charged to sick leave.

Section 9. Members out of work, injured on duty or on sick leave are not allowed to engage in any outside employment while on IOD or sick leave without receiving medical clearance from the members own physician. The Chief of the Fire Department may request medical documentation from the member's physician supporting the member's right to engage in outside employment.

Section 10. For purposes of payment of accrued but unused vacation, personal and/or sick time due or owing to a firefighter, if any, in accordance with the collective bargaining agreement upon his separation or retirement from the District or death, the District agrees to compensate said firefighter for said vacation, personal and sick time at a rate equal to one-fourth (1/4) of his weekly base rate of pay as of the date of his separation, retirement or death.

ARTICLE 28 INSURANCE

Section 1. The District shall contribute a proportional amount of the cost of individual and/or family coverage for health insurance with co-payments for office visits of \$15.00, Specialists office visits of \$30.00, Urgicenter of \$50.00, Emergency Room \$100.00, Prescription Drug of \$7/\$30/\$50/\$75 and the following:

*Vision Coverage

*Dental Steps 1, 2, 3, 4

Effective July 1, 2011, each member covered by health insurance shall contribute \$30.00 per pay period for family coverage and \$15.00 per pay period for individual coverage. Notwithstanding the implementation of an employee health care contribution effective July 1, 2011, the parties agree that no retroactive payment of health care contributions will be required to be made by bargaining unit members between July 1, 2011 through and including December 31, 2011.

For purposes of applying the deductible payment, the District agrees that it will reimburse to a firefighter who participates in the health plan the deductible monies spent under the individual or family plan up to a maximum of \$250 in each plan year during the term of the collective bargaining agreement. Under the individual plan, the District will reimburse to the firefighter, with proof of payment from the firefighter, \$250 dollars spent under the deductible portion of the health plan up to a maximum reimbursement of \$250 total each plan year; under the family plan, the District will reimburse to the firefighter, with proof of payment, \$250 spent under the deductible portion of the family health plan by either the firefighter or a member of his/her family up to a maximum reimbursement by the District of \$250 total each plan year.

The parties agree that the District will reimburse union members, who present appropriate documentation of payment, the difference in co-payments between the old health care Coast to Coast plan and the Vantage Blue plan paid by the union member between June 1, 2011 and June 30, 2011.

Section 2. The District agrees to a cash payment equal to thirty (30%) percent of the total cost per member for Health Care Insurance (as described in Section 1) payable to those members who choose to waive coverage provided by the District in this Article. This buyout is voluntary on behalf of the member and should the member choose to re-establish coverage through the District, the member must pay for any administrative costs or penalties and notify the District in a timely manner of such request. The buyout payment shall be issued in a lump sum to the member during July of each year.

Section 3. Members may upon retirement be allowed to maintain health insurance

coverage by paying the full individual member premium to the District. This benefit shall terminate should there be a determination by the health insurance carrier that the individual members are not eligible to participate.

Section 4. The Life Insurance (death Benefit), disability insurance, and liability insurance programs currently in effect and covering members shall remain in effect for the duration of this agreement. The District shall provide the Local with written summary of insurance coverage.

Section 5. The District will incur all of the expenses of the funeral for the deceased member killed in the Line of Duty as per protocol.

ARTICLE 29 PENSIONS

Section 1. The District shall provide to all members covered by this Agreement a retirement benefit pursuant to the State Optional Pension Plan for Policemen and Firemen (General Law 45-21.2-1 et seq.) with the member's contribution being eight (8%) percent of payroll and the District paying the balance thereof. This shall be a twenty (20) year retirement plan.

Section 2. All members retired on or after July 1, 1996 shall receive on the anniversary of their retirement a Cost Of Living increase by the Valley Falls Fire District. This will be a three (3%) percent increase. The computation will be done by:

1. (Multiplying base salary of the pension payment per year) X (3%) cost of living increase.

Section 2A. All members retired on or after July 1, 2002 shall receive on the anniversary of their retirement a Cost of Living increase by the Valley Falls Fire District. This will be a (3%) percent increase. The computation will be done by:

1. (Multiplying the highest base salary of one year) X (3%) cost of living increase each year.

Section 2B. The District will investigate the feasibility of entering into the State Optional Pension Plan for Policemen and Firemen (General Law 45-21.2-1 et seq.) Cost of Living allowance.

Section 3. The cost of Living increase will continue until the death of the member.

Section 4. Any member with disabilities incurred prior to the District's entry into the State Municipal Retirement System who have accumulated thirty (30) years of service shall be required to apply for a service retirement provided the said pre-existing injury has caused the member to be incapacitated for one (1) year prior to or contemporaneous with accumulation of thirty (30) years of service.

Section 5. The Chief of the Fire Department shall have a right to require those members to report, upon request, any employment they might be engaged in while on Injured on Duty leave.

**ARTICLE 30
LONGEVITY**

Section 1. Longevity shall be computed based on the amount of service time the employee has as of his anniversary date for that calendar year.

Section 2. Longevity pay is a percentage of the member's yearly base salary.

Section 3. Longevity pay shall be issued in a separate check by the first full pay period during the month of July each year (note also included in this check is the educational stipend).

Section 4. The Longevity pay schedule pay is as follows

Years of Service	Longevity Pay
	7/1999
3 years or more	3.5%
5 years or more	4.5%
10 years or more	5.5%

ARTICLE 31
DUTIES PERFORMED OUT OF RANK

Section 1. Any member (rank of Firefighter), serving in the position of the officer of the shift (regardless of day or night shift), and (regardless if there is another officer on duty), shall receive the pay equal to the actual hourly rate of a Lieutenant's position for the actual hours worked. The senior firefighter on duty shall act as the Shift Commander.

Section 2. Any member in an acting position (one step above his current rank) shall be paid the rate of that position should he go out IOD.

Section 3. Any time there is a vacancy in the position of Captain or Lieutenant for a period of greater than two (2) months, the position will be filled in the following manner: the Senior Lieutenant will become Acting-Captain, and the Senior Private will become Acting Lieutenant. The person acting out of rank will remain in the position until the vacancy has been filled by promotion or until the original member returns to full duty.

**ARTICLE 32
INCENTIVE PAYMENTS**

Section 1. Members certified as EMT's shall receive an annual incentive payment of

July 2009 \$900 per member
July 2010 \$1000 per member

Section 2.

A. In the year 2008 a certified EMT Cardiac will receive an annual incentive payment of \$900.00

B. In the year 2009 a certified EMT Cardiac will receive an annual incentive payment of \$1000.00

C. In the year 2010 a certified EMT Cardiac will receive an annual incentive payment of \$1100.00

Section 3. Members certified as "First Responders" shall receive an annual incentive payment of \$300.00 per member.

Section 4. Incentive Pay for certified First Responders and EMT certificates will be paid in a separate check in the 1st pay period in August.

Section 5. Members who possess a Bachelor's Degree in Fire Science shall receive an annual incentive payment of two (2%) of his yearly base salary.

Section 6. Members who possess an Associate's Degree in Fire Science shall receive an annual incentive payment of one (1%) of his yearly base salary.

Section 7. Section 1 and 2 shall apply to all members of the Local.

Section 8. Incentive Pay for members holding a Bachelor's or Associates degree will be paid in a separate check in the 1st pay period in July. (Note also included in this check in longevity stipend.)

ARTICLE 33 TUITION REIMBURSEMENT

Section 1. Members may apply to the District, in writing for approval to take courses in the Fire Science curriculums at Community College of Rhode Island or Providence College; and, if approved by the District will be entitled to reimbursement for the cost of tuition for required courses.

Section 2. To obtain reimbursement, the member must submit proof of payment by him and proof of a passing grade.

Section 3. Members hired after July 1, 1993, with District approval, shall be entitled to reimbursement for the following required courses:

- a) Courses with “fire science pre-fix codes” in the course description
- b) Required Chemistry courses
- c) Required Business Communication courses (technical report writing, etc...)
- d) Required Public Speaking courses
- e) Required Mathematics courses
- f) Any course required to obtain the Degree
- g) The District will reimburse employees up to 4 classes per calendar year

Members hired after December 31, 2003, with District approval, shall be entitled to reimbursement for the following required courses:

- a) Courses with “fire science pre-fix codes” in the course description.
- b) Required Chemistry courses
- c) Required Business Communication courses (technical report writing, etc...)
- d) Required Public Speaking courses
- e) Required Mathematics courses
- f) The District will reimburse employees up to 4 classes per calendar year

Section 4. Members who receive an Associate’s Degree after July 1, 1993 shall be required to remain in the employ of the District for Three (3) years beyond graduation.

Section 5. Members who receive a Bachelor Degree after July 1, 1993 shall be required to remain in the employ of the District for five (5) years beyond graduation.

ARTICLE 34
PROTECTIVE CLOTHING

Section 1. Each member shall be provided with the following NFPA approved protective gear:

- a. Nomex turnout coat with lining or comparable substitute
- b. Nomex nighthitch pants with suspenders or comparable substitute
- c. Individual "SCOTT" mask with voice amplifiers
- d. Rubber firefighting boots (1/2 length) for nighthitch pants
- e. Fire helmet or comparable substitute
- f. Nomex hood or comparable substitute
- g. Firefighting gloves or comparable substitute

Section 2. Members who leave the employ of the District must turn in their gear, and each member is responsible for maintaining gear issued him in reasonable condition.

ARTICLE 35
CLOTHING & MAINTENANCE ALLOWANCE

Section 1. Each member shall receive a maintenance allowance during the first pay period in the month of August. In addition, each member shall receive an annual clothing allowance during the first pay period in the month of January to be used toward purchase of clothing and items related to performance of duties. Receipts will not be required for either payment.

Amounts as follows:

- | | | |
|----|-----------------------|----------|
| a. | Maintenance July 1999 | \$595.00 |
| b. | Clothing July 2010 | \$500.00 |

ARTICLE 36
ROTATION OF FIREFIGHTERS

Section 1.

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 a vacant slot in the existing platoon system any member, by right of seniority, shall have the opportunity to fill the slot.

D. Whenever a member transfers from one shift to another resulting in the member working eight (8) days straight, he shall be guaranteed a minimum of two (2) days (48) hours off.

ARTICLE 37
PHYSICAL FITNESS

Section 1. Members who wish to participate in on-duty physical fitness activity may do so in such a manner that it does not interfere with the normal operation of daily duties and emergency incidents.

Section 2. Members shall be allowed to wear athletic clothing during these periods and also be allowed to utilize shower facilities upon completion of physical fitness periods.

Section 3. Members shall be prepared to quickly don protective clothing should an alarm be transmitted during PT periods or shower periods.

ARTICLE 38 INJURED ON DUTY

This Article establishes procedures for firefighters who are injured on duty (IOD).

Members of this Department injured or who contract an illness while in the performance of their duties shall be required to fill out several documents (hereinafter collectively referred to as the "IOD Package") as soon as practical. If the firefighter is physically unable to complete these documents, the firefighter shall have a designee/nearest relative complete these documents until such time as he/she is physically capable to complete these documents. The documents making up the IOD package are set forth in this Article.

- Report of Injury / Exposure
- Department's Insurance Report (VFIS)
- Witness Statement
- Consent for Release of Healthcare Information
- Essential Job Functions
- Return to Full Duty Release

The Chief of Department or his designee shall be notified of any injury that requires medical treatment and transportation.

1. DEPARTMENT INJURY REPORT

This is the basic form for reporting an IOD injury. This form will be completed by the injured firefighter; using the firefighter's home address, not the address of the Fire Department. It is imperative that all questions on the IOD Form be answered fully as incomplete forms will not be processed and considered for IOD status.

2. WITNESS STATEMENT FORM

Where applicable, witness statements should accompany the IOD package. These statements are not necessary to process the firefighter's IOD claim. These statements will only be necessary when requested by the Chief of the Department. If witness statements are requested by the Chief of the Department, these witness statements shall be completed and delivered to the Chief of the Department within five (5) days of the date of the request by the Chief.

3. AUTHORIZATION FOR MEDICAL AND/OR HOSPITAL INFORMATION

Each injured firefighter must complete and sign the Authorization for Medical and/or Hospital Information portion of the IOD form whether or not medical treatment is immediately being sought (see attached).

4. COMPLETION OF DEPARTMENT INJURY REPORT BY IMMEDIATE SUPERVISOR

The Department's Injury Report must be completed by the injured firefighter and submitted to the on duty Shift Officer whether or not medical attention is immediately sought. Upon completion, the form shall be delivered to the Chief of the Fire Department. The Chief of the Fire Department, after insuring that the form is correctly filled out and complete, shall forward a copy of this report to the Department's Insurance Company for processing.

5. MEDICAL/HOSPITAL REPORTS

Firefighters, who seek medical attention for their injuries, must submit as part of the IOD package, a statement from the hospital or treating physician. This statement should indicate a diagnosis and whether the firefighter is able to remain on duty or is relieved of duty; and if relieved of duty, the length of time for which the firefighter is so relieved. A hospital or treating physician's note which relieves a firefighter for a specific period of time is valid only for that period of time indicated within the note (even if that period constitutes the firefighter's days off).

At the conclusion of the specified period of excused absence, the firefighter is expected to resume regularly scheduled duties. If the firefighter intends to remain out of work beyond the specified period of excused absence, another statement from a medical doctor is required in order for the firefighter to remain on IOD status. If at any time the firefighter remains out of work beyond the specified period without submitting another doctor's note substantiating the reason for continued absence, the firefighter will remain on IOD status for a total of fourteen (14) days from the date of his/her original injury or previously expired medical note, whichever time period is applicable. If the additional medical documentation is received within fourteen (14) days of the firefighter's injury or previously expired medical note and it supports the firefighter's IOD claim, then once the necessary documentation is submitted and the IOD forms are processed, and assuming the firefighter in question meets all of the criteria necessary to carry him/her in a IOD status, then all Department records shall note that firefighter will continue on IOD. If, however, the additional medical documentation is not received within fourteen (14) days of the firefighter's injury or previously expired medical note, then the firefighter shall be taken off IOD status and will be carried on sick leave until appropriate medical documentation is received by the Department. Commencing with the fifteenth (15th) day after the date of injury or previously expired medical note and continuing until the appropriate medical documentation is received by the Department, the firefighter shall remain on sick leave and will not be reimbursed for any sick leave utilized starting with the fifteenth (15th) day. Once the additional medical documentation is received, substantiating the firefighter's IOD claim, the firefighter will be carried in an IOD status from the date the Department actually receives such additional medical documentation which substantiates the firefighter's IOD claim.

It shall be the injured firefighter's responsibility to notify his/her treating physician that documentation concerning the injury address the following matters: whether or not the medical condition is a job-related injury, prognosis, notes on firefighter's rehabilitation and the estimated length of time before the firefighter can return to unrestricted duties as determined by the firefighter's treating physician.

After the initial note relieving the firefighter from duty expires, as noted above, the firefighter is expected to seek medical attention/obtain an appointment for treatment from a physician of his/her choice for his/her injury within a reasonable period, not to exceed forty-eight (48) hours in order to comply with the 14 day period identified in this Section 5. The fourteen (14) day period may be extended by the Chief of the Fire Department where the firefighter provides notice, within twenty-four (24) hours from the end of the forty-eight (48) hour period, that he/she could not obtain an appointment for medical treatment within the required fourteen (14) day time period.

Firefighters must attend all scheduled medical appointments including, without limitation, appointments for treatment/therapy as recommended by their physician. Failure to attend appointments or follow their physician's recommendation regarding treatment for their injury may result in the firefighter being removed from IOD status. Where a firefighter must cancel an appointment with his physician or a treatment/therapy session due to an emergency situation that could not be foreseen by the firefighter, the firefighter must notify, within a reasonable period of time, the Chief of the Department of the emergency or, if the Chief is not available, then the acting chief or person on duty designated to act in that capacity.

6. PROCESSING THE IOD PACKAGE

After the IOD Package is complete, the injured firefighter will legibly sign his/her name wherever necessary on all required forms. The IOD Package will then be delivered to the Chief of the Fire Department or person acting in that capacity to be reviewed. The Chief of the Department shall thoroughly review the paperwork in the IOD package to ensure that the documents are complete and have been signed by the firefighter. The Chief of the Department or Acting Chief shall then sign the IOD form. This review process is expected to be done in a timely fashion.

7. FAILURE TO PROVIDE NECESSARY DOCUMENTATION

If all the necessary documentation is not submitted to support the IOD claim, then the claim cannot be processed and the injured firefighter may be carried on sick leave until the IOD package is complete. Once the completed IOD package is received and processed by the Office of the Fire Chief, and assuming the injured firefighter meets all the other criteria necessary to carry a firefighter on an IOD status, then the Department records shall be changed to note that the firefighter was IOD instead of sick and all sick days previously charged to the firefighter shall be restored. The only exception to restoring an injured firefighter's sick days is in those situations when the necessary medical reports have not been furnished within the fourteen (14) day period set forth in

#5 above. It is the intent of this policy that all IOD forms will be processed in as expeditious a manner as possible so that firefighters legitimately injured in the line of duty receive all benefits to which they are entitled.

8. RETURN TO WORK AUTHORIZATION

Prior to a firefighter returning to work from IOD status in a full-duty capacity, the firefighter must present to the Office of the Fire Chief medical documentation clearing him/her to do so unless that medical documentation is received by the Fire Chief from the medical provider or other agent. The Chief's Office shall then notify the on duty shift officer who shall return him/her to duty status. If a firefighter fails to return to duty, once notified of his/her release to do so, that firefighter will be carried as AWOL.

9. RECURRENCE AND/OR ADDITIONAL MEDICAL TREATMENT

Any time a firefighter suffers a recurrence of a previous IOD injury or requires additional medical treatment, tests, or therapy, as a result of a previous IOD injury, after the individual has returned to work for any period following the original injury, then the injured firefighter shall be required to submit a new IOD package to support the claim and/or need for further additional treatment, tests, or therapy.

**ARTICLE 39
PROMOTIONAL PROCEDURES**

Promotional Procedures
General Provisions

SCORE REQUIREMENTS

1. Written test will not carry a minimum score requirement. All who participate will continue in the evaluation process.

2. The highest test score attained by a candidate on any written test for the same position will prevail. Score can be improved but not diminished by participation in other written tests for that position.

DURATION OF LIST

1. Eligibility lists shall remain in effect for a period of two (2) years. The duration of the list will be determined from the date of posting.

ELIGIBILITY

1. If the promotion is for Deputy Chief, and there are not three (3) lieutenants with a minimum of ten (10) years of service participating in the test, eligibility will then be extended to any member who is or has served as an acting lieutenant. If (3) candidates are still not available, eligibility will be extended all permanent fire fighters with five (5) or more years of service in a full time position.

2. If the promotion is for the rank of Lieutenant, and there are not three (3) permanent fire fighters with four (4) or more years of service participating in the test, the eligibility will then be extended to all permanent fire fighters.

TEST POSTING

1. A reasonable time will be allowed between the posting of a pending test for promotion and the actual testing date. The time will be based upon the availability and extent of materials needed to be acquired and studied by participants. Reasonable time is defined by no less than sixty (60) days and no more than ninety (90) days will be given to establish a list for promotions. This date will begin on the date of the effective retirement or departure for the Valley Falls Fire Department.

2. When a test is to be held, notification will be posted in the Station. Members who would be eligible to participate in the test will have ten (10) days from the date of posting to notify the Board of Fire Wardens in writing of their intent to participate in the testing process.

3. When the Board of Fire Wardens has received a written intent to participate in a posted test from three (3) eligible candidates for the position of Deputy Chief or four (4) eligible candidates for Lieutenant, the test date shall be posted. The test will be valid for the promotion and creating of a list for promotion no matter how many of the candidates actually complete the testing process.

EXPLANATION OF POINTS

1. Points for further education in the fire science field will be awarded for the highest level of attainment only. (i.e., a candidate with an Associate's Degree would get 5 points (lieutenants exam) or 12 points (deputy chief exam) towards training and education whether NFPA 1001 Certified or not).

2. Points awarded towards training, certification, and education in the EMS field will be awarded to all candidates who hold an EMT-A or higher license which is active as of the test date.

POINTS FOR EDUCATION, TRAINING, AND CERTIFICATION

Lieutenant	Bachelor Degree	7 points
	Associates Degree	5 points
	NFPA 1001 Certification	2 points
	Active EMT-A or higher level of EMS Training	3 points

Additional points awarded at 0.5 each for each job related and documented education, training, and certification program up to maximum available.

Deputy Chief	Bachelor Degree	12 points
	Associates Degree	8 points
	NFPA 1021 certification	3 points
	Active EMT-A or higher level of EMS Training	3 points

Additional points awarded at 0.5 each for each job related and documented education, training, and certification program up to maximum available.

SENIORITY

1. Seniority points will be assigned on the basis of one (1) point for each completed year of service in both ranks. A completed year of service will be determined by the candidate's anniversary date as a member of the permanent department.

POINT COMPOSITE VALUES

FOR THE RANK OF LIEUTENANT

WRITTEN TEST	50 POINTS
SENIORITY	20 POINTS

INTERNAL MANAGEMENT REVIEW PERFORMANCE EVALUATION	15 POINTS
--	-----------

ACCUMULATED, EDUCATION, TRAINING, AND CERTIFICATION	15 POINTS
--	-----------

TOTAL	100 POINTS
-------	------------

FOR THE RANK OF DEPUTY CHIEF

WRITTEN TEST	50 POINTS
SENIORITY	20 POINTS

INTERNAL MANAGEMENT REVIEW PERFORMANCE EVALUATION	15 POINTS
--	-----------

ACCUMULATED, EDUCATION, TRAINING, AND CERTIFICATION	15 POINTS
--	-----------

TOTAL	100 POINTS
-------	------------

**ARTICLE 40
DURATION**

Section 1. This Agreement and the provisions thereof shall be in effect from July 1, 2011 and shall continue in full force and be binding upon the respective parties hereto until midnight, June 30, 2014, provided a notice in writing of intent to terminate and negotiate a new agreement is made by one of the parties upon the other at least one hundred twenty (120) days prior to the 2014 Annual Meeting of the Valley Falls Fire District. 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.

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 President.

Valley Falls Fire District

Local 2729, IAFF

Chairman, Board of Wardens

President, Local 2729

Witness

Witness

Date: _____

Date: _____