



AGREEMENT BETWEEN
COVENTRY FIRE DISTRICT
and
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
LOCAL 3372

For the Term:
JANUARY 1, 2019
through and including
DECEMBER 31, 2021

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ARTICLE I

GENERAL

1. CONTRACT

Pursuant to the provisions of Title 28, Chapter 9.01 of the General Laws of Rhode Island, 1956 (2003 Reenactment), entitled “Fire Fighters' Arbitration”, this Agreement is made and entered into on this 1st day of January 2019, regardless of when executed, by and between the COVENTRY FIRE DISTRICT (a quasi-municipal Rhode Island entity organized and existing under Rhode Island Law [hereafter sometimes referred to as “District”]) and LOCAL 3372, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, (the recognized bargaining unit for full-time employees of the Coventry Fire District engaged in firefighting, rescue services, fire prevention and investigation, training and education, dispatching, and any other positions) [hereafter sometimes referred to as “Union”].

2. RECOGNITION

- A. The District recognizes the Union as the sole and exclusive bargaining agent for full-time employees of the Coventry Fire District engaged in firefighting, rescue services, fire prevention and investigation, training and education, dispatching, and any other positions (other than the Fire Chief and Deputy Chief) for the purpose of collective bargaining relative to wages, salaries, pension, hours and terms and working conditions of employment. The rights of the District and its employees shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions.
- B. The District shall be represented by its governing board, the Board of Directors. This body may exercise its powers directly or through one or more appointed subcommittees.

3. UNION SECURITY

- A. The District agrees not to discharge or discriminate in any way against employees for Union membership or lawful Union activities. It is agreed by the parties that

employees, as defined herein, after the effective date of this Agreement, may become members of the Union and continue their membership throughout the life of this Agreement. Should the employee choose not to be a member of the Union, he/she shall then pay to the Union a representation fee equal to the annual dues paid by Union members. This representation fee shall be paid by payroll deduction on the same schedule as outlined for annual Union dues.

- B. The District shall deduct Union dues and/or representation fees upon receipt of the written authorization from each firefighter, and shall forward to the Treasurer of the Union such amounts as deducted. The Union hereby agrees to indemnify the District and hold it harmless from any and all claims, demands, and the cost of litigation for any action arising from the agency shop provisions of this Article. The District shall allow the Union to hold its monthly meetings and other meetings, as held from time to time, at the fire station.

4. MANAGEMENT RIGHTS

- A. The District shall retain the right to issue rules and regulations governing the internal conduct of the District as provided by Law and shall at all times retain the right to manage and direct the operation of the District and discipline the Union's members, except as modified by the terms of this agreement and by established past practices of the parties.
- B. The District shall also retain all other rights and responsibilities inherent in its Board of Directors, and any subcommittee thereof by virtue of existing law, by the provisions of its Charter and by District rules and regulations which are not inconsistent with the terms of this Agreement. Such rights and responsibilities shall include, but not be limited to, the responsibility for the efficient operation of the services of the District, the administration of the District, the discipline of its employees and for the enforcement and execution of all laws, ordinances, rules and regulations of the District.
- C. The District will retain all rights and powers to recruit, select and determine the qualifications of employees subject to the applicable sections of this Agreement.
- D. Union officials are permitted to meet with the Fire Chief and/or District

representative to develop policies, procedures, or changes affecting personnel, working conditions or general procedures by rule, regulation, or general order when such are in the process of development or institution. This allows for employee input in the formulation and development of District policies and procedures so that such are developed keeping the best interest of the professional operation of the District in mind, from the Union's point-of-view. The Union shall have the ability to protest such adverse changes under Article VI, GRIEVANCE, of this Agreement.

5. DEFINITION OF EMPLOYEE

The term "employee" as used in this Agreement, means a full-time permanent employee of the District engaged in firefighting, fire prevention, fire investigation, training, rescue, emergency medical services, fire alarm and communication and dispatching.

6. DUTIES

A. DUTIES OF FIREFIGHTER/EMT

1. It shall be the duty of the Firefighter/EMT to perform the functions needed to assist in the prevention, control and extinguishment of fires; the provision of rescue services; to provide emergency medical services, to perform the necessary administrative and service functions presently conducted by the fire department and to upkeep all buildings, grounds and equipment of the District.
2. The supervisors and the Fire Chief may assign additional duties to personnel reporting to them. These duties will be assigned as on-the-job responsibilities to assist in the day-to-day operations of the District's fire and rescue services and shall be subject to the provisions set forth in Article I, Section 4.
3. At no time shall any employee covered under this Agreement be required to perform any type of skilled labor, (i.e. carpentry, plumbing, electrical, mechanical, painting, automotive repair and maintenance, etc.) or any other duties beyond the scope of the day to day operation and maintenance of the District as stated in this Agreement. In no way does this mean that employees will not be required to do daily duties as outlined in the daily duty list, and in no way does this preclude any member from voluntarily performing such skilled

labor if they so desire.

4. Any formal job description(s) developed by the District shall be developed with the Union pursuant to Article I Section 4.

B. DUTIES OF THE FIRE MARSHAL

1. It shall be the duty of the Fire Marshal to perform fire prevention and education, building construction plan review, building and dwelling inspections, code enforcement, and arson investigations. The Fire Marshal shall report to and work directly with the Fire Chief of the department. The Fire Marshal, during times of light work load, may be utilized by the Fire Chief to assist with administrative duties pertinent to conducting District business. However, the primary function of the Fire Marshal shall be that of an industry standard Fire Prevention Bureau.
 - a. When the Fire Marshal(s) reports to an emergency incident, he/she shall report to and assist the Incident Commander as needed.
 - b. The Fire Marshal shall lead all fire investigations when requested by the emergency Incident Commander.
2. All eligible employees that bid to a Fire Marshal position shall serve a one (1) year probationary period. During the probationary period, the Fire Chief shall review the performance of the Fire Marshal. During that time, if the Fire Marshal is not performing to the Fire Chief's satisfaction and/or is failing to meet obligations inherent in running the Fire Marshal's office, the Fire Chief shall provide a performance review, and shall afford to the Fire Marshal an opportunity to improve, along with a reasonable and achievable outline for improvement which shall be provided to the Fire Marshal by the Fire Chief. The Fire Marshal is subject to the progressive disciplinary policy as outlined herein, up to and including removal as Fire Marshal. Any employee removed from the position of Fire Marshal shall return to the ranks of firefighters at the rank of private and shall receive pay commensurate with a private's pay scale.
 - a. When an employee accepts a Fire Marshal position, the rank assignment is "Division Chief", reporting directly to the Fire Chief of the

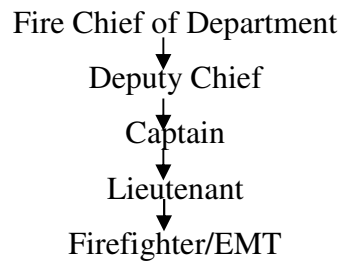
Department. The Division Chief shall only have authority or rank for his/her Division and that rank assignment shall not carry over to the Operations Division, nor will said rank carry over to the operations side in the event the employee transfers or bids out to the operations side.

C. DUTIES OF OTHER EMPLOYEES

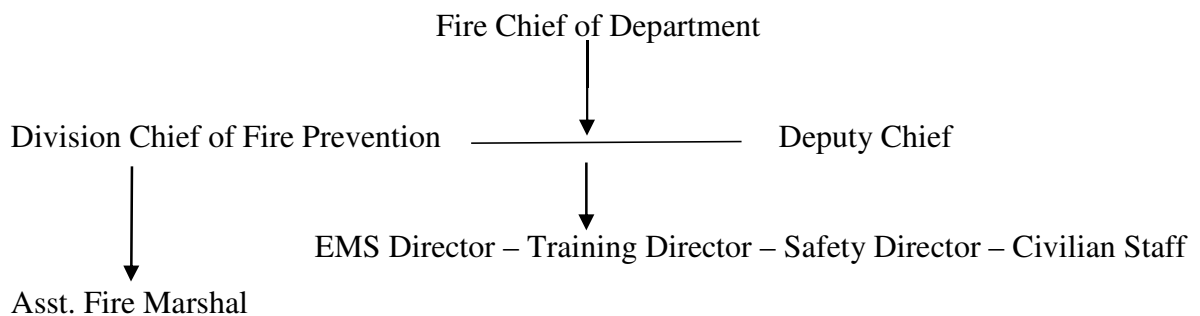
The duties of other employees, including those of the Fire Prevention Division, EMS Division, Training Division and Civilian Employees, are found in other applicable sections of this Agreement.

D. CHAIN OF COMMAND

Chain of Command – Operations Division



Chain of Command -Support Division



7. PERMANENT STATUS

A. EMT CERTIFICATION

Each employee is required to maintain a current State of Rhode Island EMT – C certification as a condition of employment.

B. EMT RECERTIFICATION

The District will provide EMT & Paramedic recertification/refresher training and CPR training as required by State/Federal Law to maintain these certifications.

C. LICENSE AND CERTIFICATION MAINTENANCE

Each employee will maintain a current Rhode Island Motor Vehicle Operator's License. If, for any reason, the State institutes any disciplinary, criminal or civil action against an employee with regard to the employee's EMT – C certification or Motor Vehicle Operator's License, then the employee shall immediately report such action to the Fire Chief. If the seriousness of the situation warrants it, a hearing will be held and the employee may be suspended until such time as the action is concluded and, if the employee's license or certification is vacated, revoked, suspended or otherwise restricted, then until such license or certification is reinstated without restriction.

D. STATE MANDATED REQUIREMENTS

The District will also provide training as required to meet any additional state mandated requirements, OSHA requirements as issued through the Rhode Island Department of Labor, EPA requirements as issued through the Rhode Island Department of Labor, or any other requirements as issued through the Rhode Island Department of Labor, or Rhode Island General Laws.

E. TRAINING

Each employee will be required to attend such trainings as defined herein. If the employee is unable to attend the scheduled training, the employee may attend a make-up session provided by the District, or through arrangements made by the training officer or may attend the makeup training outside of the District. The District shall pay all costs associated with training and re-certification, to include training pay if said training is not conducted during regular scheduled working hours.

F. CIVILIAN STAFF

Employees such as Secretaries, Chiefs, Dispatchers and the like will be hired exclusively to fill those specific positions and will be defined as Civilian Staff assigned to the Support Division.

G. NO OTHER WORK AS A FIREFIGHTER

Members covered by this Agreement shall not provide firefighting or emergency medical services type work for any other entity, whether as a paid member, paid on call member or volunteer member. This provision is a condition of their employment by the District.

8. PERSONNEL RECORDS

A. INSPECTION

The employment record of each employee shall be available for their inspection by District officials at any time and by others in accordance with lawful court orders. An employee who wishes to inspect his/her employment record shall do so during normal business hours of the Department's administrative offices. No Employee shall be denied the opportunity to view the contents of his employment file.

B. EVALUATIONS

An employee shall be provided with a copy of any and all evaluations, comments, or remarks concerning said employee's performance or discipline at least five (5) days before said evaluation, comment, remark, or discipline is placed in the employee's personnel history record. If an employee disagrees with any evaluation, comment, remark, or discipline, then the employee may file a grievance as pursuant ARTICLE VI GRIEVANCE – ARBITRATION, and said evaluation, comment, remark, or discipline shall not be placed in the employee's permanent employment record unless the final outcome of the grievance/ arbitration provides for such.

C. TRAINING FILE

A separate training file shall be kept for each employee. Any training that the

employee receives shall be documented and a record thereof placed in the employee's training file.

9. DISCIPLINE AND DISCHARGE

A. VIOLATIONS OF THE RULES AND REGULATIONS

Violations of the rules and regulations as issued by the District, or failure to meet performance standards, or failure to perform duties as outlined by the District or by this Agreement or failure to obey the lawful, safe, and industry standard directives of a superior officer or failure to obey statutes, ordinances, or charter provisions, will result in progressive disciplinary action. The progressive discipline process will consist of:

Step 1: Verbal or Written Warning

Step 2: Written Warning

Step 3: Hearing between the disciplined employee, the District, and the Union.

Progressive discipline shall be utilized for each new infraction. A verbal warning on an issue does not constitute a written warning for a different and distinct issue.

B. SUSPENSION

No employee shall be suspended without pay until such time as the employee has been given a hearing between the disciplined employee, the District and the Union, and only if the outcome of the hearing provides for such suspension. This does not preclude the District from placing an employee on paid administrative duty pending the outcome of a hearing. Hearings shall be held within forty-five (45) days of an employee being placed on administrative leave.

10. SAFETY AND HEALTH

A. MEDICAL EXAMINATION WHEN AN EMPLOYEE MAY CONSTITUTE A HAZARD

1. It shall be the responsibility of each employee to maintain the standards of physical fitness required for the performance of his/her duties.
2. When the District suspects that the physical condition of an employee may constitute a hazard to himself/herself or to persons or property, then the District may direct the employee to submit to a medical examination (which shall be paid for by the District or by the medical insurance coverage provided by the District) which shall evoke the employee's physical ability to safely discharge the duties of his office.
3. An employee who is required to submit to a medical examination at the direction of the District shall be compensated in accordance with the provisions of this Agreement relating to overtime pay.
4. Any employee who is directed to undergo a medical examination pursuant to the terms of this section shall execute a release authorizing the examining physician to notify the District whether or not the employee is physically fit to perform as a firefighter and, if not, then when and under what conditions the employee may meet such requirements.
5. The employee will not return to work until such time that he/she can be reevaluated and the examining physician authorizes such return to duty status.
6. The intent of this section is to promote health and fitness and not to force early retirement or termination.

B. LABOR/MANAGEMENT WELLNESS INITIATIVE

1. The employees are encouraged to maintain themselves in good physical condition due to the physical demands that firefighting and emergency medical service work demand. The District recognizes the importance of physical fitness training and encourages the use of the District's "gymnasium" and fitness equipment.
2. In order to further encourage the use of the "gymnasium", the District will maintain a "gymnasium" at the fire station and will allow and encourage

firefighters to utilize the gym facility both on and off duty. Firefighters will remain available to respond to calls if needed. However, a reasonable attempt will be made by the Officer in Charge to cover their assignments during such time. The mechanics of this program will be developed by the Fire Chief and Union.

C. HEALTH & SAFETY COMMITTEE

1. The District recognizes the need for a Health & Safety committee (HSC) and further agrees to implement HSC within sixty (60) days from the date of execution of this Agreement. The HSC will consist of one Chief Officer, the Department Health & Safety Officer and no less than four (4) additional bargaining unit members appointed by the Union. The committee members shall select the Chairperson of the committee each January. The members of the committee shall also appoint a committee Secretary each January and he/she shall be responsible for taking minutes and filing reports. Recommendations from this committee shall be instituted in a timely manner. It is the desire and mission of the District and the Union to work together and to create a safe environment for both the firefighters and the community through following the recommendations and procedures of the NFPA. The HSC Chairperson or Designee will be granted time off with pay when meeting and for any inspection or investigation of safety or health problems in the Fire Department, up to three hours or additional hours as authorized by the Fire Chief of the Department. If a member is off duty during scheduled meetings or investigations, then the member shall be compensated with collateral pay.
2. The District shall not restrict the HSC members from any Fire Department facility when investigating health and safety conditions.
3. The Committee will be guided by, but not limited to, the following principles:
 - a. Make immediate detailed investigation into each accident, death or injury, to determine the fundamental causes.
 - b. Inspect Fire Department facilities to detect hazardous physical conditions or unsafe work methods, including training procedures, recommend changes or

additions to protective equipment, protective apparel or devices for the elimination of the hazards of fire duty.

- c. Promote safety and training for committee members and fire department employees.
- d. Participate in advertising safety and in selling the safety program to the employees through department meetings. In line with the goals listed above, the Committee shall:
 - i. Make periodic inspections of the fire department facilities not less frequently than semi-annually.
 - ii. Make recommendations for the elimination of unsafe or harmful work conditions. All recommendations shall include a target date for abatement of hazardous conditions.
 - iii. Review and analyze all reports of employees' accidents, deaths, injuries and illness. Investigate thereof causes and recommend rules and procedures for the promotion of health and safety of fire department employees.
 - iv. Keep minutes of all Committee meetings and a written report shall be prepared for review at the next Committee meeting. A record shall be kept of accidents, injuries, and illnesses and shall be maintained by the District and made available on request to the Health and Safety Committee.
 - v. Prior to being purchased, all new equipment and apparatus, and/or their respective specifications shall be developed, reviewed, and modified if needed, by the HSC to ensure full compliance with NFPA standards and other applicable industry standards or codes.
 - vi. All response plans (such as run cards), shall be reviewed, and further modified if needed by the HSC.

D. TRAINING & SERVICE WORK

- 1. All training shall be conducted in accordance with NFPA standards and there shall be a designated Lead Instructor and Safety Officer assigned for each training session. No outdoor training or service work (such as but not limited to

hose testing) shall be permitted when the temperature or heat index is predicted to be thirty-two (32) degrees Fahrenheit or below, with the exception of Ice Rescue training. No trainings or service work (such as but not limited to hose testing) shall be permitted when the temperature or heat index is predicted to be eighty-five (85) degrees Fahrenheit or above.

2. All new hires shall be required to attend the first available Rhode Island Training Academy training course, of no less than twelve (12) weeks equaling 480 hours, unless the new hire has previously completed the Rhode Island Fire Academy training. Such training academies or schools should be conducted with safety as a priority and in accordance with NFPA standards. All recruits and/or new hires shall undergo a minimum training to the most current edition of NFPA 1001 Level 1 & 2, & Hazardous Materials awareness and operations, as well as review and competency testing in department operations, procedures, policies, and equipment, prior to the commencement of the academy. New hires shall further undergo an emergency vehicle driver's training course, no less than fifty (50) hours of pump training, and no less than thirty (30) hours of aerial ladder training. All new hires shall be required to take the NFPA 1002 Driver/Operator-PUMPER training, within one (1) year of hire, or as soon as the class becomes available. For safety reasons, training academies and or recruit schools shall not be conducted during the months of January, February, July or August. A copy of all certifications and documentation of the number of hours of training shall be submitted to the Union President and the HSC prior to the employee graduating from the academy or recruit school.
3. The District shall maintain a log or record of all training which it requires that newly hired firefighter candidates must complete and the cost of each. In the event that an employee shall voluntarily terminate his employment with the District, for any reason whatsoever, then he shall be obliged to reimburse the District for the cost of such training and education as provided hereafter. The District may require that any candidate for employment by it agree to do so, as a condition of employment and such agreement shall be in the nature of a judgment. The District may require such candidates to execute and deliver any

and all documents which evidence their obligations hereunder to the District, as it may seem appropriate and proper to the District.

Employees who voluntarily terminate their employment with the District on or before the first anniversary of their employment by the District shall reimburse the District an amount equal to one hundred (100%) of the cost of such training;

- a. Employees who voluntarily terminate their employment with the District on or before the second anniversary of their employment by the District shall reimburse the District an amount equal to seventy-five (75%) of the cost of such training;
- b. Employees who voluntarily terminate their employment with the District on or before the third anniversary of their employment by the District shall reimburse the District an amount equal to fifty (50%) of the cost of such training and
- c. Employees who voluntarily terminate their employment with the District on or before the fourth anniversary of their employment by the District shall reimburse the District an amount equal to twenty-five (25%) of the cost of such training.

E. TESTING AND MAINTENANCE OF AERIAL DEVICES, GROUND LADDERS, SCBA'S AND OTHER LIFE SAFETY EQUIPMENT

1. All District equipment shall be purchased, maintained, and used as recommended by the applicable NFPA standards and manufacturer recommendations.
2. All aerial devices and ground ladders shall, be inspected and tested for structural integrity and safety through non-destructive test methods such as Ultrasonic and Magnaflux, on a yearly basis.
3. All components of SCBA& SCUBA equipment shall undergo Hydro testing and flow testing as recommended by NFPA.
4. All testing shall be performed by an independent testing company and not by the original manufacturer. A copy of such test results shall be supplied to the

Union upon request. Any piece of equipment that cannot be certified as safe or is questionable shall be taken out of service until repaired or replaced.

5. All repairs or modifications to equipment and apparatus shall be performed by a certified technician or a certified emergency vehicle repair technician, whichever is applicable. A copy of the certification shall be forwarded to Union on request.

F. PROTECTION OF EMPLOYEES

1. The District shall install and maintain a vehicle exhaust system.
2. The District shall maintain a Class A supervised fire alarm detection system and Carbon Monoxide detection in the fire station and administrative offices.

G. PLACING NEW EQUIPMENT INTO SERVICE

Prior to any piece of equipment or apparatus being placed into service for use, all department members shall receive training in its safe and proper use.

Documentation of this training shall be placed into the member's training file.

H. IMMUNIZATION SHOTS

The District agrees to pay all expenses for inoculation or immunization shots for the employee and for the members of the employee's family residing in his/her household when such shots become necessary as determined by a physician as a result of said employees' exposure to contagious disease where said employee has been exposed to said disease in the line of duty. The District shall provide to those employees who voluntarily request it, vaccinations against all types of Hepatitis, Influenza and any diseases occupationally acquired, with the District paying the full cost thereof. Employees not requesting said vaccinations shall sign a waiver each year.

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ARTICLE II

EMPLOYEE BENEFITS

1. SENIORITY

A. SENIORITY IN RANK

Seniority in rank shall be computed from the date of most recent appointment to said rank.

B. DEPARTMENTAL SENIORITY

An employee's departmental seniority shall be determined by the total length of service as a full-time paid employee of the District. Seniority shall be computed from the date of original employment. If an employee has a break in service, unless caused by military duty, seniority shall be computed from the most current date of re-employment with the Department/District.

C. SENIORITY LIST

The District shall maintain and annually post a current seniority list. This list shall be used whenever called for by specific Articles and Sections of this Agreement and in such other cases as may be agreed upon by the District and the Union. The seniority list shall include each employee's last date of hire, name, rank, number of years at current rank, and number of years of continuous service to date.

2. BID SYSTEM

A. RIGHT TO BID

All employees assigned to the four-platoon system, shall be allowed to select platoon and apparatus assignments based on seniority in grade. Employees may exercise their right to select such assignments in accordance with this clause whenever a vacancy occurs or whenever additional Fire Fighter/EMT positions are added by the District or become vacated or otherwise available. When support division positions (other than Civilian Staff) are added to the District, or become

vacated or available, or are considered a “fulltime” position, employees may exercise their right to select said positions in accordance with this clause.

B. SENIORITY FOR BIDDING (OPERATIONS)

Seniority of officers shall be computed from the date the officer was appointed to that position, for the purpose of bidding for a vacant position only. In all instances, in the event that more than one employee is appointed on the same date, the employee appearing in the highest order on the eligibility list shall be senior to the other(s). Departmental Seniority shall break any further tie.

C. SENIORITY FOR BIDDING (SUPPORT)

Seniority of personnel for the purpose of bidding to the Support Division Positions such as Fire Marshal, Training Director, EMS Director, or similar positions shall be computed based on date of most recent hire and not based upon date of appointment to rank.

D. CALLING A BID SESSION

When a vacancy occurs, or when two or more employees request a bid or when new Fire Fighter/EMT positions are added, the District shall within five (5) days of the posted notice of the vacancy on the bulletin board at each fire station. Within ten (10) days of posting the vacancy, the Union President shall designate a date and time for the purpose of convening a bid session for the vacancy and any subsequent vacancies, which occur during that bid session. The Union Secretary shall notify all members of the time and date of the bid session. The Executive Board of the Union shall convene the bid session and ensure that the vacancy or vacancies are properly filled in accordance with seniority. Within five (5) days of the vacancy bid, Union shall notify the Fire Chief of the outcome of said bid. Transfers to any new station or platoon assignments shall be made no later than 30 days following completion of the bid session.

E. FIRE MARSHAL ELIGIBILITY-TO-BID-LIST

An eligibility-to-bid-list shall be maintained for the position of Fire Marshal. The list shall be valid for a period of two (2) years from each test date. The list shall be set in seniority order; from the most senior to least senior employee that has met the qualification requirements set forth herein.

F. FILLING A FIRE MARSHAL VACANCY

1. The Fire Marshal(s) may open their position during any annual bid or may bid out at any other bid session. The subsequent vacancy will then be filled based upon seniority of eligible employees. When a vacancy occurs, the position will be offered to the most senior eligible employee on the eligibility-to-bid-list.
2. If the Fire Marshal decides to bid out of the position, he/she will return to the platoon system as a firefighter at the rank of Private and shall receive pay commensurate to a private's pay scale.
3. If the most senior eligible employee declines to bid to a vacant Fire Marshal position, it shall be offered to the next senior eligible employee and so on until the position is filled. Any employee who declines to bid on a vacant Fire Marshal position will retain his seniority on the Fire Marshal eligibility list until it expires and may bid for any future vacancy without penalty.
4. If no employee bids to a vacant Fire Marshal position, the most junior eligible employee on the list shall be ordered to fill the vacant position until such time as a more junior employee becomes eligible to be ordered or an eligible employee bids to the position during a bid session. In the instance that no employee is eligible, the most junior officer shall be "ordered" to that position. Any employee ordered to a vacant Fire Marshal position will retain his seniority privilege for any future vacancy.

G. CIVILIAN STAFF EXEMPT

Employees working as Civilian Staff, such as Secretaries, Dispatchers, Chiefs and the like will be restricted to the position(s) in which they were hired for and will be ineligible to transfer or bid. Civilian staff employees are further restricted from

bidding to or becoming a Firefighter/EMT, Lieutenant, Captain, Battalion Fire Chief, Assistant Chief, Deputy Chief, Department Chief, Fire Marshal, Fire Inspector, Investigator, Training Director, EMS Director, Assistant Fire Marshal, Assistant Training Director, Assistant EMS Director, or any other similar positions.

H. PROBATIONARY EMPLOYEES EXEMPT

Probationary employees shall not be able to participate in the bid process and may be temporarily assigned to a shift, platoon, or position until the employee has completed probation. The Fire Chief will have the authority to transfer probationary firefighters, as he deems necessary for training and evaluation. If a probationary employee is assigned to a platoon, shift, or position, that assignment does not preclude a more senior member from bidding to that position and, thus, forcing the probationary member out of the said position. Once an employee has successfully completed probation, the Fire Chief shall notify the Union of such, and the Union shall convene a bid session to fill any new or vacant positions.

I. RIGHT TO BID WHILE ON LEAVE

Any member, who is out of work due to an injury, illness, or any form of leave may bid for any open position or may bid for a position into a Special Division, if so qualified. The said member shall not forfeit or lose any seniority benefits in time in grade while on a “job-related” injury or illness status.

J. ANNUAL BID

In addition to the vacancy bid, an annual bid shall be held during the first week of November of each year for voluntary bidding. These transfers would go into effect after January 1st of the following calendar year and be completed by January 15th. Within five (5) days of the annual bid, Union shall notify the Fire Chief of the outcome of said bid. When movement or transfer is voluntary and not a “forced transfer” as a result of a promotion, staffing increase or new assignment, the District will not be required to pay overtime.

3. TEMPORARY SERVICE OUT-OF-RANK

A. LIEUTENANT OUT-OF-RANK

At times, due to vacancies and leaves and in a mutual effort to fulfill the obligation set forth under the minimum staffing section, the Union and the District agree to allow firefighters that have successfully passed and placed on the Lieutenants promotional eligibility list, to act in place of a Lieutenant. During that time, the firefighter will be considered as “acting out-of-rank” and will be compensated at the rate of a Lieutenant.

B. OUT-OF-RANK PAY

It is further agreed upon, that at any time, when a Lieutenant acts out-of-rank to fill a Captain’s position, and/or a Captain acts out-of-rank to fill a Battalion Chief’s position, then each will be considered as “acting out-of-rank” and will be compensated at the rate of pay for the position that he/she is filling.

C. DAYTIME TRAINING POSITIONS

It is further understood, that with the mutual agreement of both parties, the District may create one or more daytime positions to facilitate trainings and instruction to new hires through a Training Academy or to instruct department trainings such as EMS refresher class. When the need arises for such a position(s), it is agreed upon that the District will maintain the minimum staffing levels as set forth herein, and then each employee will be considered as “acting out-of-rank” and will be compensated at the rate of pay one grade higher than that for which he/she is currently being compensated. Upon the completion of the Training Academy or assignment, then the employee will revert back to his/her normal rate of pay.

D. COMPENSATION OUT-OF-RANK FOR SPECIFIC SHIFT ONLY

Any person acting out-of-rank shall only be compensated as out-of-rank, for the specific shift that they are said to be acting for. If an employee works any shift other than that specific shift, then they will be compensated at his/her regular rate of pay.

E. LONG-TERM ABSENCE

If an officer is unable to work for a period of sixty (60) consecutive days or more, this shall be considered a “long-term absence” and those employees who have successfully been placed on the appropriate promotional list for the rank of the officer who is on longtime absence shall be offered the opportunity to voluntarily transfer and act “out-of-rank” to cover the long-term absence and to be compensated appropriately. Should no eligible person voluntarily transfer on such temporary assignment or should the list have been exhausted or in the absence of a list, then the long-term absence will be filled in accordance with the remainder of Article II, Section 3.

4. STAFFING

A. MINIMUM STAFFING

The department will be staffed with no more than nine (9) full-time, unionized employees, not including the Fire Chief. The nine (9) shall include one (1) Captain, three (3) Lieutenants, and five (5) Fire Fighter/EMT (Private), of which one Private shall be considered a floater. The Fire Chief will not be a member of the bargaining unit.

Floater positions shall be assigned as follows:

- i. The District will assign one (1) floater to a platoon. The floaters will bid into these positions by seniority during the normal department bid.
- ii. The Fire Chief shall have the discretion to move floater(s) between platoons to cover any long-term vacancy that is reasonably anticipated to last thirty (30) days or more.
- iii. Floaters shall be given at least ninety-six (96) hour notice before any such transfer, and it shall be required that any floater shall have ninety-six (96) hours off prior to the start of any new assignment.
- iv. Floaters shall have the right to refuse a transfer by seniority; however, the Fire Chief shall have the right to assign the most junior available

floater in the rank necessitating the transfer to cover the long term vacancy.

B. FIRE MARSHAL STAFFING

For the term of this Agreement, the parties agree that the staffing will remain at nine (9) because the Fire Marshal position will not be filled and that District will not be required to make any promotion for the Fire Marshal position, nor will the District be permitted to transfer any employee to the vacancy created by the separation or retirement of the Fire Marshal.

For the term of this Agreement, the Union shall permit the Fire Chief to perform services normally performed by the bargaining unit Fire Marshal if needed.

5. MINIMUM STAFFING & FACILITIES

A. MINIMUM STAFFING CALCULATIONS

Minimum staffing will be such that each shift/or group within the platoon system is covered with no less than two (2) Union members. It shall be further defined that there shall be no less than one (1) officer and one (1) firefighter (not including the Fire Chief, Operation Chief, Assistant Chief, Deputy Chief, Division Chiefs and members working the Support Division such as the Fire Marshal, Training Officer, or EMS Officer) on duty at all times (of which at least three (3) of whom shall be EMT-C qualified.) Probationary employees do not count towards minimum staffing levels until such time as the probationary employee has successfully completed six (6) months of service, following the initial twelve (12) week recruit school. For civilian and firefighter safety, the parties agree that no fire apparatus, ambulance or otherwise (except staff vehicle) shall be operated at any time with less than two (2) fire fighter/EMTS's on the vehicle. When the minimum staffing is at three (3), then a fire response shall place all three (3) members on the Engine or Ladder vehicle whichever is dispatched. An EMS response shall place all three (3) members on the Rescue vehicle.

B. MINIMUM STAFFING NOT A LIMITATION

This section does not limit the District from maintaining more than the minimum number of Union employees per shift during the term of this Agreement.

C. LOCAL DISASTER OR EMERGENCY

Whenever there is a national, statewide or local disaster or emergency which affects the Town of Coventry, the minimum staffing shall be increased, per department policy as developed and agreed upon with the Union, until the emergency is officially declared to be over.

6. LAYOFFS AND CONTRACTING OUT

A. MOST JUNIOR LAID OFF FIRST

Should conditions require a layoff, employees with the least departmental seniority shall be laid off first. Employees shall be called back from layoff by departmental seniority, the employee with the highest departmental seniority being the first to be called back.

B. NO CONTRACT OUT WITHOUT UNION APPROVAL

The District agrees not to contract out any work normally performed by employees at the present time without approval of the Union.

7. SUCCESSOR AND ASSIGNEE CLAUSE

A. WORKING AGREEMENTS WITH OTHER DEPARTMENT

Work presently performed by employees in the bargaining unit shall not be performed or given to any other Fire District, District employer, District employee, or independent contractor, except as otherwise provided in this Agreement. If at any time during the term of this Agreement, the District decides to form a working agreement with another Fire District/Department or the Town of Coventry decides to create a Municipal Fire Department, then the members covered by this Agreement shall be guaranteed their current positions, wages, benefits, working hours and other conditions of employment as set forth in the current Agreement in whatever entity may be created during the remaining term hereof.

B. AGREEMENT UNCHANGED BY MERGER

This Agreement shall bind the successors and assigns of the Coventry Fire District, and no provisions, terms, or obligations herein contained shall be affected, modified, changed or altered in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of the Coventry Fire District, or by any geographical change or otherwise, in the location or place of business of the Coventry Fire District. In the event of a consolidation, merger, annexation, or transfer, the only Articles that shall be opened for renegotiation, shall be those Articles which are mutually agreed upon by the Union and the District.

8. PROBATION PERIOD

A newly hired employee will serve a probation period of one (1) year. The probationary period for new employees shall begin on the member's first day of full-time employment after the initial twelve weeks of training and shall end after one full year of employment.

All parts of the contract are in effect for the employee on probation. If the newly hired employee does not perform satisfactorily as a Fire Fighter/EMT during the probation period, then the District can terminate the new employee or can extend his/her probationary period.

9. PROBATIONARY FIREFIGHTER LIMITATIONS

Probationary Firefighters will be constrained to the following limitations:

- A. A probationary firefighter shall be ineligible for overtime until successfully completing six (6) months of probation.
 - i. The probationary firefighter may not take any overtime assignment that creates a situation where two (2) probationary firefighters would be working together.
 - ii. When filling overtime, a probationary firefighter should not be offered an overtime assignment that creates a situation where two (2) firefighters

would be working together. If this should occur, it is treated as a bye and the Overtime List will not be marked but left blank.

- B. Probationary firefighters may not fill civic details. They are eligible to fill details when they have successfully completed their probationary period.
- C. Two probationary firefighters may not work together, on the same shift assignment.
- D. Probationary firefighters are allowed to swap shifts with other employees as long as the swap does not create a situation where two (2) probationary firefighters will be working together.
- E. Probationary firefighters may participate in the bid process per Article II, Section 2, hereof
- F. However, the result of a bid must be such that no two (2) probationary firefighters are working together on the same shift assignment. If as a result of a bid two (2) probationary firefighters working together, there are two possible solutions:
 - i. The bid implementation date is delayed until one or both of the probationary firefighters have successfully completed their probationary period, or
 - ii. A temporary and voluntary transfer of other employees on the platoon is agreed upon until one or both of the probationary firefighters have successfully completed their probationary period.
- G. At discretion of the Fire Chief, probationary firefighters may be moved from their bid positions to other platoons for any amount of time for training and experience purposes.

10. PROMOTIONS

- A. Any employee that currently holds the rank of Lieutenant or Captain shall be deemed to be “grandfathered” in that rank. However, in order to be promoted to the next higher rank, a grandfathered Lieutenant or Captain must meet all of the then current eligibility and promotional requirements as set forth herein.

- B. All vacant or new positions shall be subject to the testing, promotional, and transfer procedures established by the District and Union. Eligibility and qualifications for all vacant or new positions shall be worked out between the District and the Union unless provided for herein.

- C. Appointment or transfers to newly established or vacant positions (with the exception of the position of Fire Chief), shall be offered to present fulltime Firefighters/ EMT's of the District, provided they are qualified for the position. The Board of Directors and Union shall establish qualifications for any new or vacant positions.

- D. All current employees will be allowed to apply and compete for the Fire Chief's position should it become a vacant. Should no current employee desire appointment to the vacant position of Fire Chief or meet the qualifications as set forth by the District and the Union, appointment will be made from an appropriate eligibility list of outside candidates established by the District and Union.

- E. Additional ranks (such as, but not limited, to Battalion Chief, District Fire Chief, Deputy Chief, etc.) may be added to the District and to the Chain of Command in the future. The District and Union shall agree upon a testing/ promotional process similar to the testing process for Lieutenant, Captain or Fire Marshal and appointments to these positions shall come from this list.

- F. In the future, the District may add "full-time", permanent, day positions (such as that of an Emergency Medical Services Coordinator and/ or Training Director). Any such position shall be filled based on seniority and will be subject to the eligibility requirements set forth and agreed to by the District and the Union similar to the procedure used with regard to the Fire Marshal.

- G. Should no member apply for the appointment, requests a transfer, or bid to the new

position or vacancy, the District may order the most junior officer to said position until such time that another eligible employee requests a transfer to that position or vacancy and/or an appropriate eligibility list is established by the District and Union.

11. PROMOTIONS AND TRANSFERS FOR OFFICERS AND SUPPORT POSTIONS

A. GENERAL

- i. All promotions will be made from presently employed Union members, based on the results of a competitive written examination, seniority, oral board, and education points, with the exception of the Fire Marshal, EMS Coordinator, Training Director or similar support positions. Said support positions shall be subject to promotional or transfer procedures that are mutually developed by the District and the Union, or as outlined in the foregoing subsections.
- ii. All notice of promotional examinations for Lieutenant and Captain will be posted on the last Friday of August of every ODD numbered year, (i.e. 2017, 2019). All notice of promotional examinations shall contain: Source of materials from which the written examination will be taken, as well as the percentage of questions from each item. Applications to take promotional examinations will be received by Fire Chief or his secretary, and date and time stamped, no later than 5PM on the last Friday of September of that year. All promotional examinations will be held on the first Saturday of November of that year. For the purpose of this section, and clarification as to when the next promotional test should be posted, it is understood by both parties that the next promotional examination shall be posted on the last Friday of August 2011 and each odd numbered year thereafter. Support Division promotion/transfers shall follow a similar posting, application, and examination date format and shall be mutually agreed upon. At no time shall a Support Division examination be held less than thirty (30) days from the date of any Officers' examination. Any and all current or established promotional /eligibility lists shall remain in effect until a new list is

established. Upon a newly established list, any and all previously established lists shall be of no effect and will become null and void.

B. STUDY MATERIALS

One copy of all source materials shall be provided for the in-station use of employees preparing to take such examinations. Promotional testing material shall consist of the present labor Agreement, Current General Orders and SOP's, the most current RI EMS Protocols, and one Fire Service related book that will be mutually selected by the Fire Chief of the department and the Union.

C. WRITTEN EXAMINATION – WORTH UP FIFTY (50) POINTS

The written examination shall be prepared by a nationally certified testing company. All questions shall be derived from the study material listed above. The examination shall be kept in the original shipping package and shall not be opened until the examination is ready to be administered. The examination material shall be opened in the presence of a Union representative. The written portion of the promotional examination shall consist of 100 multiple-choice and/or True/False style questions. No essay-type or fill-in-the-blank questions will be used for the examination. No trick questions shall be used; the questions shall be clear, concise, and direct. Each question shall be worth one (1) point. The written portion shall be corrected using an annotated answer key provided by the testing company, and shall be corrected by the Fire Chief, or his designee, in the presence of the candidate and a representative of the Union immediately after the completion of the examination. The candidate's score shall be made immediately available to the individual candidate. Upon written request of the Union, the District shall provide a complete review of the test. Said review shall be held within forty-eight (48) hours from the date of the written request. During such review, any candidate shall have the opportunity to challenge the validity and accuracy of any question. If during said review, the Union believes that the answer or question was erroneous, inaccurate, worded unclearly or that the final answer after the review was accurate or correct, and the Fire Chief or his designee concur, then the question and answer shall be

struck from the examination and the examination score recalculated based upon the remaining answers. The final calculation of the written examination shall be determined by dividing the total number of correct answers by two, (i.e. if Candidate answers seventy-five questions correctly, then his total points earned for the written portion of the examination would be $75/2 = 37.5$ points).

D. SENIORITY POINTS - MAXIMUM OF THIRTY (30) POINTS

All employees taking the promotional examinations for any promotion shall receive Seniority Points. Seniority points shall be awarded based on departmental seniority with one point being awarded for every full year of service. No partial seniority points shall be awarded. The date of written examination shall be the last date for accrual of seniority points. (i.e. Candidate "A" hire date was September 15th 2000, Candidate "B" hire date was December 15th 2000, the examination is November 1, 2010, Candidate A has completed 10 full years of service, Candidate B has completed 9 full years of service, therefore Candidate A receives 10 points and Candidate B receives 9 points.)

E. ORAL EXAMINATION. MAXIMUM OF TEN (10) POINTS

There shall be an oral examination conducted by of three full-time officers holding the rank of Captain or above, and shall be from full-time, career departments outside of the Town of Coventry. The Fire Chief and the Union shall each select one (1) examiner, and those two examiners shall mutually pick a third examiner. The three examiners and the candidate shall be the only persons allowed in the examination room during the oral examination. Upon the completion of the oral examination, the candidate shall be given his/her score in writing, to include all calculations that resulted in the final score. The final calculations will be tabulated in the presence of one (1) District and one (1) Union observer. The oral examination shall be held any sooner neither than fourteen (14) days nor later than thirty (30) days from the date of the written examination.

F. EDUCATIONAL POINTS- TWENTY (20) POINT MAXIMUM

- 1) Educational points shall be awarded to each employee based on the following schedule up to a twenty (20) point maximum:
 - Five (5) Points for an Associate degree.
 - Ten (10) points for a Bachelor's degree
 - Two (2) Points for "Pro-Board" certified course of over forty (40) hours.
 - One (1) point for each fire/EMS service training certificate.
- 2) All candidates must show proof of their successful completion of all academic degrees, Pro-Board certified courses and EMS service training courses by certificate or transcript from a school satisfactory to the District in order to receive Educational Points for them. All such proof submitted to the Fire Chief prior to the start of the written examination. All calculations of Educational Points shall be verified and certified by the Fire Chief and the Union.

12. QUALIFICATIONS FOR LIEUTENANT, CAPTAIN, AND BATTALION CHIEF

- A. To be eligible for promotion to the ranks of Lieutenant, Captain or Battalion Chief, in addition to any other license and certification required herein, the employee must hold Certification as NFPA Fire Fighter Level 1 & 2 (1001) and have a valid Rhode Island EMT-C License by the date of posting of application.
- B. No employee shall be eligible to take the examination for promotion to Lieutenant until such employee has five (5) years of departmental seniority by the date of the written examination for such promotion.
- C. No employee shall be eligible to take the examination for promotion to Captain until such employee has served five (5) years as a Lieutenant by the date of the written examination for such promotion.
- D. No employee shall be eligible for promotion to Battalion Chief until such employee

has served two (2) years as a Captain by the date of the written examination for such promotion.

- E. For the purpose of this Section, all seniority and time served shall be computed up to and including the date of the written examination.
- F. If no eligible employee meets the qualifications as set forth herein, the vacant or newly established position will be subject to ARTICLE II, Section 3 captioned TEMPORARY SERVICE OUT-OF-RANK, and the District will forgo any testing for promotion to or assignment to said position until the next testing year as described herein.

13. QUALIFICATIONS FOR FIRE MARSHAL

- A. To be eligible for promotion to the rank Fire Marshal, in addition to any other license and certification required herein, the employee must hold an Assistant Deputy State Fire Marshal Certification or its equivalent at time of bid. Should the employee who bids to a Fire Marshal position not have this certification, then he/she shall be required to attend the first available class offered by the State of R.I. and shall obtain such certification upon completion of the class. The District shall pay for the costs of the class. The employee will only be allowed one (1) attempt to receive such certification.
- B. The Fire Marshal(s) shall maintain the Assistant Deputy State Fire Marshal Certification as a condition of holding the Fire Marshal position. The District shall be required to pay for the cost of any re-certification or the employee's education to meet new certification requirements required by law. The district shall pay all costs associated with training and re-certification, to include training pay if said training is not conducted during regular scheduled working hours.
- C. Employees must have five (5) years of continuous service with the Coventry Fire District by the closing date of application for the examination to take the Fire Marshal examination and/or be placed on the Fire Marshal eligibility list.

- D. Employees must pass a Fire Marshal Examination administered by the District. The examination will be a pass/fail examination consisting of only true and false and/or multiple choice style questions taken from one book of the Fire Chief's choice. Such book shall be of general knowledge related to the position of Fire Marshal and shall not include any Fire Code related questions. Examination materials and examination date shall be posted sixty (60) working days prior to the date of the examination. A score of seventy (70%) percent correct or higher shall be passing. The examination score is only used to determine a pass or fail status and shall not have any bearing on eligibility.

- E. Employees must hold the rank of Lieutenant or higher or, be qualified to be placed on the Lieutenant's Promotional List.

- F. Employees must hold an EMT Basic License and maintain such license while occupying the position of Fire Marshal. The District shall pay all costs associated with the Fire Marshal's re-certification of such license, to include training pay if said training is not conducted during regular scheduled working hours.

- G. Candidates shall not be required to have Arson Investigation Training at the time of the bid, however, if candidate does not have said training, then he/she shall be required to obtain such training and acquire credentials forthwith. Only one (1) opportunity shall be provided. Arson Investigation Training must be successfully completed after the employee has successfully obtained an Assistant Deputy State Fire Marshal Certification. At no time, shall a Fire Marshal be required to attend both classes/trainings simultaneously. The District shall pay all costs associated with training and re-certification, to include training pay if said training is not conducted during regular scheduled working hours. The employee will be allowed one (1) attempt to receive such credentials.

14. ELIGIBILITIES & RESTRICTIONS AS FIRE MARSHAL(S)

- A. The Fire Marshal(s) shall be eligible to remain on the Promotional Lists if he/she was on such List at the time of the bid and shall be eligible to bid on such promotions if offered.
- B. The Fire Marshal(s) shall be eligible to take promotional examinations for that rank which is one grade higher than the rank that he/she held at the time he/she bid to a Fire Marshal position, provided that he/she meets all contractual requirements for such rank.
- C. The Fire Marshal(s) shall be ineligible to work regular or overtime shifts within the platoon system and/or detail assignments that are normally and regularly offered to the employees within the platoon system. This does not preclude the Fire Marshal from being compensated for overtime hours worked when responding back to emergency incidents, training, re-certification, or special details while he/she is normally scheduled to be off duty, or when he/she is requested to be held over his normal working hours by the Fire Chief or his designee when needed to perform the duties of Fire Marshal.

15. QUALIFICATIONS TO BID TO BATTALION CHIEF

To be eligible to bid for promotion to Battalion Chief, the employee must have (in addition to other qualifications required herein) the following qualifications:

- A. Two (2) consecutive years holding the rank of Captain.
- B. Successful completion of the following accredited courses or other equivalents:
 - 1. Firefighting Tactics and Strategy
 - 2. Officer Leadership
 - 3. Municipal Fire Administration
 - 4. Fire Hydraulics and Equipment
 - 5. An Associate Degree or higher in Fire Science
- C. The course may be taken by attending the program or completing the program through the Internet. In either case, the course taken must be accredited through a

recognized institution. Any dispute or question as to whether a course or class qualifies as a class as described in b. the President of the Union and the Fire Chief decides unanimously.

- D. Must hold and maintain an active EMT Cardiac License.
- E. Proof of education requirements herein shall be submitted to the Fire Chief no less than seventy-two (72) hours prior to a bid session and the Fire Chief shall have approved of the courses in writing no later than twenty-four (24) hours prior to a bid session. Any contention to the approval decision of the Fire Chief will be mutually reviewed by the Union President and the Fire Chief prior to the bid session.

16. FILLING A BATTALION VACANCY

- A. When a vacancy occurs, the position will be offered to the most senior eligible employee as described above.
- B. If the most senior eligible employee declines to bid to the vacant Battalion position, it shall be offered first to the next most senior eligible person then to all other eligible employees in order of seniority until an eligible employee accepts the position.
- C. If no eligible employee accepts the vacant Battalion position, the most junior employee shall be ordered to the vacant position until such time as either a more junior employee becomes eligible or a more senior eligible person bids to the position during a bid session.
- D. If there isn't any eligible employee to fill the vacancy, then the position may go to bid to be filled by any Captain (as a temporary assignment) until such time as an eligible employee meets the qualifications to bid the position permanently. If no Captain bids the temporary assignment, then the most junior Captain shall be ordered to that position until such time another employee becomes eligible to be ordered in to the position or meets the requirements to bid the position permanently.

17. TESTING AND SCORING PROCEDURES: ALL EXAMINATIONS

- A. All promotional testing shall be conducted by a nationally recognized outside testing agency/organization mutually selected by the District and the Union, unless otherwise provided herein.

- B. The District shall provide the testing agency with a copy of all study material as outlined above and the test shall be developed based on an equal number of questions for each section of study material. (i.e. if there are five pieces of study material, then 20% of the questions would be drawn from each piece of study material).

- C. The candidate's final score shall be calculated by adding the employees' points earned for the written examination, seniority, education, and oral examination. A minimum overall score of sixty (60) is needed to be placed on the promotional list. The employee who is awarded the highest overall score will receive the promotion. The remaining candidates will rank on a Promotional List according to their overall score. In the case of a tie score, departmental seniority will be the deciding factor.

- D. All promotions to vacancies shall be made pursuant to the time schedule as specified in Article II, Section 2 of this Agreement, captioned "Bid".

18. WORK RELIEF

The District shall provide work relief for members who are on duty in order to allow them to take the Promotional Examination without requiring that they make up the time. In the event an employee taking the Promotional Examination reduces the workforce below minimum staffing levels, the Fire Chief shall order off-duty employees to fill in for those employees taking the examination in accordance with this Agreement. This shall be the only instance where the minimum number of Officers on duty may be temporarily reduced.

19. HOURS

- A. Captains, Lieutenants, and Fire Fighter/EMT personnel shall work a four (4)

platoon rotating shift schedule. This rotating shift schedule is based upon an average forty-two (42) hour work week over an eight (8) week cycle. The regular work schedule for members of the Fire Fighting Division and Rescue Units shall be an average work week of forty-two (42) hours with the regular hourly rate of pay for such employees to be one forty-second (1/42nd) of the employee's regular weekly salary. The schedule for such a work week will be a four (4) platoon system, working one twenty-four (24) hour shift commencing at seven (7) A.M. and ending at seven (7) A.M. the following calendar day, followed by a consecutive twenty-four (24) hour period off-duty, followed by a consecutive twenty-four (24) hour shift commencing at seven (7) A.M. and ending at seven (7) A.M. the following calendar day, followed by five (5) consecutive twenty- four hour periods off.

The parties agree that the Union may establish a different variation of the twenty-four (24) hour shift schedule than what is outlined herein. Provided, however, that any such Union schedule shall maintain an average forty-two (42) hour work week over an eight (8) week cycle. No overtime shall be paid by the District as a result of such Union work schedule. Any change shall be submitted by the Union to the Fire Chief and the District, in writing, thirty (30) days prior to the implementation of any Union work schedule.

- B. The Fire Marshal shall be assigned to a forty (40) hour work week, working four (4), ten (10) hour days each week. The work week will be set as Monday through Thursday, seven (7) A.M. to five (5) P.M.
- C. During their initial training, all new hires, will work a five (5) day schedule from Monday to Friday consisting of forty (40) hours per week with holidays off, until such time as their initial training period is complete and the Fire Chief determines they may be transferred to one of the platoons.
- D. The District may establish a day position to facilitate the training of new employees, conduct trainings for all employees, or to assist the Fire Chief as

needed. Any such position shall be filled based on seniority and subject to the eligibility requirements set forth herein and agreed to by the Fire Chief and the Union. The employee holding this position will work a five (5) day schedule from Monday to Friday consisting of forty (40) hours per week with holidays off. All vacancies created within the platoon system by such a position shall be filled with overtime Fire Fighters.

20. SUBSTITUTIONS

Any member substituting for another employee shall not be considered on call back time or overtime, and they shall not be compensated therefore. No approval is required for substitutions, but the employee must fill out the appropriate form prior to the start of the shift in which there will be a substitution. No form is required for substitutions less than a full shift. Any employee, while substituting for another employee shall be considered to be on duty, in the employment of the District, subject to the same rights, benefits, privileges, and other aspects of this Agreement, as well as any statutes relating to employment, as he/she would if he/she were on duty working his normally assigned shift. Support personnel such as the Fire Marshal or Training Officer may not substitute for an employee working within the platoon system.

21. FLAME AND FIRE RETARDANT UNIFORMS

- A. Firefighters are required to purchase flame and/or fire retardant uniforms and all firefighters will comply with the dress code as issued by a committee designated by the Fire Chief and the Union. This dress code shall be designed for safety of all personnel for uniformity of appearance, and for easy identification of District personnel by the public. Each employee shall be responsible to wear presentable uniforms while on-duty for the District. Worn or faded clothing; torn clothing; stained shirts, pants, hats, jackets, etc. are unacceptable and must be replaced with presentable uniform apparel by the employee.

- B. A newly hired fire fighter/EMT will receive a full year's clothing allowance of One Thousand Five Hundred (\$1500.00) Dollars immediately upon appointment and

- shall use that money to purchase Class A & B clothing and incidental supplies; however, should the fire fighter/EMT fail to complete his/her probationary period for any reason, he/she shall pay back a pro-rated share of the allowance. All uniforms shall conform to the Class which the most recent version of NFPA recommendations.
- C. The District shall initially provide to all newly appointed employees assigned to the four-platoon system, two (2) badges consisting of one (1) small shirt badge, one (1) larger coat badge and all appropriate uniform patches and collar insignias.
 - D. In the event that an employee is promoted or permanently assigned to a different position which requires additional uniform items. The District shall either provide or pay for such additional uniform items.
 - E. The District agrees to furnish the above-mentioned uniform clothing and accessories as soon as practicable when such clothing is destroyed or mutilated in the line of duty and is unrepairable or unusable.
 - F. All employees assigned to the four (4) platoon system, the Fire Marshal position or the Special Services/Support Division shall be paid a clothing maintenance allowance of One Thousand Three Hundred Fifty and NO/100(\$1,-350.00) Dollars per year, to be paid in two (2) equal installments of \$675 each on June 1st and December 1st of each year.
 - G. For each (6)-month period that an employee is out of work, he/she will forfeit one (1) \$675.00 semi-annual clothing maintenance allowance installment payment.
 - H. All members of the bargaining unit shall be required to have a department prescribed Class A Dress Uniform. Each employee shall maintain such Class A uniform in serviceable condition and shall present such uniform to the District for inspection purposes when requested annually. The district agrees to purchase and

furnish all employees hired before January 1, 2011 a complete Class A dress uniform with all appropriate badges, hardware, shoes, belts etc., unless the District did so prior to the term hereof.

- I. The Fire Chief can require an employee to wear a Class A Dress Uniform for indoor details based on the type of detail. For fire watches (indoor and outdoor), and all outside details, the prescribed uniform shall be the Department's station uniform.
- J. The District will pay the Union, tax free, at least seven (7) days prior to December 1st, and June 1st, the monies allotted for clothing allowance and the Union will disburse the allowances to the employees. Under no circumstances will this clothing allowance be paid directly to any employee by the District, nor will the employee use the clothing allowance for any purpose other than purchasing required uniforms, equipment or maintaining them.

22. PROTECTIVE EQUIPMENT

- A. The District agrees to provide and maintain to its employees a set of NFPA approved protective turnout gear and any other protective equipment needed to safely perform the employee's duties. Protective equipment shall include, but not be limited to: Nomex Hood, Turnout Coat, Bunker Pants, Bunker Boots, Suspenders, Helmet, Gloves, and an SCBA mask.
- B. All new employees shall be issued brand new protective clothing specifically ordered and fitted for that employee. Protective clothing for new employees shall be ordered at least fourteen (14) days prior to the employee being placed in the platoon system. Recycling or re-issuing of protective clothing as is disallowed. Any uniform, clothing or protective equipment listed in this section and Article II, Section 11, issued by the District to a bargaining unit employee, which is damaged or destroyed beyond repair shall be replaced by the District and the replacement shall be ordered within fourteen (14) days of date of damage or notice of damage whichever is the latter.

- C. The District shall maintain a log or record of all protective clothing which it provides to newly hired firefighter candidates and the cost of each. In the event that an employee shall voluntarily terminate his employment with the District, for any reason whatsoever, then he shall be obliged to reimburse the District for the cost of such protective clothing as provided hereafter. The District may require that any candidate for employment by it agree to do so, as a condition of employment and such agreement shall be in the nature of a judgment. The District may require such candidates to execute and deliver any and all documents evidence their obligation hereunder to the District, as it may seem appropriate and proper to the District.
1. Employees who voluntarily terminate their employment with the District on or before the first anniversary of their employment by the District shall reimburse the District an amount equal to one hundred (100%) of the cost of such protective clothing;
 2. Employees who voluntarily terminate their employment with the District on or before the second anniversary of their employment by the District shall reimburse the District an amount equal to seventy-five (75%) of the cost of such protective clothing;
 3. Employees who voluntarily terminate their employment with the District on or before the third anniversary of their employment by the District shall reimburse the District an amount equal to fifty (50%) of the cost of such protective clothing and
 4. Employees who voluntarily terminate their employment with the District on or before the fourth anniversary of their employment by the District shall reimburse the District an amount equal to twenty-five (25%) of the cost of such protective clothing.
- D. Upon retirement, the employee may keep all badges, collar pins, helmets, shields and/any and all issued equipment, with the exception of portable radios and SCBA masks.

23. DEFERRED COMPENSATIONS PLAN & OTHER INVESTMENT PLANS

The Fire District will provide payroll deduction for a Deferred Compensation Plan. The district will provide payroll deduction for other employee funded investment plans of the employees' choice providing the district is able to facilitate the transfers. Union 3372 will work out the mechanics and choice of plans offered.

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ARTICLE III

COMPENSATION

1. SALARIES

A. The following bi-weekly salary scale will be in effect for the full-time personnel of the Fire District.

BI-WEEKLY PAY	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>
Division Chief	\$2,502.82	\$2,565.39	\$2,629.52
Battalion Chief	\$2,502.82	\$2,565.39	\$2,629.52
Captain	\$2,450.29	\$2,511.54	\$2,574.33
Lieutenant	\$2,384.16	\$2,443.77	\$2,504.86
Firefighter/EMT (over 24 months)	\$1,978.62	\$2,028.09	\$2,078.79
Firefighter/EMT (over 12 months)	\$1,802.96	\$1,848.04	\$1,894.24
Firefighter/EMT (new hire)	\$1,627.29	\$1,667.97	\$1,709.67

ANNUAL PAY	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>
Division Chief	\$65,073.26	\$66,700.09	\$68,367.59
Battalion Chief	\$65,073.26	\$66,700.09	\$68,367.59
Captain	\$63,707.48	\$65,300.16	\$66,932.67
Lieutenant	\$61,988.20	\$63,537.91	\$65,126.35
Firefighter/EMT (over 24 months)	\$51,444.11	\$52,730.22	\$54,048.47
Firefighter/EMT (over 12 months)	\$46,877.05	\$48,048.98	\$49,250.20
Firefighter/EMT (new hire)	\$42,309.45	\$43,367.19	\$44,451.37

All employees holding Rhode Island certification as an EMT Cardiac Technician or greater shall receive Incentive Pay. Incentive Pay shall be added to the employee's bi-weekly salary and shall be considered in all respects for the purpose of calculating pensions.

Schedule: EMT-C \$80.00 bi-weekly

B. The District shall offer direct deposit of wages to all employees without cost to the employee. The District shall withdraw any and all voluntary deductions that the employee may request providing the District is able to facilitate the transfers. Any deductions shall be disbursed in accordance to the employee's written request or as

required by law.

- C. Support Division positions of Training Officer and Emergency Medical Services Coordinator (EMSC) shall receive the salary of one pay grade above what they were prior to accepting the transfer, if said positions are considered fulltime.
- D. Members who are working as EMSC, Training Officer or the like shall not be considered to hold the rank appropriate to their compensation shall be addressed by that rank, use the title of that rank, or wear any insignia, badges, pins, etc., appropriate to that rank. They will be recognized as holding the higher rank for compensation.
- E. The regular hourly rate of pay for all full-time employees who work a rotating schedule shall be equal to one forty-second (1/42nd) of his/her regular weekly pay.

2. PAID HOLIDAYS

- A. Legal holidays as defined by this Agreement will be:

New Year's Day	Labor Day
President's Day	Columbus Day
Martin Luther King Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Victory Day	

- B. All full-time employees will receive twelve (12) hours of pay at their regular hourly rate for all legal holidays. This holiday pay is in addition to the normal weekly pay and is payable to the employee whether the employee is on duty or not when the holiday falls.
- C. Probationary employees working the five (5) days schedule will have legal holidays off with pay. If a legal holiday falls on a Saturday or Sunday the employee will

receive eight (8) hours of pay at his/her regular hourly rate of pay.

- D. Support Division Positions (other than dispatchers) will receive the holiday off with pay in addition to the holiday pay as outlined above. Support Division Personnel shall take off the Monday next following the holiday if the holiday falls on a scheduled day off.
- E. As part of a previously concessionary bargaining agreement, the District did not fully compensate the bargaining unit members for the 2012, 2013, 2014, & 2015 calendar year holidays as outlined in that year's effective CBA. In lieu of the holiday payments due for 2012-2015, the District agree to pay each employee the deferred holiday pay currently owed to them on or before December 31, 2021 in one of the following manners, at the employee's election:
1. In one lump sum payment to be paid on or before January 1, 2019, or
 2. In three equal payments to be paid on or before January 1, 2019, January 1, 2020 and January 1, 2021 or
 3. In one lump sum payment to be paid on or before January 1, 2019 net of medical deductible increase (meaning that the District will pay the increase in the employee's applicable medical plan deductible, as appropriate over a three (3) year period, and will pay the balance of the holiday pay to the employee).

3. OVERTIME

A. DEFINITION:

Overtime for employees who work a rotating shift schedule shall be defined as time worked in excess of and continuous to a twenty four (24) hour shift, or any time that the employee works in excess of his/her normally scheduled hours, or any time an employee works in excess of forty eight (48) hours over a continuous eight (8) day time period. Overtime for employees that do not work on the rotating platoon schedule shall be defined as any time worked in excess of forty (40) hours per pay period. Overtime will be available only by authorization of the Fire Chief or the Officer-In-Charge of the shift, or the person in charge of that division. Overtime

pay shall be given in half-hour increments, at a minimum of four (4) hour shifts and shall be at a rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.

B. HELD OVER

An alarm, which is received prior to the end of a shift, shall be the responsibility of and shall be completed by, the shift that is on duty when the alarm is received unless 1) said officer in charge excuses that shift or 2) the oncoming shift is available to handle the incident or 3) an employee substitution has been arranged. When the shift on duty at the time the alarm is received goes over its normal scheduled working hours, it will be considered as "held over", and employees on said shift shall receive overtime pay. Any overtime accrued while being held over will not affect the employee's position on any rotating overtime list and will be paid out in half-hour increments at a rate of one and one half times (1-1/2) the employee's regular rate of pay.

C. COLLATERAL PAY IN LIEU OF OVERTIME:

1. Any employee, who attends a training session or seminar with the prior approval of the Fire Chief, while off duty, shall be compensated with collateral duty pay (employee's regular hourly rate) for total hours at the training.
2. Employees that are certified as a NFPA 1041 Instructor or a RI EMS Coordinator, who teach or instruct for the District during their regularly scheduled days off, shall be paid with collateral pay.
3. The Fire Chief may also offer employees collateral pay for performing services to the District that the employee may not normally perform, such as facility upgrades, painting, carpentry work, data collection and entry, and the like. Under no circumstance shall an employee be ordered or forced to perform the above services for the District.
4. The above services shall be the only instance in which an employee shall be compensated with collateral pay in lieu of overtime.

5. If an employee is offered collateral duty, he/she is still eligible for regular overtime and may choose to accept an overtime shift if one is offered to him/her, by doing so, it is understood that the employee is turning back the collateral duty assignment for an overtime shift. An employee shall be allowed one "bye" if the employee is offered overtime while already scheduled for a collateral duty. Such bye shall be noted on a "collateral duty bye log" held with the collateral duty list.

D. PROCEDURES FOR FILLING OVERTIME FOR THE PLATOON SYSTEM

1. Overtime shall be assigned based on an employee's seniority. The Fire Chief shall keep an overtime list, through the Officer in Charge of the shift. The overtime will offer the same number of overtime shifts to all employees, regardless of platoon assignment. The Union and the Fire Chief will design the mechanics of this list.
2. If an employee is offered overtime and refuses to accept the overtime, then he shall receive a refusal. Members on vacation shall not be eligible for overtime on the day or days for which they are scheduled to be on vacation from their regular shift and shall receive a bye. The Days between regular shifts are not considered as being vacation and an employee who is otherwise on vacation will not be disqualified from accepting overtime during a day between his/her regularly scheduled shift and shall be offered overtime and marked either as a refusal or an acceptance. Any employee who is attending a District required training or school etc. (regardless if the District is paying for the course or training) will not lose his position on the overtime list, should his name come up and shall receive a bye. Members on Leave of Absence, Injured on Duty Status, or Military Leave for a period in excess of eighty- four (84) hours shall not receive any byes. Members on Sick Leave shall receive no more than two (2) byes during each leave. If an employee called for overtime but cannot be contacted, he shall be rotated to the bottom of the overtime list and the Fire Chief, or his designee, shall attempt to contact the next firefighter in seniority on the overtime list. All employees will be called at a telephone number of

their designation. If contact cannot be made by phone, then the employees will be called at a second telephone number of his designation. If he cannot be reached at the second telephone number, then a message shall be left and the employee will be given ten (10) minutes to return the call to the station. The ten minutes waiting period shall be waived in cases of emergency, or if the overtime that is to be filled is within two (2) hours of the start of the shift.

3. Notwithstanding the foregoing, the Fire Chief may order any employee into work when an emergency exists in his sole judgment or the Fire Chief determines, in his sole judgment that it is necessary to have additional employees on duty.
4. Not more than one probationary firefighter shall be able to work any shift at the same fire station, unless authorized by the Fire Chief. When a probationary firefighter is scheduled to work a shift and the next available firefighter for overtime is on probation, then he probationary firefighter will not be offered that overtime. The next eligible non-probationary firefighter will be offered the overtime shift.
5. The District agrees to use the following lists to hire employees for overtime and collateral duty.
 - a. FULL LIST- This list shall be utilized for an overtime shift of eight (8) hours or more.
 - b. PARTIAL LIST - This list shall be utilized for overtime shifts of less than eight (8) hours.
 - c. DETAIL LIST- This list is to be used to fill all Civic and Non-Civic Details.
 - d. COLLATERAL LIST- This list is to be used to fill all collateral duty assignments.
6. The District agrees to maintain, through the Fire Chief or his designee, an Ordered Back List that should start with the member having least seniority ordered in first.
7. It is further agreed upon that the Fire Chief and the Union may work out the mechanics of the above lists and shall establish such policies or issue such General Orders as may be appropriate to effectuate such mechanics as long as

said policy or General Order does not conflict with the above. Additional lists may be established if needed, at the request of the Union.

8. All scheduled overtime shifts shall be filled no sooner than fourteen (14) days prior to the date for which said shift is scheduled. The only exception, for the purpose of this section, would be prime shifts/weeks. Prime shifts/weeks are defined as the day/night and week of: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. Employees with less than ten (10) years of employment will not be allowed to take vacation or compensatory time on a prime holiday if it will result in another employee being ordered to work.
9. In the circumstance that an employee is required to be hired for overtime during a prime shift/week as defined within this Agreement, it is explicitly understood that no employee shall be said to be held for the entire twenty-four (24) hour period of the prime holiday. An employee may voluntarily choose to work the entire twenty four hour (24) shift, but he/she may not be ordered to do so.

E. PROCEDURES FOR FILLING OVERTIME FOR THE FIRE MARSHAL DIVISION

All vacancies or absences created within the Fire Marshal office by sickness, vacation, or personal leave shall be filled only by Union employees who hold an Assistant Deputy State Fire Marshal certification, and the shift shall be filled in accordance with the current overtime policy. Overtime within the Fire Marshal Division shall be filled on an as needed basis, determined by that day's scheduled workload. The initials (AFM) shall be placed next to the names of all eligible employees names on the overtime list. Only those persons shall be eligible for overtime within the Fire Marshal Division. Such certification must be produced to the Fire Chief annually in order for any employee to be eligible to be on the Fire Marshal Overtime List. Any employee that holds such certification shall also be subject to being ordered in to fill the Fire Marshal vacancy, in order of reverse seniority (the most junior employee first) if the vacancy cannot be filled voluntarily. The Fire Marshal shall not be counted in determining the maximum number of employees that are allowed time off.

If the Fire Marshal uses unscheduled leave (such as sick leave, comp time or personal leave), he shall make notification to the Officer-In-Charge of the platoon at the time that he is reporting out on leave. The Officer-In-Charge of the platoon will be responsible for filling the shift and updating the employees;' leave usage log. The Officer-In-Charge shall notify the Fire Chief or the Assistant Fire Chief prior to filling the unscheduled leave.

F. CALLBACK

1. Employees of the District, who are requested to respond to an off duty call, and do so, shall be paid at the rate of time and one-half (1-1/2) for all hours worked in response to that call, with a four (4) hour minimum. Permanent employees will be offered callbacks to work an eight (8), ten (10), twelve (12), or fourteen (14) hours or any other position on a shift. Callback will be offered using the Overtime List already in place. When any shift or portion of a shift cannot be filled using the seniority list, then the ordering in policy will be used.
2. In all cases where employees of other fire departments outside of the town of Coventry have been called into the District pursuant to Mutual Aid Agreement, the Fire District will call back sufficient off-duty District employees to assist such mutual aid fire fighters after one (1) hour.

G. DETAILS, CIVIC AND NON-CIVIC

1. Whenever an employee is assigned to a detail of a non-civic nature or where the duties of a Firefighter/EMT may be required by law or at the discretion of the District, the detail shall be paid for by the individual, corporation or organization for which said member is working. Members so detailed shall be compensated for a minimum of four (4) hours at the rate of pay at which Coventry Police details are then paid but , in any event, not less than forty dollars (\$40.00) per hour.
2. Any such non-civic detail occurring on Christmas Eve, New Year's Eve or any of the holidays listed in Article III, Section 2, shall be paid for at the rate of double the aforementioned time for a minimum of four (4) hours.

3. Details shall be offered by seniority to all eligible employees covered under this Agreement, with the exception of the Fire Marshal. If a vacancy remains, after a detail has been offered to all employees, then the Fire Chief may order the most junior firefighter to work the detail. A Detail List (similar to that of the Overtime List) shall be maintained at all times by the Fire Chief through his/her chain of command. Said list shall offer details and order backs equally to all eligible employees following the same procedures as contained elsewhere herein.
4. Whenever a District employee who has been assigned to a private or special detail is injured or contracts an illness in the course of such detail, he shall be considered to have been Injured On Duty and compensated by the District for all medical and hospital expenses, etc. and the regular rate of pay is to be continued during the period of incapacity as provided by Section 45-19-1 of the General Laws of R.I. 1956, as amended. Should the employee become permanently disabled due to the injury, accident or illness, than the employee will be entitled to disability benefits and pension available to him pursuant to this this Agreement and as set forth in RIGL 45-19-1 or 45-19-1., 1956, as amended.
5. In the event any employee covered by this Agreement is sued in any civil proceeding as a result of any action or omissions performed or not performed, by said employee in the performance of their duties on a private or special detail, the District agrees to provide the employee with all necessary legal assistance and further agrees to pay any judgment rendered against said employee in any such proceedings.
6. If any apparatus or equipment is needed on a detail, it will require the hiring of two (2) employees to operate each piece of apparatus or equipment.

H. COURT ATTENDANCE

1. Any employee who is required to appear in Court during off duty hours for any reason, either as a witness, respondent, or defendant, for the purposes related to his/her duties as a Fire Fighter/EMT of the District shall be paid for the hours

worked at the employee's regular hourly rate of pay. Notwithstanding the foregoing, no employee shall be paid for a Court appearance with regard to a matter in which the employee is a defendant or respondent for a matter that does not pertain to the employee's duties, obligations, or responsibilities to the District.

2. The following expenses which may be incurred by an employee during a Court appearance, while either on or off duty, shall be reimbursed by the District upon submission of reasonable and appropriate receipts for such expenses to the Fire Chief.
 - a. Meals;
 - b. Vehicle parking;
 - c. Lodging if not paid by the Court;
 - d. Mileage reimbursement will also be paid if the employee is required to use his/her own personal vehicle. Reimbursement for mileage will be at the rate of Twenty-Five (\$.25) Cents per mile as measured from the District headquarters of the District.

Any monies, including witness fees, paid to the fire fighter by a third party shall be paid over to the District.

I. LONGEVITY BONUS

1. A longevity bonus shall be paid to all full-time employees that have five (5) years or more of continuous service with the District. All eligible employees will receive a longevity bonus for continuous years completed as of December 31st.
2. Longevity bonus shall be paid in full on the pay period following the employee's anniversary date. The employee should submit a request form at least two (2) weeks prior to his/her anniversary date to assure timely compensation. The longevity bonus will be paid according to the following schedule:

Service Years	Amount
5-9 Years	\$4,300.00
10-14 Years	\$5,300.00
15+ Years	\$6,300.00

3. The appropriate pension contribution shall be deducted from any payments. Longevity payments shall be paid separately and not included in a weekly/bi-weekly salary check.

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ARTICLE IV

LEAVE

i. SICK LEAVE

A. GENERAL:

1. Any employee who is unable to appear for work for any reason shall contact the duty officer at least two (2) hours prior to the start of the shift to advise that he is unable to appear for work and the nature of his illness. Employees should give as much notice as possible to allow the District to obtain a replacement. Failure to comply with this provision may result in disciplinary action. The Fire Chief or his/her designee may require a physician's certificate, or other satisfactory evidence, to support of any request for sick leave after forty eight (48) hours of continued absence. Unused sick leave shall roll over and accumulate each year. Employees may draw from accumulated sick leave as needed throughout the duration of their employment by the District.
2. The District shall maintain an accurate and timely list of all sick leave accrued and used. This list shall be kept in the Officer in Charge's office and be available for review by each employee.
3. Any employee shall be able to transfer, exchange, loan or give accrued or unused sick leave to another employee upon submitting such paper work as the District may reasonable require.
4. Employees may borrow up to two hundred eighty eight (288) hours of sick leave against future accruals for good cause with the approval of the District. In the event that an employee terminates his employment for any reason, then he will pay any sick days owed by him to the District at the his then current rate of pay .

B. EMPLOYEES HIRED BEFORE DECEMBER 31, 2010

Each employee **hired before December 31, 2010** shall be credited sick leave on January 1st of each year (retroactively for the prior full year of employment) according to the following schedule.

132 hours per year

C. EMPLOYEES HIRED AFTER DECEMBER 31, 2010

Each new employee **hired after December 31st 2010**, first year sick leave shall be credited as follows:

- Hired before April 1st 132 hours
- Hired between April 1 and July 1st 90 hours
- Hired between July 1 and October 1st 60 hours
- Hired after October 1st 30 hours

This sick leave will be credited on the first day of the year next following the initial hiring and may be used during that calendar year. There will be no sick leave credited during the period from the date of hiring to the following January 1st.

D. CREDIT FOR SICK LEAVE UPON SEPARATION OF SERVICE

1. Upon separation of service, the District will pay the firefighter as follows:
 - a. An amount equal to fifty (50%) percent of the accumulated unused sick leave (but not more than eight hundred fifty (850) hours, for firefighters who were employed by the District on or before January 1, 2019 or
 - b. An amount equal to fifty (50%) percent of the accumulated unused sick leave (but not more than six hundred (600) hours, for firefighters who were employed by the District after January 1, 2019

The value of the accumulated unused sick leave shall be determined by multiplying the employee's most current rate of pay by the number of unused accumulated hours of sick leave. All accumulated shifts shall be considered as days and or nights equally divided. For the purpose of this section, any previously accumulated shift shall be worth twelve hours.

2. An employee may elect to have such unused accumulated sick leave paid out in one of the following methods:
 - a. Receive equal weekly or monthly checks over a twenty-four (24) month term for the total dollar amount.

- b. Deposited into the employee's PHEP account over a 24 month term. Equal installments shall be deposited no less than monthly, and shall be tax free pursuant to Income IRS Tax Code, rules and regulations.
- c. Deposited into the employee's Deferred Compensation account as pursuant to Income IRS Tax Code, rules and regulations.
- d. The total dollar value of unused sick time shall be used to continue paying the cost of the employee's medical coverage until such time as the employee no longer has any dollar value to provide for further coverage.

E. ACCUMULATED SICK LEAVE ON DEATH

In any case in which an employee covered by this Agreement dies with unused accumulated sick leave, the District shall, within six months, pay to the Executor or Administrator of the employee's estate, or to the employee's widow/widower (if there be no Executor or Administrator), or to the next-of-kin (if there be no widow/widower), a lump sum payment equal to the dollar value of all unused accumulated sick leave earned up to the date of the employee's death. Dollar value shall be determined by multiplying the employee's most recent daily rate of pay by the number of unused accumulated hours of sick leave. For the purpose of this section, any previously accumulated shift shall be worth twelve hours.

F. FAMILY ILLNESS LEAVE

Employees shall be allowed leave to attend a family member who is ill. This shall be charged to the employee's accumulated sick leave, and is limited to twelve (12) uses per calendar year. For the purpose of the section, "family member" shall mean the employee's parents or step-parents, step-children, spouse, domestic or life partner, and children. Any additional time required shall be charged to accumulated personal and vacation time.

G. DEATH IN THE FAMILY

- 1. In the case of a death of an employee's mother, father, step-parents, grandfather,

grandmother, mother-in-law, father-in-law, sister in-law, brother in-law, spouse, domestic or life partner, child, brother, sister, step-child, step-sibling or a dependent family member, or of the employee's wife/husband's immediate family as defined above, the employee shall be entitled to leave with pay from the time of notification of death, to and including the two (2) days following the burial of the deceased, except in cases where unusual travel distances exist, in which case such period shall be extended for three (3) days, and provided further, that in cases of Jewish employees, said leave shall be for the actual period of mourning observed, but not to exceed, seven (7) days from the day of burial, except in cases where unusual travel distances exist, in which case such period shall be extended for three (3) days.

2. In the case of a death of an employee's aunt or uncle, the employee shall be entitled to leave for family bereavement, which shall be limited to a maximum of one (1) calendar day of paid leave per occurrence.

H. PERSONAL DAYS

1. Effective January 1, 2019, all employees will be credited forty-eight (48) hours of personal leave each year. Personal leave will be credited as of January 1st, and must be used during that calendar year. Personal leave not used during a calendar year cannot be carried into the next year.
2. If an employee does not use any personal leave during a calendar year, he she shall be compensated for half (50%) of the unused leave. Unused leave shall be calculated at twelve (12) hours per personal day for employees working in the platoon system, and at ten (10) hours per personal day for employees working a forty hour work week.
3. For new employees, personal leave will be credited on January 1st following his/her hiring date.
4. Use of personal days shall be at the employee's discretion. However, personal days may not be used on a prime holiday unless pre-booked at least thirty (30) days in advance. Employees with less than ten (10) years of continuous service may not utilize a pre-booked personal day on a prime holiday if it will create an

- order-in. An employee out on personal time may not be ordered-in to work.
5. The District shall provide and maintain an accurate and up to date list of all personal leave accrued or used. This list shall be placed in the office of the Officer in Charge and made available for review by each employee.
 6. Any employee may transfer, exchange, loan or give accrued or unused personal leave to another employee upon submitting the appropriate paper work.

2. VACATION

A. GENERAL

- i. Vacation shall be credited on the first day of January each year according to the following schedule:

VACATION SCHEDULE

1-2 Years of continuous service	48 hours
2-3 Years of continuous service	96 hours
3-4 Years of continuous service	120 hours
4-10 Years of continuous service	168 hours
10-15 Years of continuous service	216 hours
15-20 Years of continuous service	264 hours
20 Years & over of continuous service	312 hours

- ii. Vacation Time must be utilized in blocks of 8, 10, 12, or 14 hour increments. Vacation time utilized during the hours of Seven Thirty o'clock (7:30) P.M. to Seven Thirty o'clock (7:30) A.M. must be utilized in no less than twelve (12) hour blocks. Vacation time for less than twelve (12) hours may be granted during that time provided no employee is "ordered".
- iii. For a new employee, vacation will be credited on the day after the employee's one (1) year anniversary. The employee will be credited at that time with twelve (12) hours of vacation for each seven and one-half (7-1/2) weeks left between the employee's anniversary date and January 1st. On January 1st of the upcoming year, the employee will be credited with vacation in accordance with the schedule above.
- iv. Two (2) weeks' notice may be required for a vacation of forty eight (48)

hours or more at one time.

- v. All employees shall select full cycle vacations by November 31 for the next calendar year according to Union policy. All remaining vacation time shall further be subject to Union policy, and must be scheduled by October 1 of each year. Any employee shall be allowed to change their vacation at any time, if it does not interfere with another employee's schedule vacation time. Any conflict shall be resolved, first, by seniority and, then, by Union policy. The District shall post an accurate and up to date seniority list prior to October 31.
- vi. Upon submitting in writing, employees may elect to bank up to forty eight (48) hours of vacation per year into the employees PHEP account. The District shall provide written confirmation of such request within fourteen days of the employee submittal.
- vii. Upon the execution of this Agreement, any Vacation time credited annually on January 1st must be used by the end of that year. Any accrued and/or unused vacation time not used within the calendar that it was accrued and/or issued will be paid out to the employee on the first pay period following the year that it was supposed to be used. The payout for shall be at seventy-five (75%).
- viii. Any unused vacation time credited prior to January 1, 2015, shall be “rolled over” to a “special use bank” that may be accessed by an employee no more than ninety-six (96) hours annually. However, under emergency use, employees shall have access to the “special use bank” in the instance of extenuating circumstances which would require the employee to be away from employment for an extended period of time and should the employee not have any other leave to access. A formal request shall be made to the Fire Chief for use of said days and no reasonable request to utilize the days shall be denied. Instances include but are not limited to family emergencies and/or personal illness or injuries. Upon separation of service, the employee shall be paid for one hundred (100%) percent of the unused vacation time. Said payment shall be made to the employee at the rate of pay then in effect

- upon retirement but not less than the rate in effect at the time of carry-over.
- ix. The District shall provide an accurate and up to date list of all vacation leave accrued, used, or banked. This list shall be placed in the office of the Officer in Charge and available for review by each employee.
 - x. Any employee shall be able to transfer, exchange, loan or give accrued or unused vacation leave to another employee upon submitting the appropriate paper work. This includes any time in a “special use bank”.
 - xi. No more than one (1) employee per platoon will be allowed off on vacation at any one time. Vacation request may be denied if another member is already scheduled to be off on compensatory time pursuant to all applicable time limits.

B. ACCUMULATED VACATION LEAVE UPON SEPARATION OF SERVICE

1. Pursuant to a concessionary bargaining agreement, whereas it was agreed upon that the district shall “Bank” all unused and accrued vacation time that an employee had accrued prior to the 2011-13 CBA to retirement. At which time the dollar value amount shall be based on the employees’ hourly rate at the time of retirement. Days and night shifts equally divided. For the purpose of that particular agreement, each “banked or deferred shift” shall be considered as eighteen (18) hours at time of pay out. Employees shall have access to “banked shifts” in the instance of extenuating circumstances that would require the employee to be away from employment for an extended period of time and should the employee have no other leave to access. A formal request shall be made to the Fire Chief for use of said days and no reasonable request to utilize the days shall be denied.
2. Upon separation of service, the employee may elect to have such unused accumulated vacation leave paid out in one of the following methods:
 - a. Receive equal weekly or monthly checks over a twenty-four (24) month term, for the total dollar amount of unused or accrued time.

- b. Deposited into the employee's PHEP account over a twenty-four (24) month term. Equal installments shall be deposited no less than monthly, and shall be tax free as pursuant to IRS tax codes.
- c. Deposited into the employee's Deferred Compensation account as pursuant to IRS tax codes within thirty (30) days of separation of service.
- d. The dollar value of all unused vacation time shall be used to continue paying the cost of the employee's medical coverage until such time as the employee no longer has any dollar value to provide for further coverage.
- e. The employee may be granted vacation leave with pay until such time the unused vacation leave is depleted.

C. TIME OFF FOR UNION BUSINESS

1. The President of Union 3372 and one (1) Executive Board member or delegate shall be allowed time off with pay, or the requirement to make up such time, to attend the following Union functions as follows:
 - ❖ Monthly meeting of the Rhode Island State Fire Fighters Association
 - ❖ Formal contract negotiations with the District.
 - ❖ Grievance, Arbitration, and/or discipline Hearings.
 - ❖ Meetings mutually set by the District/Fire Chief and the Union.
 - ❖ R.I. State Association of Firefighters Annual Convention.
 - ❖ R.I. State Association of Firefighters annual Health & Safety Seminar

2. The Union President shall be allowed time off from work with pay or the requirement to make up such time, to attend the following union functions as follows:
 - ❖ Executive Board meetings of the Union. Not to exceed one (1) meeting per month.

- ❖ Monthly meetings of the Union. Not to exceed one (1) meeting per month.
 - ❖ Executive Board Meetings of the R.I.S.A.F.F.
3. The District will be required to replace the aforementioned Union officials if necessary, to maintain minimum manning as set forth herein.
 4. If the Union President is not an employee of the District, then the above time off shall be extended to the Shop Steward or the Union designee employed by the District and as authorized by the Union President.

D. EDUCATIONAL LEAVE & OUTSIDE TRAINING APPROVAL

1. Employees may be granted leave with pay for educational purposes to attend trainings held outside of the district, such as but not limited to, conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain or upgrade the employee's certifications, skill and professional ability as a Fire Fighter/EMT. The decision to approve leave with pay for the foregoing is subject to the discretion of the Fire Chief or the District.
2. Employees will be granted leave with pay for attending the EMT-Cardiac Training Program or a department mandated training program.
3. If a floater is available, employees may be granted leave with pay, based upon seniority, for non-mandated training program. Minimum staffing levels will be maintained and no overtime costs will be incurred by the District.
4. All courses that the District is willing to allow members to attend will be posted at the station for a minimum of fifteen (15) days before the application deadline if possible. Also, a copy will be placed in all employees' mailboxes or e-mailed to all members.
5. A decision on who will attend if everyone cannot be approved will be decided by whether or not it is in someone's job description (i.e. officers). All other available spots will be decided by seniority.

E. TUITION REIMBURSEMENT- DEGREE PROGRAMS

1. The District will reimburse all employees for any costs incurred for books, fees, and tuition upon successful completion of courses related to the Fire Sciences and EMS as approved in advance by the District and for all courses necessary to complete a degree in Fire Sciences, Emergency Management, Weapons of Mass Destruction, and Terrorism, as approved in advance by the District. Nothing herein shall be construed to require the Board of Directors of the District to approve for purposes of tuition reimbursement any course or degree program. In no event shall the total annual aggregate cost to the District for reimbursement of books, fees, and tuition as provided herein exceed Twenty-Five Hundred (\$2,500.00) Dollars.
2. If more than three (3) employees request educational reimbursement within the same semester, then each member shall be limited to two (2) courses per semester, per Fiscal Year. Funds shall not be used to cover any expenses for any employee of the District that is not a Union member. Seniority shall determine which employee receives reimbursement should the funding become low.
3. Reimbursement shall be made within thirty (30) days of submitting proof of successful completion of said course/class. Successful completion means receiving a "B" or equivalent grade for the course.

F. EXTENDED LEAVE OF ABSENCE

1. Extended or emergency leave of absence shall only be granted on the recommendation of the Fire Chief with the approval of the District. Any request for leave of absence shall be in writing and filed with the Fire Chief at least two (2) days prior to the leave commencing. All leaves of absence shall be without pay. Employees on leave for more than thirty (30) days will be required to pay the entire premium payment to continue medical benefit coverage during the leave.
2. Any employees requesting an extended or emergency leave of absence shall designate a specified period of time which the leave of absence is to cover,

and in the event such leave of absence is required for such reasons of physical disability, it shall be required that the employee's physician submit to the Fire Chief a written report summarizing the nature of the disability and the time for which such leave of absence is requested. Extended or Emergency Leave of Absence will be for up to ninety (90) days, if approved. More time can be granted with the approval of the District.

G. MILITARY LEAVE

1. The District will grant any employee of the District, at the time he is called to active duty with the Armed Forces of the United States, a leave of absence from his employment with the District. The District will grant military leave to employees in accordance with applicable Federal and/or State law in effect at the time of the request.
2. Any employees of the District, who are members of the National Guard or any of the reserve components of the Armed Forces of the United States, shall be entitled to leaves of absence with pay up to a maximum of two (2) weeks (8 working days) from their respective duties on all days during which they shall be engaged in field or coast defense training, on all days of parade or encampment when ordered or authorized by proper authority to duty with troops for field exercise or for instruction. For purposes of this Section, "with pay" shall mean the payment by the District of the difference between a member's gross pay received from the Armed Forces and his regular weekly gross pay received from the District.

H. EMERGENCY LEAVE

At times when an employee may be called home for a short period, for an emergency, emergency leave with pay may be granted at the discretion of the Fire Chief, or his next in command, and may be deducted from the employee's sick time.

I. COMPENSATORY TIME

1. Members shall have the option of receiving compensatory time off in lieu of overtime pay to a maximum accumulation of seventy-two (72) hours.
2. Compensatory time shall be charged at a minimum of four (4) hours when used. No more than one (1) employee shall be permitted to take compensatory time at the same time or for the same scheduled shift. Members must give the Fire Chief or Officer in Charge forty-eight (48) hour notice, in writing, when they want to use compensatory time. Such leave will be granted on a seniority basis.
3. Comp time usage on a prime holiday:
 - a. Employees with more than ten (10) years continuous service;
 - i. The request was submitted at least thirty (30) days prior to the prime holiday.
 - ii. The employee may be granted the leave and it may create an order-in.
 - b. The request was submitted less than thirty days prior to the prime holiday.
 - i. The employee may be granted the leave however if it results in another member being ordered to work the employee requesting the leave will be denied the time off.
 - c. Employees with less than ten (10) years of continuous service;
 - i. The employee will not be allowed to take vacation or compensatory time on a prime holiday if it will result in another member being ordered to work.
4. Any employee shall be able to transfer, exchange, loan or give accrued or unused compensatory time to another employee upon submitting the appropriate paper work.
5. Comp-time request may be denied if another member is already scheduled to be off on compensatory time pursuant to all applicable time limits.

ARTICLE V

MEDICAL - PENSION

1. MEDICAL AND DENTAL

A. GENERAL

The District will purchase and maintain a medical plan (“*Plan*”) for all employees.

The Plan shall be a BCBSRI Blue Solutions for HSA HDHP or its functional equivalent.

The District will purchase and maintain a Dental Plan (“*Dental*”) for all employees.

The Dental plan shall be DELTA DENTAL PREMIER PLAN II-A or its functional equivalent.

B. FUNDING

1. The District and the Union agree to participate in a Health Savings Account (HSA) with the following terms.

2. Family HSA: Effective January 1, 2019 this HSA PPO HDHP Plan shall include a \$6,000.00 annual deductible.

a. The employee will be responsible for (100%) of the deductible.

b. Beginning on January 1, 2019, and each year thereafter, the District will advance the employee's portion of the deductible. The first advance of Three Thousand (\$3,000.00) Dollars shall be made on January 1 of each year, a second advance of Three Thousand (\$3,000.00) Dollars or the balance thereof shall be made no later than May 15th of each year. The employee will re-pay via by payroll deduction, in approximate equal installments, on a pre-tax basis or up to Six Thousand (\$6,000) Dollars per year for the family medical coverage.

c. If at any time between the initial funding and the last and final funding, an employee requires an early advance that is more than the amounts set forth above, the employee may request such from the District. Such early advance shall not be unreasonably withheld.

d. Family contribution is defined as Family, Single/Spouse, Single/Child or any other combination.

3. Single HSA: Effective January 1, 2019 this HSA PPO HDHP Plan shall include a Three Thousand (\$3,000.00) Dollar annual deductible.
 - a. The employee will be responsible for (100%) of the deductible. e. Beginning on January 1, 2019, and each year thereafter, the district will advance the employee's portion of the deductible. The first advance of One Thousand Five Hundred (\$1,500.00) Dollars shall be made on January 1 of each year, a second advance of One Thousand Five Hundred (\$1,500.00) Dollars or the balance thereof shall be made no later than May 15th of each year. The employee will re-pay via by payroll deduction, in approximate equal installments, on a pre-tax basis or up to Three Thousand (\$3,000) Dollars per year for the single medical coverage.
 - b. If at any time between the initial funding and the last and final funding, an employee requires an early advance that is more than the amounts set forth above, the employee may request such from the District. Such early advance shall not be unreasonably withheld.
4. The District will pay the premium for the medical and dental plan described in this section.

C. REQUIREMENTS:

Each employee shall be enrolled in the Plan carried by the District Single, Family, Subscriber/Children, Subscriber/1Child, and Subscriber & Spouse Plan as appropriate, unless the employee opts out. They will also provide Dental Care, Individual or Family Plan as appropriate.

1. The District shall, at all times, adhere to the Health Insurance Portability and Accountability Act and any and all other applicable laws and standards, with regard to the medical information of any member of the Bargaining unit.
2. The District will outsource to a third-party claims administrator, which will act as the agent for the District with regard to employee medical claims and reimbursement. This third-party administrator will be mutually selected by the Union and the District.

3. A minimum of one medical benefit card will be issued to the enrollee. One medical benefit card will be issued for each individual that is age sixteen years or older and is a qualified individual covered by the employee's plan. The employee must request these card(s) in an amount not to exceed the maximum number of qualified individuals listed on the employee's health plan, if the employee wishes to give such cards to the qualified individuals.

D. PHP IN LIEU OF

In lieu of the Plan carried by the District, the employee may enroll in a physician's health plan (PHP) of his/her choice. However, the District will pay for the cost of the PHP only up to an amount equivalent to what is paid for the Plan. Any additional cost will be paid by the employee.

E. OTHER PROVIDER/CARRIER

The District shall be permitted to procure health insurance from any provider as provided by law. Provided however;

1. If the District decides to insure such medical and/or dental benefits with an organization other than the current plan provider or carrier, they shall be required to request bids from at least three carriers. All of the benefits and coverage's listed in Exhibit A attached hereto will be at least functionally equal to those provided currently, and as contained therein, including the current Participating Provider Network and Pharmacies.
2. The District and the Union shall mutually set the specifications for such bids and a copy of each bid shall be provided to the Union.
3. The benefits as described in this section will be in force for the period of this Agreement

F. MEDICAL INSURANCE OPT-OUT

1. Employees shall be given the option to elect not to receive (or to "opt-out") of receiving medical insurance as provided in the Agreement as follows:
 - a. Any employee who has opted-out of receiving such medical insurance on or

- before January 1, 2019 shall be paid an amount equal to fifty (50%) percent of the medical insurance premium which the District would have paid for his benefit had he not opted-out of receiving such insurance;
- b. Any employee who was employed by the District on or before January 1, 2019 and who opts-out of receiving such medical insurance after January 1, 2019 shall be paid an amount equal to Two Thousand Five Hundred (\$2,500.00) Dollars if he was eligible to receive single medical insurance or Five Thousand (\$5,000.00) Dollars if he was eligible to receive family medical insurance;
 - c. Any employee who is employed by the District after January 1, 2019 shall be ineligible to receive any payment in lieu of medical insurance if he opts-out of receiving such medical insurance.
2. If an employee elects to opt out of family coverage, but still elects to receive individual coverage, said member shall receive fifty (50%) percent of the difference between the family plan premium and the individual plan premium.
 3. Payment for "Opt-Out" shall be made bi-weekly to the employee in equal installments. The employee requesting the opt-out shall do so in writing thirty (30) days before the beginning of a new billing month.
 4. Any employee who elects to opt out of coverage (either totally or partially) may elect to receive coverage under this Article by opting back into the medical insurance plan in accordance with the terms of the plan.

G. LIFE INSURANCE

The District shall pay the Union the sum of Two Hundred Fifty (\$250.00) Dollars for each employee on February 1st of each year during the term of this Agreement, in lieu of providing life insurance. With this funding, the Union will be required to provide a minimum of Fifty Thousand (\$50,000.00) Dollars in life insurance for each employee. The Union shall indemnify and hold the District harmless for any breach of the Union's obligation under the provisions of this paragraph

H. PRESCRIPTION EYEGLASSES

The District agrees to pay for a Fire Fighter's eyeglasses, if they are lost, stolen, or broken while on duty.

I. PENSION

1. The District will provide each employee with coverage in the pension plan of the Municipal Employee's Retirement System of the State of Rhode Island for Police Officers and Fire Fighters. Coverage will be the twenty (20) year retirement plan with Cost of Living Adjustments, Plan C, as outlined in the publications of the Retirement System of RI. Employee contributions shall be in accordance with Rhode Island General Laws 45-21-14 and 45-21-52. The District's contribution shall be set by the State of Rhode Island's Municipal Employees Retirement System. The District pursuant to a consent agreement executed and awarded by an arbitrator, shall maintain a separate COLA account for retired firefighters, the terms and conditions shall be bound by said consent agreement. The District will provide all pension information and data that they receive from the Pension Board to the Union.
2. For computation purposes, retirement contributions shall consist of Base Salary, Proficiency Allowance, Holidays and Longevity Pay. The employee's contributions rate shall be set by the State Retirement Board and deducted from the member's pay while the Department/District shall contribute the employer's share.
3. The District will maintain, provide, and continue to provide, to all employees, retired or active, all rights and benefits as prescribed within RIGL Title 45, CHAPTERS 45-19 through 45-21, and all subsections contained therein.

J. IN-LINE-OF-DUTY-ILLNESS/INJURY

1. Members of the District, active and retired, who are or have been injured or have contracted an illness in the line of duty, shall receive all the benefits as provided for in the General Laws of the State of Rhode Island, Chapter 45

Section 45.19.1, and all other applicable statutes of the State of Rhode Island in effect April 1, 2008. The District shall be responsible for all associated costs and expenses relating to the necessary care due to injuries or illnesses in the line of duty. The District shall maintain the position that they are legally obligated to comply with Chapter 45, 45-19-1 of the Rhode Island General Laws, 1956, as amended.

2. When an employee has suffered a minor injury in the line of duty, which does not require the care of a physician, and has been treated by a member of the District or a rescue squad, a report on the injury and treatment shall be made to the Fire Chief or his/her Designee and become a part of the Department's record.
3. Any subsequent worsening of the injury or of the immediate area of the injury which prevents the employee from performing his/her normal duties and functions as a fire fighter shall be considered as injured on duty and shall receive all the benefits as provided for in the General Laws of the State of Rhode Island, Section 45.19.1, and all other applicable statutes of the State of Rhode Island in effect April 1, 2008.
4. A respiratory illness, or a condition of impairment of health caused by smoke inhalation of the lungs or respiratory tract, resulting in total disability or death, is presumed to have been suffered in the line of duty as a result of the inhalation of noxious fumes or poisonous gases.
5. Any employee of the District that is unable to perform his or her duties by reason of a disabling occupational cancer which develops or manifests itself during a period while the employee is in the service of the District, and any retired member of the District who develops occupational cancer, is entitled to receive an occupational cancer disability, and he or she is entitled to all of the benefits provided for by law, and under this Agreement.
6. Any employee who is unable to perform his or her duties by reason of exposure to infectious disease as defined in RIGL§ 23-28.36-2, and any retired member of the District which infectious disease develops or manifests itself as a result of the exposure during a period while the employee is or was in the service of the

District, shall be entitled to receive an occupational disability, and he or she shall be entitled to all of the benefits provided for in chapter 19 of title 45, as applicable and all benefits contained within this Agreement.

7. An employee that contracts, develops, suffers from, a condition or illness of coronary heart disease, pulmonary disease, cancer, respiratory illness, high blood pressure, cerebral vascular accident, as well as any other disease or illness that may be considered presumptive or occupational, due to the nature of firefighting or emergency medical services, which prevents the employee from performing his/her normal duties and functions as a firefighter, shall be considered as injured on duty and shall receive all the benefits as provided for in the General Laws of the State of Rhode Island, chapter 19 of title 45, in effect April, 2008, and all other applicable statutes of the State of Rhode Island.

K. IN-LINE-OF-DUTY-DEATH

The spouse of an employee killed in the line of duty shall receive full medical and dental insurance for twenty (20) years or until the spouse remarries, or until the spouse is eligible for Medicare, whichever comes first, at the full cost provided by the District. After that time, the spouse will be allowed to remain in the medical plan at his or her expense at the current cost until such time as he/she may remarry. The District shall also provide such medical and dental insurance to the deceased members' dependent children for the life of the dependent child. If the child is not considered dependent at age eighteen (18), then the medical insurance shall end, or up to age twenty-five (25) if a full-time student. The District shall also pay up to eight (\$8,000.00) dollars in burial costs for this employee.

L. DISABILITY RETIREMENT

1. Employees covered by this Agreement, who remain away from their regular employment as firefighters due to a ~~compressible~~ line of duty injury or illness in accordance with RIGL 45-19-1 or 45-19-1.1, shall at the expiration of twelve (12) continuous months of absence or upon reaching maximum medical

improvement, whichever occurs first, submit to an examination to determine their status.

2. This examination shall consist of a medical evaluation to determine whether or not the employee is permanently disabled and therefore unable to return to duty. The employee's treating physician shall submit a report to the District upon request. The District may, if unsatisfied with the findings, request a further examination by a physician of its choice, at its expense.
3. If the determination is then made that the employee will be unable to return to duty, the District may initiate an application for an accidental disability pension in accordance with RIGL 45-21.2-9.
4. In the event that the employee is declined an accidental disability pension as described above, the employee will be placed back on IOD status.
5. If an employee is retired on an accidental disability, (OJI) as determined by the Municipal Employee's Retirement System of the State of Rhode Island for Police Officers and Fire Fighters and/or an SSI qualified disability, the District will provide medical insurance to the disabled employee as follows:
 - a. A disabled employee who was unmarried and childless at the time of the incident causing his disability shall be entitled to receive medical insurance coverage as a single individual until such time as otherwise provided herein. Such disabled employee shall not be entitled to any increase of or change in such medical insurance coverage should he subsequently remarry or become financially responsible for a dependent child;
 - b. A disabled employee who was unmarried and has a dependent child or children at the time of the incident causing his disability shall be entitled to receive medical insurance coverage naming such dependent child or children as covered beneficiaries of such insurance until such time as such child shall a) die; b) become emancipated. c) become otherwise entitled to medical insurance as a disabled person pursuant to SSDI or other similar insurance or d) attain his majority, whichever shall first occur. In such event and as otherwise provided herein the District shall not be obliged to provide medical insurance for such child. Such disabled employee shall

not be entitled to any increase of or change in such medical insurance coverage should he subsequently remarry or become financially responsible for another dependent child;

- c. A disabled employee who is married and has a dependent child or children at the time of the incident causing his disability shall be entitled to receive medical insurance coverage naming such spouse and dependent child or children as covered beneficiaries of such insurance until such time the disabled employee shall become unmarried and/or until such time as such child shall a) die; b) become emancipated. c) become otherwise entitled to medical insurance as a disabled person pursuant to SSDI or other similar insurance or d) attain his majority, whichever shall first occur, in which case the said disabled employee shall be eligible to receive medical insurance coverage according to the provisions of subsection a and/or b, above;
- d. A disabled employee who is married and childless at the time of the incident causing his disability shall be entitled to receive family medical insurance coverage naming his spouse as a covered beneficiary of such insurance until such time the disabled employee shall become unmarried, in which case the said disabled employee shall be eligible to receive medical insurance coverage according the provisions of subsection a, above. Should such disabled employee subsequently become unmarried then he shall not be entitled to any other medical insurance coverage than single should he subsequently remarry or should become financially responsible for a dependent child;
- e. Notwithstanding any other provision herein, in the event that the disabled employee, his spouse and any dependent child shall become eligible to receive medical insurance under the provisions of the Social Security Act, the then obligation of the District to such employee, spouse or dependent child, shall be to pay for Medigap (also known as Medicare supplement insurance or Medicare supplemental insurance) and for the said beneficiary's Medicare, Part B, premium.

6. If an employee is retired on an ordinary disability, as determined by the Municipal Employees' Retirement System of the State of Rhode Island for Police Officers and Fire Fighters then the disabled employee will be eligible to purchase family or other appropriate medical insurance coverage, through the District, solely at his own expense and upon such terms regarding payment as the District may require. The said disabled employee shall be responsible for One Hundred (100%) percent of the payment of any and all premiums and deductible payments relating to such insurance. The District shall terminate such insurance coverage, without further notice to the said disabled employee, if the said disabled employee shall fail to timely make any and all payments due to the District hereunder.

M. RETIRED EMPLOYEES BENEFITS

1. "Retirement Plan A" 10 Years Medical Insurance
 - a. The District shall provide employees that have ten (10) or more years of service and who are vested in the R.I. Municipal Employees Pension system as of January 1, 2011, who retire with twenty (20) or more years of service at any age, for up to ten (10) years or age sixty-five (65), whichever is first, with the same medical and dental coverage that is offered to full-time employees. The medical plan shall be a single plan for the retired employee only. The retired employee shall have the option to purchase family medical through the district.
 - b. As a one-time enrollment, any employee that is eligible for "Retirement Plan A" as specified herein shall have sixty days from the date of execution of this Agreement, the right to refuse "Retirement Plan A" and be enrolled in "Retirement Plan B". Such refusal shall be made in writing to the District and a copy shall be forwarded to the Union.
2. "Retirement Plan B" POST EMPLOYMENT HEALTH PLAN (PEHP)
 - a. Each full-time employee of the District that has completed his/her first year of probationary time shall be enrolled, and remain enrolled for duration of

employment, in a Post-Employment Health Plan. Eligible employees that have elected to receive “Retirement Plan A” will not be enrolled in this PEHP program. The District and the Union agree that the mechanics of the plan will be in accordance within the guidelines of the Nationwide Retirement Solutions Post Employment Health Plan, Insurance Premium Reimbursement Account and applicable IRS regulations.

- b. The District shall contribute weekly, the amount according to the schedule below for each employee electing to participate, or eligible for said plan. The Fire District and Union 3372 also agree to retain the option to change vendors if both the Fire District and Union 3372 are in mutual agreement.
- c. Schedule:

5% of weekly salary

N MEDICAL OPT OUT ON RETIREMENT

- 1. Eligible employees shall, upon retirement, have a one-time option to opt not to receive medical and dental insurance as provided in the Agreement and select to receive payment in lieu of coverage. If a retiree elects to opt out of medical and dental insurance coverage, said retiree will receive Thirty-Three and One Third (33.3%) percent of the total medical and dental costs which the District was contributing on the retiree’s behalf at the time of retirement and the retiree shall not pay a co-share.
- 2. Any such request to “OPT OUT” of medical and dental coverage and to receive payment in lieu of coverage shall be made in writing to the District and a copy shall be forwarded to the Union within thirty (30) days of retirement by the employee/retiree.
- 3. Payment for “opt out” shall be made monthly, quarterly or annually to the retiree as he/she requests at said time of retirement.

O SEVERANCE

- A. Upon separation of service, for whatever reason, an employee may elect to have such unused accumulated sick leave, vacation time, comp time, and any and all

other accrued and used time paid out in one or more of the following methods:

- i. Deposited into the employee's PHEP account over a twenty-four (24) month term. Equal installments shall be deposited no less than monthly, and shall be tax free pursuant to IRS tax codes.
- ii. Deposited into the employee's Deferred Compensation account as pursuant to IRS tax codes within thirty (30) days of separation of service.
- iii. The dollar value of unused and accrued time shall be used to continue paying the cost of the employee's medical coverage until such time as the employee no longer has any dollar value to provide for further coverage.
- iv. The full amount of any unused and accrued time or "leave" in accordance with this Agreement can be exhausted by the employee with the employee not required to report into work. At the conclusion of the accumulated "leave" the employee shall be retired from the District with the credited amount of service being calculated with the date of when said leave is exhausted. During this time, the employee shall continue to receive all benefits and compensation with the exception of accruing any additional "leave". The employee will not receive clothing and vision allowances. The employee shall not be allowed to work overtime during this time frame. The employee shall not be allowed to return to active duty once this option has been chosen, the only exception to this rule is that in the event that the pension benefit to the member changes in anyway, than the member shall have the option to return to active duty and withdraw his retirement petition. If an employee selects this option, it shall be done so in writing and forwarded to the District within seven (7) working days of implementation.
- v. Paid to the employee over a term of twenty-four (24) months in equal weekly, monthly or quarterly checks with all taxes deducted. The terms of the disbursement shall be selected by the employee/retiree, in writing within seven (7) working days of separation of service.

ARTICLE VI

GRIEVANCE - ARBITRATION

1. GRIEVANCE PROCEDURE

A. Employee Grievances

Any employee, who is allegedly grieved by a difference that has arisen concerning the meaning and application of any provision of this Agreement, may file a grievance, and the parties hereto shall make an earnest effort to resolve the same by the following procedures. The matter will be taken up with the Executive Board of the Union and if in the judgment of the Executive Board, the nature of the grievance justifies further action, the Executive Board, through its President or his designee shall move the grievance to the next step. Union representation shall be present at all steps in this procedure

Step 1 The grievant shall present the grievance in writing to his/her immediate supervisor within ten (10) working days of the occurrence. If the grievance is not resolved by the supervisor within five (5) days of his/her receipt thereof;

Step 2 The matter will be brought to the Fire Chief for resolution. The Fire Chief shall have seven (7) days after receipt of the grievance to act upon it.

Step 3 If it is unresolved or if the employee is dissatisfied with the disposition of the grievance at this point, he/she through the Executive Board can present the grievance to the Board of Directors of the District. If the matter is presented to the Board of Directors of the District, the Board shall have twenty (20) days after its receipt to act and decide upon it.

B. Executive Grievances

The President of the Union or Executive Board may file a grievance if the Executive Board or the President of the Union believes that a member of the Union, or the best interest of the Union, shall be compromised due to a difference that has arisen concerning the meaning and application of any provision of this Agreement. The parties hereto shall make an earnest effort to resolve the same by the following procedures.

Step 1 The President of the Union or his designee, shall present the grievance in writing to the Fire Chief or his designee, within thirty (30) working days of when the Executive Board was made aware of such occurrence. If the grievance is not resolved by the Fire Chief or his designee within ten (10) days of his/her receipt thereof;

Step 2 The matter will be presented to the District's Board of Directors for resolution. If the matter is presented to the Board of Directors, the Board shall have thirty (30) days after its receipt to act and decide upon it. If the Union is unsatisfied with the disposition of the grievance at this point, than the matter shall be referred to arbitration.

2. ARBITRATION

If agreement cannot be reached via the procedures set forth in the Grievance Procedure, the grievance may be submitted to Arbitration by the Union or the District giving to the other written notice of a demand for Arbitration within twenty (20) days following the decision of the Board of Directors. The parties shall endeavor to select an impartial arbitrator by mutual agreement; but in the absence of such agreement within one (1) week after receipt of such notice, the matter shall be referred to the American Arbitration Association for selection of an arbitrator and arbitration proceedings in accordance with its voluntary labor arbitration rules. The arbitrator shall have no power to add to, subtract from, or change the terms of this Agreement. He/she shall be confined solely to the interpretation and application of the terms of this Agreement. The fees and expenses of the impartial

arbitrator shall be borne equally by each of the parties. The decision of the arbitrator shall be final and binding on both parties.

3. SEVERABILITY

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

4. PRIOR AGREEMENTS

This Agreement supersedes any and all prior agreements written or oral unless specifically referenced herein.


5. DURATION OF AGREEMENT

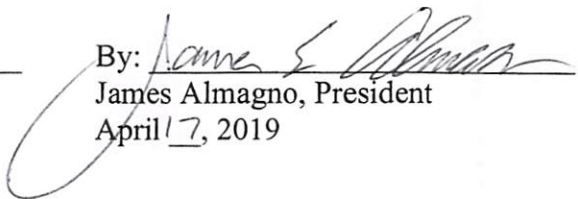
The terms of this Agreement shall be for three (3) years commencing January 1, 2019 through December 31, 2021. In the event a new Agreement is not executed prior to the expiration hereof, then this Agreement and all of its terms and conditions (as then in effect) will remain in full force and effect until a new agreement is executed.

IN WITNESS WHEREOF, the District and the Union have caused this Collective Bargaining Agreement to be executed by their respective representatives who have actual authority to bind and enter into the various obligations set forth herein on this 1st day of January 2019, regardless of when executed.

THE COVENTRY FIRE DISTRICT:

THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 3372:

By: 
Bryan J. Festen, Chairman
April 17, 2019

By: 
James Almagno, President
April 17, 2019