

AGREEMENT



Between the



CENTRAL COVENTRY FIRE DISTRICT

and

International Association of Fire Fighters LOCAL
3372

September 1, 2022 - August 31, 2023

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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 as amended, entitled "Fire Fighters' Arbitration", this contract is made and entered into this 3rd day August 2021 by and between the CENTRAL COVENTRY FIRE DISTRICT ("District") and LOCAL 3372, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

2. RECOGNITION

A. The Central Coventry Fire District ("District"), recognizes Local 3372, International Association of Fire Fighters, AFL - CIO ("Union") as the sole and exclusive bargaining agent for full-time employees of the Central Coventry Fire District engaged in firefighting and rescue services, fire prevention and investigation, training and education, dispatching, and any other positions other than the Chief and Deputy Chief of the department, 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 contract shall be observed for the orderly settlement of all questions.

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 contract, may become members of the Union and continue their membership throughout the life of this contract. 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 Union dues.

B. The District shall deduct Union dues and or representation fees upon receipt of the written authorization from each fire fighter, 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.

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 further shall at all times retain the right to manage and direct the operation of the District and discipline the District's members, except as modified by the terms of this contract and the duly established past practices of the parties.

B. The District shall also retain all other rights and responsibilities inherent in its Governing Board, the Board of Directors, the Executive Committee and any subcommittee thereof by virtue of existing statutory and charter provisions and 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, administration of the district, discipline of its members and for the enforcement and execution of all laws, ordinances, and 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 will be permitted to meet with the Chief and/or representative of the District Board, 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 policies and procedures so that such are developed keeping the best interest of the professional operation of the district.

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; provision of rescue services; provide emergency medical services, perform the necessary administrative and service functions presently conducted by the fire department; and the upkeep of all buildings, grounds and equipment of the district.

2. The supervisors and the 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 Fire 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 employee 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 and code enforcement, and arson investigations. The fire marshal shall report and work directly to the Chief of the department
 - 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 Chief of the Department shall review the performance of the Fire Marshal. During that time, if the Fire Marshal is not performing to the level of satisfaction of the Chief of Department and/or meeting obligations inherent in running the Fire Marshal's office, the fire chief shall provide a performance review, and an opportunity to improve, along with a reasonable and achievable outline for improvement shall be extended to the employee by the Chief of the department. The Fire Marshal will be subject to the progressive disciplinary policy as outlined within the collective bargaining agreement, up to and including the removal as Fire Marshal. Any employee removed from a Fire Marshal position for such cause shall return as a firefighter at the rank of private and shall receive pay commensurate to a private's pay scale.

- C. Duties of Other Employees** including those of the Fire Prevention Division, EMS Division, Training Division and Civilian Employees shall be defined in the applicable sections of this agreement.

D. Chain of Command

Chain of Command - Operations Division

Chief of Department

Captain

....
Lieutenant

Private

Chain of Command -Support Division

Chief of Department

Division Chief of Training & EMS

_____ Fire Marshal

E. Duties of the Division Chief of Training and EMS:

It shall be the duty of the Division Chief to be able to perform all of the duties of a firefighter/EMT as described above. It shall be the duty of the Division Chief to perform, conduct, and/or schedule the training of all new employees, as well as provide for continual and ongoing training of current employees in fire suppression, hazardous materials, and any and all other special services education and training as required and/or recommended by the NFPA and department policies. The Division Chief shall be responsible to maintain accurate and up to date training records for all employees and be responsible for all aspects of the district Training division to include training of all employees on the safe and proper use of all existing and new apparatus and equipment. The Division Chief shall work mutually with Platoon commanders in scheduling all trainings and shall set all training schedules; he/she shall attend training conferences and training meetings to keep abreast of current trends in the field; and represents the Fire Department at all local, state and other meetings related to the Training Coordinator position. The Division Chief shall assume the roles of the Incident Commander, Operations Officer, EMS Officer, Incident Safety Officer, or another command position as needed at any major incident. A formal and detailed job description may be developed by and between the district and the local at a

later date to define operational response of the Division Chief and other duties. The Division Chief shall report to and work directly for the Assistant Chief of the Department.

Additional Duties of the Division Chief of Training and EMS:

It shall also be the duty of the Division Chief to perform, conduct, and/or schedule ongoing emergency medical education and training for the district, provide EMT refresher training to the district employees, provide CPR re-certification to the district employees, compile and file all rescue/medical billing, be responsible for all aspects of the district EMS division to include the coordination of the preventive maintenance and repairs for all EMS vehicles and equipment, assist the apparatus/equipment committee in drafting specifications for all new EMS vehicles and equipment, train all employees on the safe and proper use of all existing and new EMS apparatus and equipment, provide and maintain an annual employee vaccination program for communicable diseases, and to develop and maintain a risk control program for all aspects of infection control, blood borne and airborne pathogens. A formal and detailed job description may be developed by and between the district and the local at a later date to define the operational response of the Division Chief and other duties. The Division Chief shall attend training conferences and training meetings to keep abreast of current trends **in** the field, and represent the Fire Department at all local, state and other meetings related to Emergency Medical Services.

7. PERMANENT STATUS

A. All employees shall be required, as a condition of employment, to obtain and maintain a current State of Rhode Island EMT - C license. Any firefighter possessing an EMT - Paramedic license at the time of execution of this Agreement shall not be required to obtain an EMT-C license, so long as he/she maintains his/her EMT-P license.

B. The District will provide EMT & Paramedic recertification/refresher training and CPR training as required by State/Federal Law to maintain these certifications. Each employee will maintain a current Rhode Island Driver's License. If, for any reason, the State takes any action against the employee's driver's license, the employee shall report it **immediately to the Chief. If the seriousness of the situation warrants, a hearing will be held** and the employee may be suspended until such time as the license is reinstated.

C. 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.

D. 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.

8. PERSONNEL RECORDS

A. The employment record of each employee shall be available for inspection by the employee concerned, by District officials, 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 administrative offices of the department. No Employee shall be denied the opportunity to view the contents of their employment file.

B. 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 said evaluation, comment, remark, or discipline, 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. A separate training file shall be kept for each employee. Any training that the employee receives shall be documented and a record shall be placed in the employee's training file.

D. A separate medical record file shall be kept for each employee. Any medical records that the district receives from the employee, his/her physician, or any other medical documentation shall be documented and a record shall be placed in the employee's medical file.

9. DISCIPLINE AND DISCHARGE

A. 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- 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 one 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 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 the hearing.

C. Any person who bids to the Division Chief vacancy shall serve a one hundred eighty (180) day probationary period. During the probationary period, the Chief of the Department shall review his/her performance as a Division Chief. During that time, if the Division Chief is not performing to the level of satisfaction of the Chief of the Department and/or meeting obligations inherent with being the Division Chief and/or fulfilling his/her Division Assignment of the Chain of Command, the Fire Chief shall provide a performance review and an opportunity to improve, along with reasonable and achievable outline for improvement. The Division Chiefs will be subject to the progressive disciplinary policy as outlined within

the collective bargaining agreement, up to and including a demotion from Division Chief. Any Division Chief demoted will move down one rank to the rank of Captain and shall not be eligible for a promotion or be able to bid to a vacancy within the Division Chief rank for a period as determined and agreed to by the district and the union.

10. SAFETY AND HEALTH

A. Medical exams when an employee may constitute a hazard

- I. 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, 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.
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.
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, 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 retirements or termination.

B. Physical Fitness

- I. The employees are encouraged to maintain themselves in good physical condition due to the nature of firefighting and emergency medical service work. The District recognizes the importance of physical fitness training and encourages the use of the fire department gymnasium and fitness equipment.
2. In order to further encourage the use of the gymnasium, the District will allow a

rotation of on-duty firefighters to utilize the gym facility each day during their platoon rotation, if the needs of the Department so allow. The firefighters will be allowed a maximum of two hours' time for each visit. The 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 with on-duty personnel. The mechanics of this program will be developed by the Chief and IAFF Local 3372.

C. Health & Safety Committee

I. The district recognizes the need for a Health & Safety committee (HSC) and further agrees to recognize the current, established HSC as the department HSC. The HSC will consist of one Chief Officer and the Department Health & Safety Officer, and no less than four additional bargaining unit members appointed by the local. 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 shall be the desire and mission of the District and the local to work together and create a safe environment for both the firefighters and the community through following the intended recommendations and procedures of 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 Chief of the Department. If a member is off duty during scheduled meetings or investigations, then the member shall be compensated.

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:

1. Make periodic inspections of the fire department facilities; but not less frequently than semi-annually.

2. Make recommendations for the elimination of unsafe or harmful work conditions. All recommendations shall include a target date for abatement of hazardous conditions.

3. Review and analyze all reports of accidents, deaths, injuries, and illness. Investigate causes, and recommend rules and procedures for the promotion of health and safety of fire department employees.

4. 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.

5. Prior to being purchased, all new equipment and apparatus, and/or their respective specifications shall be developed and or reviewed, and modified if needed, by the HSC to ensure **full** compliance with NFPA standards and other applicable industry standards or codes.

6. All response plans such as run cards, shall be reviewed, and further modified if needed, by the HSC.

D. Training & Service work:

- I. All trainings shall be conducted in accordance with NFPA standards and there shall be a designated lead instructor and Safety officer assigned for each training. No outdoors 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 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 85 degrees Fahrenheit or above.

2. All new hires shall attend training academies or new recruit schools of no less than fourteen weeks equaling 560 hours. Upon completion of the fourteen (14) week formal training school, the recruits will then serve one week at each fire station, Monday through Friday 0800-1600 hours for job shadowing and training purposes. Upon completion of the two (2) week rotation, the recruits will spend one (1) week back at the formal training academy to review policies, procedures, operational issues, and complete the final testing and evaluation. Upon successful completion of the sixteenth week of training, the eligible recruits will be hired as full-time, probationary employees. It is then that the probationary employee shall be assigned to a position on the rotating schedule and shall serve a four (4) week rotation on the 3- platoon schedule to get used to the work schedule and job assignments. Upon completion of the four (4) week rotation, employees may be assigned their work schedule or may be allowed to bid their work schedule and will be considered out of training and count towards minimum staffing. All 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 hours of pump training, and no less than thirty hours of aerial ladder training. All new hires shall be required to take the NFPA 1002 Driver/Operator-PUMPER training, within one year of hire, or as soon as the class becomes available. For safety reasons, training academies and/or recruit schools shall be subject to the outdoor training provisions of Section (D)(I) herein. The Training Division shall document all necessary training hours in accordance with the CBA. If a recruit or probationary employee has not completed the minimum number of training hours as required, he/she shall not count towards minimum staffing levels. 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 the academy or recruit school.

E. Testing and maintenance of Aerial Devices, ground ladders, SCBA'S and other life safety equipment

1. All fire 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, on a yearly basis, be inspected and tested for structural integrity and safety through non-destructive test methods such as Ultrasonic and Magnaflux.
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 other than the original manufacturers. A copy of such test results shall be supplied to Local 3372 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 local 3372 upon request.

F. PROTECTION OF EMPLOYEES

- a. The district shall maintain a vehicle exhaust system, such as a PLYMOVENT system, at all fire stations.
- b. The district shall maintain a Class A, supervised fire alarm detection system and Carbon Monoxide detection in all fire stations and administrative offices.

G. PLACING NEW EQUIPMENT IN TO SERVICE

Prior to any piece of equipment or apparatus being placed in to service for use, all department employees shall receive training in its safe and proper use. Documentation of this training shall be placed into the members 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, Flu Vaccines, and any diseases occupationally acquired, with the District paying the full cost. Employees not requesting said vaccinations shall sign a waiver

each year.

I. USE OF TOBACCO PRODUCTS PROHIBITED

For the health and safety of all employees, there shall be no use of tobacco productions during working time.

ARTICLE II **EMPLOYEE BENEFITS**

1. SENIORITY

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

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

C. The District shall maintain and post annually 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 lists 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 three-platoon system, shall be allowed to select platoon assignments based on seniority in grade. Employees may exercise their right to select platoon assignments in accordance with Article II Section 2 of this Agreement whenever a vacancy occurs or whenever additional Fire Fighter/EMT positions are added to the district or become vacated or 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 Article II Section 2 of this Agreement.

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 or Division Chief, or similar positions shall be computed based on date of most recent hire, not appointment to rank.

D. CALLING A BID SESSION: When a vacancy occurs, or when two or more employee requests a bid or when new Fire Fighter/EMT positions are added, the District shall within five (5) days of the vacancy post notice of the vacancy on the bulletin board at each fire station. Within ten (10) days of posting the vacancy, the President of Local 3372 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 Local 3372 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, Local 3372 shall notify the 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 may open his/her position during any annual bid or 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 and so on. Any employee declining to bid to a vacant Fire Marshal position will retain his seniority privilege for any future vacancy.
4. If no employee bids to a vacant Fire Marshal position, the least senior eligible employee on the list shall be ordered to the vacant position until such time 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.

F.1 FILLING Division Chief 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 Division Chief position, it shall be offered to the next most senior eligible person and so on until an employee accepts the position.
- c. If no employee accepts the vacant Division Chief Position, the least senior eligible person as defined above, shall be ordered to the vacant position until such time a more junior employee becomes eligible, or a more senior eligible person bids to the position during a bid session.
- d. If there are no eligible employees to fill the vacancy, then the position may go to a bid to be filled by any Captain as a temporary assignment until such time as an employee meets the qualifications to bid the position permanently. If no Captain bids the temporary assignment, then the most junior eligible Captain will 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.

- e. Division Chief Assignments shall be chosen at any bid session. A Division Chief shall not be eligible to open his/her assignment until he/she has served in the respective assignment for at least one year.

G. PROBATIONARY EMPLOYEES EXEMPT:

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

H. RIGHT TO BID WHILE ON LEAVE:

Any member, who is out of work due to an injury or illness, or any form of leave, may bid for any open position, or 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.

I. 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 and be completed by January 15th. Within five (5) days of the annual bid, Local 3372 shall notify the 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. At times, due to vacancies and leaves, and in a mutual effort to fulfill the obligation set forth under the minimum staffing section, the Local 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. It is further agreed upon, that at any time, when a Lieutenant acts out of rank to fill a Captain position, and/or a Captain acts out of rank to fill a Division Chief 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 said to be acting for.

C. 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 that is one grade higher than that of what 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. 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, they will be compensated at his/her regular rate of pay.

E. Any person acting out of rank shall not be considered to have that rank, be addressed at that rank, use the title of that rank, or wear an insignia, badge, pins, etc of that rank. They will be recognized for the rank in pay for monetary purposes only.

E. 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 in which the employees who have successfully placed on the appropriate promotional list 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 accept the opportunity to 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 11, Section 3.

Notwithstanding the foregoing, the Chief shall have the discretion to move floater(s) between platoons to cover any vacancies that are reasonably anticipated to last 30-days or more. When making such transfers, the Chief shall have the discretion to cover a long-term officer vacancy with an officer floater, if any. Floaters shall be given at least 96 hours' notice before any such transfer and it shall be required that any floater 96 consecutive hours off prior to the start of any new assignment.

4. STAFFING

- 1) A. The Department shall maintain thirty (30) line firefighting and rescue positions, which will include the following: three (3) Captains, nine (9) Lieutenants, twelve (12) Fire Fighters/EMTs, and six (6) "floaters". Each platoon shall consist of the following bid positions: one (1) Captain, three (3) Lieutenants, four (4) Firefighters/EMTS's, and two floaters. Floaters shall be assigned as follows:
 - i. The District will assign two (2) floaters per platoon. The floaters will bid into these positions by seniority during the normal department bid.
 - ii. The Chief shall have the discretion to move floater(s) between platoons to cover any long-term vacancy that is reasonably anticipated to last 30-days or more. When making such transfers, the Chief shall have the discretion to cover a long-term officer vacancy with an officer floater, if any. Floaters shall be given at least 96 hours' notice before any such transfer and shall be required to have a minimum of 96 consecutive hours off before any transfer.
 - iii. Floaters shall have the right to refuse a transfer by seniority; however, the Chief shall have the right to assign the least senior available floater in the rank necessitating the transfer to cover the long-term vacancy.
 - iv. The Department's union day staff will consist of one (1) Division Chief and one (1) Fire Marshal. For the period of September 1, 2022 to August 30, 2023 the position of Fire Marshal shall remain vacant. On or before August 30, 2023, the position of Fire Marshal shall be filled in accordance with the terms of the CBA. The Chief will not be a member of the bargaining unit.
- B. In the event of any district merge, minimum staffing levels will be no less than what

is currently in effect in each fire district involved in the merge. The contract will reflect these changes.

C. This section does not limit the District from hiring more than thirty-two (32) employees during the term of this contract. If at any time the District goes below the overall line staffing of thirty (30) personnel, the district shall have up to fifteen (15) weeks to replace and fill the vacancy.

D. The District will achieve the forgoing compliment through attrition without decommissioning of any officers.

5. MINIMUM STAFFING & FACILITIES

A. There shall be no less than eight (8) firefighters on duty at all times, which shall include at least four (4) officers/acting officers

6. LAYOFFS AND CONTRACTING OUT

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

C. There shall be no layoffs of bargaining unit employees from September I, 2014 through August 31, 2020.

6A. SUCCESSOR AND ASSIGNEE CLAUSE

A. Work presently performed by employees in the bargaining unit shall not be performed or given to any other Fire District, District employer, employee, or independent contractor. If, at any time during the term of this Agreement, the Central Coventry Fire District decides to form a working agreement with another Fire District/Department, or the Town of Coventry decides to create a Municipal Fire Department, the members covered by this Collective Bargaining 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.

B. This agreement shall be binding upon the successors and assigns of the Central 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 Central Coventry Fire District, or by any change geographically, or otherwise, in the location or place of business of the Central Coventry Fire District. In the event of a consolidation, merger, annexation, or transfer, the only Articles that shall be opened, shall be those articles that are mutually agreed upon by the Local and the district.

7. 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 successful completion of the initial 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, the District can terminate the new employee or extend the probation period.

7 A. Probationary Firefighter Limitations

Probationary Firefighters will be constrained to the following limitations:

- I. A probationary firefighter shall not be eligible for overtime until successfully completing six months of probationary time.
 1. The probationary firefighter may not take any assignment that creates a situation where two (2) probationary firefighters would be working together.
 11. When filling a vacancy, a probationary firefighter should not be offered an assignment that creates a situation where two (2) probationary firefighters would be working together. If this should occur, it is treated as a bye and the callback list is not marked, but left blank.
 2. Probationary firefighters may not fill civic details. They are eligible to fill details when they have successfully completed their probationary period.
 3. Two probationary firefighters may not work together, on the same shift assignment.
 4. 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.

5. Probationary firefighters may participate in the bid process per Article II, Section 2. However, the result of a bid must be such that no two probationary firefighters are working together on the same shift assignment. If the result of a bid does present with two probationary firefighters working together, there are two possible solutions.

- a. The bid implementation date is delayed until one or both of the probationary firefighters have successfully completed their probationary period, or;
- b. A temporary and voluntary transfer of other employees on the platoon is agreed upon until one or both of the probationary firefighters has successfully completed the probationary period.

6. At the discretion of the Chief, probationary firefighters may be moved from their bid positions to other platoons for any amount of time for training and experience purposes.

8. PROMOTIONS

I. All vacant or new positions within the bargaining unit (e.g., excluding the Chief) shall be subject to the testing, promotional, and transfer procedures established by the District and Local 3372. Eligibility and qualifications for all vacant or new positions shall be worked out between the District and the local unless provided for herein.

2. Appointment or transfers to newly established or vacant positions, with the exception of the position of Chief, shall be offered to present fulltime Firefighters/ EMT's of the District, provided they are qualified for the position being filled. The Board of Directors and Local 3372 shall establish qualifications for any new or vacant positions within the bargaining unit (e.g., excluding the Chief).

3. The District will allow the Union to provide input into the hiring criteria for the Fire Chief position, as well as the process used by the District in filling the Fire Chief position: however, the district will retain complete discretion in setting the criteria for the Fire Chief, determining the process used by the District in filling the Fire Chief Position, and in selecting

the Chief of the District. Members of the bargaining unit shall not be restricted from applying for the Chiefs position.

4. Additional ranks such as, but not limited to District Chief, Deputy Chief, etc may be added to the district and to the Chain of Command in the future. The District and Local 3372 shall agree upon a testing/ promotional process similar to the testing process for Lieutenants, Captains or Fire Marshal, and appointments to these positions shall come from this list.

5. In the future, the district may add "full-time", permanent, day positions. 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 Local, similar to the procedures of the Fire Marshal.

6. Should no employee apply for the appointment, request a transfer, or bid to the new position or vacancy, the District may order the least senior 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 Local 3372.

8A. PROMOTIONS AND TRANSFERS FOR OFFICERS AND SUPPORT POSITIONS

1. General:

All promotions to bargaining unit positions (e.g., excluding the Chief) will be made from presently employed members, based on the results of a competitive written exam, seniority, oral board, and education points, with the exception of the Fire Marshal and Division Chiefs. Said support positions shall be subject to promotional or transfer procedures that are mutually developed by the district and the local, or as outlined in the foregoing subsections.

All notice of promotional exams for Lieutenant and Captain will be posted on the last Friday of August of every ODD year. (i.e., 2011, 2013, 2015 etc.) All notice of promotional exams shall contain: Source of materials from which the written exam will be taken, as well as the percentage of questions from each item. Applications to take promotional exams will be received by Chief of the Department or his/her secretary, and mechanically date and time stamped, no later than 5PM on the last Friday of September of that ODD year. All promotional exams will be held on the first Saturday of November of that ODD 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 exam 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 exam date format and shall be mutually agreed upon. At no time shall a Support Division exam be held less than thirty (30) days from the date of any Officers exam. 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 abolished and considered null and void.

1.1 Voluntary Demotion of Rank Any officer that voluntarily chooses to resign his/her rank may do so; however, he/ she shall not be eligible to participate in the next promotional exam process and shall return to the rank of private maintaining all departmental seniority. If such resignation is served upon the district within six months of accepting the position/promotion then employee may return to his/her previous assignment without prejudice.

2 STUDY MATERIAL: One copy off 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 chief of the department and the union.

3. Written Exam - worth up to Fifty (50) Points.

The written exam shall be prepared by a nationally certified testing company. All questions shall be derived from the study material listed above. The exam shall be kept in the original shipping package and shall remain unopened until the exam is ready to be administered. The exam 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 questions or fill-in-the-blank 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 Chiefs designee in the presence of the candidate and a representative of the union executive board immediately after the completion. The candidate's score shall be made immediately available to the individual candidate. Upon written request of the local, the district shall provide a complete review of the test. Said review shall be held within forty-eight 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 feels as though an answer or question was erroneous, inaccurate, or worded unclear or that the final answer after the review was not accurate or correct, and the Chief or designee also concur, then the question shall be struck from the exam and the total shall be recalculated based on the final number of questions.

The final calculation of the written exam shall be determined by dividing the total number of correct answers by two. (i.e.: Candidate A answers seventy-five questions correctly, his/her total points earned for the written portion of the examination process will be 37.5 points)

4. Seniority Points - Maximum of Thirty (30) points. All employees taking the promotional exams for any promotion shall receive Seniority Points. Seniority points shall be awarded based on departmental seniority at one point for every full year of service. No partial seniority shall be awarded. The date of written exam 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).

5. Oral Exam. Maximum of Ten (10) points,

There shall be an oral exam consisting 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 Chief of the department shall select one examiner, the union shall select one, and those two examiners shall mutually pick the third examiner. The three examiners and the candidate shall be the only persons allowed in the exam room during the oral exam. Upon the completion of the oral examination process, 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 district designee and one union designee. The oral exam shall be held no later than twenty-one days from the date of the written exam.

6. Educational Points- Twenty (20) Point Maximum

Educational points shall be awarded to each employee based on the following schedule up to a twenty point maximum:

- Ten (10) points for a Bachelor's degree
- Five (5) Points for an Associate's Degree
- Two (2) Points for "Pro-Board" certified course over forty (40) hours.
- One (1) point for each fire/EMS service training certificates.

All candidates will have to show proof of courses by certificate or transcript from a school. All proof of education must be earned and submitted to the Chief no later than forty-eight (48) hours prior to the start of the written examination. All calculations of educational points shall be verified between the Chief and the Local prior to the written exam.

8 B. Qualifications for Lieutenant, Captain and Division Chief

1. To be eligible for promotion to Lieutenant, Captain, or Division Chief, the employee must hold Certification as NFPA Fire Fighter Level I & 2 (1001) and have a valid Rhode Island EMT-Ci EMT-P License by the date of posting of application.
2. To be eligible to take the examination for promotion to Lieutenant, the employee must have earned five (5) years of departmental seniority by the date of the written exam.
3. To be eligible to take the examination for promotion to Captain, the employee must be a Lieutenant with five (5) years in grade by the date of the written exam.
4. To be eligible for promotion to Division Chief, the employee must be a Captain with two (2) years in grade by the date of the promotion.
5. For the purpose of this Sub-Section, all seniority and time served in grade shall be computed up to and including the date of the written exam.
6. If there are no eligible employees that meet the qualifications as set forth herein, the vacant or newly established position will be subject to ARTICLE II, Section 3 Titled TEMPORARY SERVICE OUT OF RANK, and the district will forgo any testing, promotions or assignments to said position until the next testing year as described herein to fill the position.

8 C. Qualifications for Fire Marshal

1. An assistant Deputy State Fire Marshal Certification or equivalent as required by law shall not be required at time of bid. Should the employee who bids to a Fire Marshal position not have this certification, he/she shall be required to attend the first available class offered by the State of R.I. and obtain such certification upon completion the class. The costs of the class shall be paid for by the district. The employee will only be allowed one attempt to receive such certification.
2. The Fire Marshal shall maintain the Assistant Deputy State Fire Marshal Certification as a condition of holding the Fire Marshal Position. The District shall be required to provide any re-certification or new certification requirements required by law. The district shall pay all costs associated with training and re-certification
3. Employees must have IO years of continuous service with the Central Coventry Fire District by the closing date of application for the exam to be eligible to test for the Fire Marshal eligibility list.
4. Employees must pass a Fire Marshal Exam administered by the Central Coventry Fire District. The exam will be a pass/ fail exam consisting of only true and False and/or multiple-choice style questions taken from one book of the Chiefs choice. Such book shall be of general knowledge related to the position of Fire Marshal and shall not include any fire code related questions. Exam materials and exam date shall be posted sixty (60) working days prior to the date of the exam. A score of seventy (70%) percent correct or higher shall be considered a passing score. The exam score is only used to determine a pass or fail status and shall have no bearing on eligibility.
5. Employees shall already be a district officer in rank of lieutenant or higher, OR, must be a qualified candidate on the Lieutenant's Promotional lists
6. Employees shall hold at minimum, an EMT Cardiac License and maintain such license while occupying a Fire Marshal Position. The district shall pay all costs associated with re-certification, but this shall not include any additional pay or overtime.
7. Candidates shall not be required to have Arson Investigation Training at time of the bid, however, if employee does not have said training, they shall be required to obtain such

training and acquire credentials. Only one opportunity shall be provided. Arson Investigation Training will be provided 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 re-certification, but this shall not include any additional pay or overtime. The employee will be allowed one attempt to receive such credentials.

8 D. Eligibilities & Restrictions as Fire Marshal:

- I. The Fire Marshal shall be eligible to remain on the Promotional Lists if he/she was on such a list at the time of the bid and shall be eligible to accept such promotions if offered, thus creating a vacancy for Fire Marshal.
2. The Fire Marshal shall be eligible to take promotional exams for the rank that is one grade higher than the rank that he/she held prior to bidding to the Fire Marshal position, provided that he/she meets all contractual requirements for such rank.
3. The Fire Marshal shall be designated as an exempt, salaried employee. The Fire Marshal shall not be eligible to work regular or overtime shifts within the three-platoon system and/or detail assignments that are normally and regularly offered to the employees within the three-platoon system.

8 D.1. Qualifications to Bid to Division Chief

- a. Two (2) consecutive years holding the rank of Captain.
- b. Successful completion of the following accredited courses:
 1. Firefighting Tactics and Strategy
 - ii. Officer Leadership
 - iii. Municipal Fire Administration
 - iv. Fire Hydraulics and Equipment
- c. OR, in lieu of item b. described above, an Associate's Degree or greater in Fire Science.
- d. The courses listed in b. above may be taken per the stated title or any course that may be equivalent. 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 contention as to whether a course or class will count towards a class as described in b.; the President of the Local and the Chief shall need to mutually agree.

- e. Must have and maintain an EMT Cardiac Licensure.
- f. Proof of education requirements herein shall be submitted to the Chief of the Department no less than 72 hours prior to a bid session and the Chief of the Department shall have validated the courses in writing no later than 24 hours prior to a bid session. Any contention to the validation decision of the Chief will be mutually reviewed by the President of the Local and the Chief of the Department prior to the bid session.

8 E. Testing and Scoring Procedures: ALL EXAMS

- I. 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 for in this agreement.
- 2. 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 piece of study material. (i.e.: five pieces of study material would mean that there should be 20% of the questions from each subject of study material.)
- 3. The candidate's final score shall be calculated by adding the employee's points earned for the written exam, seniority, education, and oral exam. A minimum overall score of sixty (60) is needed to be placed on the promotional list. The employee that achieves the highest overall score will receive the promotion(s). 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.
- 4. All promotions to vacancies shall be made pursuant to the time schedule as specified within Article II, Section 2 of this Agreement, Titled "Bid".

8 F. Work Relief:

The district shall provide work reliefs for employees assigned to the three-platoon system who are on

duty in order to take the Promotional Examination without requirement to make up the time.

The district shall also provide work reliefs for employees assigned to the three-platoon system who are on duty if they are being promoted or recognized at any departmental function or ceremony, without requirement to make up the time. In the event such employee or employees participating in taking the Promotional exams, or participating in a departmental function/ceremony reduces the workforce below minimum staffing levels, the Chief shall order off duty employees to fill in for those employees being granted work relief in accordance with the Collective Bargaining Agreement between the parties. This shall be the only instance where the minimum number of officers/ acting officers or the minimum number of privates on duty may be temporarily reduced to facilitate the requirements of this section.

9. HOURS

A. The regular work schedule for all employees permanently assigned to one of the three platoons within the firefighting and rescue operations, including the Captains, the Lieutenants and the Fire Fighter/EMT personnel, shall be an average annual work week of fifty-six (56) hours with the regular hourly rate of pay for such employees to be one fifty-sixth (1/56th) of the employee's regular weekly salary. The actual work schedule and tour hours for "line" members shall be a rotating shift schedule consisting of the following:

24-hours on-duty, followed by 24-hours off-duty, followed by 24-hours on-duty, followed by 24-hours off-duty, followed by 24-hours on-duty, followed by 96-hours off-duty.

This rotating schedule will consist of on-duty shifts of 24-hours beginning at 0700 hours and ending at 0700 hours on the following day.

The District and the Union shall meet annually to discuss different variations of a 3-platoon, 56-hour per week schedule, and the parties may change the schedule by mutual agreement, provided it still results in a 3-platoon system/56-hour (average) workweek.

B. The Fire Marshal shall be designated as an exempt, salaried position. The Fire Marshal shall be assigned to a regular 40-hour workweek, consisting of four (4), ten (10) hour days each week. The regular workweek will be set as Tuesday through Friday, 0700-1700. The Fire Marshal will be permitted to work a Flex-Schedule with approval of the Chief. The mechanics of this schedule will be worked out between the Chief and the Union.

C. The Division Chief shall be designated as an exempt, salaried position. The Division Chief will be assigned to a regular forty (40) hour workweek, consisting of four (4), ten (10)

hour days each week. The regular workweek will be set as Monday through Friday, 0700-1700 with the actual days worked each week chosen by the employee the week before. During a training academy or a recruit school, the Division Chief shall work a five-day schedule consisting of Monday-Friday 0800-1600. If the Division Chief is permitted to fill a vacancy within the three-platoon system by the Chief or his/her designee, then the Division Chief may be eligible for overtime pay for such hours worked, subject to the same terms and conditions as firefighters assigned to the three-platoon system under this Agreement.

10. SUBSTITUTIONS/SWAPS/ MUTUAL AGREEMENTS

Any employee substituting for another employee shall not be considered on callback time or over time, and there shall be no compensation therefore. Substitutions shall not be permitted if they result in the District paying any overtime. Members requesting substitutions must do so in writing to the Chief, or his/her designee, on a form prepared by the District, which shall include, at a minimum, the firefighters involved in the substitution and the dates of the substitution. All substitutions must be repaid within ten (10) months of the initial substitution. No approval is required for substitutions, but the employee must fill out the appropriate form prior to the start of the shift. Any employee, while substituting for another employee, shall be considered to be on duty, in the employment of the District, and shall be 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/her normally assigned shift. However, time worked as a substitution shall not be considered as hours worked for the purposes of calculating overtime, while time taken off and replaced by a substitution at no cost to the district shall be credited as hours worked for the employee taking time off. If a firefighter is absent on the day, he/she is supposed to work a substitution for another, and it results in the District paying any overtime caused or created by the absence, then the District shall deduct one and one-half (1 ½) hours of sick leave from such firefighter for every one (1) hour of overtime caused by his/her absence (if the firefighter does not have such time available in his/her sick leave bank, then the District shall deduct such amounts from accrued vacation leave). Support personnel such as the Fire Marshal and the Division Chief may not substitute for employees working within the three-platoon system.

11. CLOTHING ALLOWANCE

A. All fire fighters will comply with the dress code as issued by a committee designated by the Chief of the department and the union. This dress code shall be designed for safety of all personnel, uniformity of appearance, and easy identification of district Fire personnel by the public. Each employee shall be responsible to wear presentable uniforms while on-duty for the fire district. Worn or faded clothing; torn clothing; stained shirts, pants, hats, jackets, etc. are not acceptable and are required to be replaced with presentable uniform apparel utilizing the individual's clothing allowance.

B. The District shall provide each new hire an allowance of up to \$1,200.00 to purchase an initial Class A and B uniform through an account with a vendor chosen by the District, upon appointment and successful completion of recruit school. All uniforms shall conform to the class contained in the appropriate edition of NFPA recommendations. As a condition of receiving this allowance, each new hire must execute an agreement with the District, which will require the individual to repay 100% of the cost to the District to purchase such items if he/she separates from the District within the first two (2) years of his/her appointment for any reason. Commencing in the firefighter's second year, he/she shall be eligible for the full \$700.00 clothing allowance as provided to other firefighters.

C. The District shall initially provide to all newly appointed employees assigned to the three-platoon system, two (2) badges, one small shirt badge and one larger coat badge, two (2) sets of collar insignias and all appropriate patches.

D. In the event that an employee is promoted or permanently assigned to a position other than his/her initial or presently assigned position, the District agrees to provide any additional uniform items, which may be required for the new position such as badges and collar pins, and to include new Class A hardware and accessories.

E. The District agrees to furnish the above-mentioned clothing and accessories as soon as practicable when such clothing is destroyed or mutilated in the line of duty and is not repairable or useable.

F. All employees assigned to the three-platoon system, and the Fire Marshal position or the Special Services/Support Division, shall be paid a clothing allowance of \$700 per year to purchase Department uniforms. Such clothing allowance shall be taxed as income, and it shall be issued in a separate check from payroll on the pay period following the employee's anniversary date. The employee should submit a request form at least two weeks prior to

his/her anniversary date to assure timely compensation.

G. For each (6)-month period that an employee is out of work, he/she will forfeit 50% of the payment.

H. All members of the bargaining unit shall be required to have a department prescribed Class A Dress Uniform. Each employee shall maintain a Class A uniform in serviceable condition and shall present such uniform to the District for inspection purpose when requested on an annual basis.

I. The Chief of the Department can require a Class A Dress Uniform for indoor details based on the type of said detail. For all types of fire watches (indoor and outdoor), and all outside details, the prescribed uniform shall be the Department's station uniform.

IIA. PROTECTIVE EQUIPMENT

The Fire District agrees to provide and maintain to its permanent 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.

All new employees shall be issued brand new protective clothing specifically ordered and fit for that employee. Protective clothing for new employees shall be ordered at least fourteen (14) days prior to the employee being placed on the platoon system. Recycling or re-issuing of protective clothing is not allowed. NFPA compliant PPE shall be assigned to the recruits' during the fire academy and for use during their initial assignments in the station.

Any uniform clothing or protective equipment, as 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 or which is in need of replacement, shall be ordered within fourteen (14) days of date of damage or notice of damage.

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.

12. 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. Local 3372 will work out the mechanics and choice of plans offered.

ARTICLE III COMPENSATION

1. SALARIES

- A. The parties agree that the District will implement bi-weekly payroll for the personnel of the Fire District
- B. All platoon Fire Fighters shall be paid their straight hourly pay amount for fifty-six (56) hours per week. This amount of fifty-six (56) hours shall be paid every week regardless of the actual scheduled hours in a given week. This pay schedule is due to the fact that all platoon Fire Fighters shall work an average of fifty-six (56) hours per week over an eight (8) week (seven (7) days per week) period.
- C. All platoon Fire Fighters, shall in addition to the terms set forth as cited-above in Section 5, sub-section (a), shall receive fourteen (14) hours pay, at half their straight hourly pay amount (half-time). This amount shall be paid to them every week regardless of the actual scheduled hours in a given week.
- D. All platoon Fire Fighters who work in addition to their normal schedule, shall receive overtime pay which shall be one and one-half (1-1/2) their hourly pay amount for all hours worked outside of their said schedule.
- E. The base salary of the Division Chief and the Fire Marshal shall be calculated on a forty (40) hour work week.
- F. The Division Chief and the Fire Marshal who work in addition to their normal schedule, shall receive overtime pay which shall be one and one-half (1-1/2) their hourly pay amount for all hours worked outside of their said schedule.
- G. Effective August 30, 2022, all personnel will receive a 3% pay increase. The bi-weekly salary scale attached hereto as Appendix B will be in effect for the full-time personnel of the Fire District.

2.0VERTIME

All platoon Fire Fighters and including the Division Chief and Fire Marshal who work in addition to their normal schedule, shall receive overtime pay which shall be one and one-half (1-1/2) their hourly pay amount for all hours worked outside of their said schedule.

3. 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 of pay for all of the legal holidays listed above in Art. 111, Section (3)(A). 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 occurs.

C. In addition to the holiday pay as outlined above, Support Division positions such as the Fire Marshal, Division Chief or the like, other than dispatchers will receive the holiday off with pay if the holiday falls on a regularly scheduled day on. Support Division Personnel shall take off the Friday following a holiday should the holiday fall on a regularly scheduled day off. This section shall apply to all of the legal holidays listed in Art. II, Section 2(A).

4. Procedures for Filling Vacancies for the 3 Platoon System:

Vacancies shall be assigned based on a member's seniority. The Chief of the Department shall keep a list, through the Officer in Charge of the shift. Said list shall be that of an equalized type list that will attempt to offer the same number of vacant shifts to all employees, regardless of platoon assignment. The bargaining unit and the Chief of Department shall design the mechanics of this list. If an employee is called and offered to fill a vacancy and refuses to fill said vacancy, he/she shall receive a refusal. Employees on vacation shall not be eligible to fill a vacancy 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 their regular shifts are not considered as being on vacation and the employee shall be offered to fill a vacancy and marked as a refusal or an accepted. Any employee that is attending a District required training or school etc., (regardless if the district is paying for the course or training, it must be required and not a voluntary course or training) will not lose their position on the list, should their name come up and shall receive a bye. Employees on Leave of Absence, Injured on Duty Status, or Military Leave for a period in excess of seven (7) shifts, shall not receive any byes. Employees on sick leave shall receive no more than two (2) byes during each leave. If an employee is called to fill a vacancy but cannot be contacted, he/she shall be rotated to the bottom of the list and the Chief, or his/her designee, shall attempt to contact the next firefighter on the list. All employees will be called at their telephone number of choice first. If no contact is made by phone, then the employee will be called at the number of second choice, if unable to reach the employee, a message shall be left and that 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 hours

of the start of the shift.

Notwithstanding the above, the Fire Chief has the authority to order any employee into work where an emergency exists or the Fire Chief determines, in his discretion, that it is necessary to have additional firefighters on duty.

Not more than one probationary firefighter shall be able to work any shift at the same fire station, unless authorized by the Chief. When a probationary firefighter is already scheduled for that shift, and the next available firefighter to fill a vacancy is on probation, the probationary firefighter will not be called to fill that vacancy and shall be skipped. The next eligible non-- probationary firefighter will be offered to fill the vacant shift.

The District agrees to use the following lists to fill vacancies on the three-platoon system and collateral duty.

1. PARTIAL-LIST- This list shall be utilized for vacancies of less than ten (10) hours.
2. FULL-LIST-This list shall be utilized for vacancies often (10) hours or more.
3. DETAIL LIST- This list is to be used to fill all Civic and Non-Civic Details.
4. COLLATERAL LIST- This list is to be used to fill all collateral duty assignments. The district agrees to maintain, through the Chief or his/her designee, an ordered back list that should start with the employee having least seniority ordered in first.

It is further agreed upon that the Chief and the union may work out the mechanics of the above lists and shall set policy/ general orders to accomplish such, as long as said policy does not conflict with the above. Additional lists may be added if needed, at the request of the union.

All scheduled vacancies shall be filled no earlier 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 member being ordered to work.

5. Procedures for Filling Vacancies for the Fire Marshal Division

A vacancy within the fire marshal division shall be filled on an as needed basis, determined by the Chief based on that day's scheduled workload; provided, any employee filling a fire marshal vacancy

must hold an Assistant Deputy State Fire Marshal certification. The initials (AFM) shall be placed next to all eligible employees' names on the Fire Marshal vacancy list. Only those persons shall be eligible to fill a vacancy within the fire marshal division. Such certification must be produced to the Fire Chief annually to be eligible to be on the list. Any employee that holds such certification shall also be subject to being ordered in to fill the fire marshal vacancy, in reverse seniority, if the Chief determines that the vacancy must be filled and the vacancy cannot be filled voluntarily.

If the Fire Marshal uses unscheduled leave, such as sick, comp time or personal leave, he shall make notification to the Officer in charge of the platoon at the time that he/she is reporting out on leave.

The officer in charge shall notify the Chief and obtain his/her approval prior to filling the unscheduled vacancy.

6. CALLBACK

A. Employees of the District, who are requested to respond to an off-duty call, or to respond back to "backfill" the fire stations or apparatus, and do so, shall be compensated for all hours actually worked on that call, with a (4) four hour minimum. Callback will be offered using the vacancy list(s) 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.

B. In all cases where employees of other fire departments outside of the town of Coventry have been called into the District under any mutual aid situation, the Fire District will, after one (1) hour, call back sufficient off-duty employees of the Fire District to assist such mutual aid fire fighters.

7. DETAILS, CIVIC AND NON-CIVIC

A. Whenever a member of the bargaining unit 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 Fire District, the detail shall be paid for by the individual, corporation or organization for whom said member is working. Employees so detailed shall be compensated for a minimum of four (4) hours at the rate of pay at which the current Coventry Police detail pay is, but not less than forty dollars (\$40.00) per hour, whichever is greater.

B. Any such non-civic detail occurring on Christmas Eve, New Year's Eve or any of the holidays listed in Article **111**, Section 2, shall be paid for at the rate of double and one half of the aforementioned rate for a minimum of four (4) hours.

C. Details shall be offered, by seniority basis, 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 Chief may order the least senior firefighter to work the detail. A detail list similar to that of the Overtime list shall be maintained at all times by the Chief of the Department, through his/her chain of command. Said list shall offer details and order backs equally to all eligible employees.

D. Whenever an employee of the District who has been assigned to a private or special detail is injured or contracted an illness in the course of such detail, he shall be considered as Injured On Duty and compensated by said 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 this injury, accident or illness, then the employee will be entitled to disability benefits and pension as expressed and contained within Article V, Section 5 of this agreement and as set forth in RIGL 45-19-1 or 45-19-1., 1956, as amended.

E. In the event any employee covered by this agreement is sued in any civil proceeding as a result of actions or inactions, 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.

F. 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, with the exception of a supervisor's vehicle.

G. Boat Details paid directly by the fire district shall be compensated at the rate of 25.00 per hour-with a four (4) hour minimum. If an employee is ordered to a boat detail, then the

employee shall be compensated at time and one half, or double time and one half if a prime holiday.

8. COURT ATTENDANCE

A. 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. 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 of the fire district.

B. The following expenses which may be incurred by an employee during a Court appearance, either on duty or off duty, shall be reimbursed by the District upon submission of reasonable and appropriate receipts for such expenses to the 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 per mile from the headquarters of the District for mileage will be at the current rate as set by the IRS.

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

10. There shall be no pyramiding of premium pay under any circumstances.

ARTICLE IV **LEAVE**

1. SICK LEAVE

A. GENERAL:

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 and state the reason for the

absence. Employees should give as much notice as possible to allow for notification of replacement. Failure to comply with this provision may result in disciplinary action. The Chief or his/her designee may require a physician's certificate, or other satisfactory evidence, in support of any request for sick leave after four (4) days of continued absence. Sick leave shall be deducted hour for hour.

1. Each employee shall accrue sick leave on a bi-weekly basis at a rate of 5.0768 hours every two (2) weeks.
2. Effective on or before execution of this Agreement, firefighters accumulated, unused sick leave shall be converted into hours at a rate of twelve (12) hours per shift.
3. The district shall maintain an accurate and up to date list of all sick leave accrued or used. This list shall be placed in the Officer in Charge office for review by each employee.

B. Credit for Sick Leave upon Separation of Service

I. Upon separation of service, the District will pay the fire fighter for 50% of the accumulated, unused sick leave, provided that the employee has completed at least twenty (20) years of continuous service to the District. Upon separation of service, the District will pay the fire fighter for 25% of the accumulated, unused sick leave, provided that the employee has completed at least fifteen (15) years of continuous service to the District. Upon the death of any active fire fighter, not occurring in the line of duty, the District will pay to the fire fighter's estate 50% of the fire fighter's accumulated, unused sick leave at the time of death. Dollar value shall be determined by multiplying the employee's most current hourly rate of pay by the number of unused accumulated hours of sick leave.

C. Accumulated Sick Leave on Death IN THE LINE OF DUTY

In any case where an employee covered by this Agreement dies in the line of duty leaving unused accumulated sick leave, the District shall pay within six months, 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 time of the employee's line of duty death. Dollar value shall be determined by multiplying the employee's most recent hourly rate of pay by the number of unused accumulated hours of sick leave.

2. 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 six (6) uses per calendar year. For the purpose of the section, family member shall be limited to 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.

3. DEATH IN THE FAMILY

A. 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 days following the burial of the deceased, except in cases where unusual travel distances exist, such period shall be extended for three (3) days, and provided further, that in cases of employees of the Jewish faith, 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, such period shall be extended for three (3) days.

8. 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.

4. PERSONAL LEAVE

A. All employees will be credited twenty-four (24) hours of leave each year for personal reasons. Personal leave will be credited as of January 1st, and must be used in 12-hour increments during that calendar year. The Division Chief and Fire Marshal shall receive one (1) personal day, valued at ten (10) hours, credited on January 1st. Personal leave not used during the calendar year it is accrued will be forfeited and cannot be carried into the next year. Employees shall not use personal leave if it results in the payment of any overtime.

8. If the District denies three (3) requests by an employee for personal leave during the year, the employee may be reimbursed for half of his/her personal leave balance at the end of the year, with such payment to be included in the first payroll of the following year.

C. For new employees, personal leave will be credited on January 1st following his/her hiring date.

D. The selection of personal days shall be at the employee's discretion; however, personal leave shall not be used if it results in the payment of any overtime. Personal leave may not be used on a prime holiday unless pre-booked at least thirty days in advance. An employee out on personal time may not be ordered-in to work.

E. 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 Officer in Charge office for review by each employee.

5. VACATION

A. General

I. Vacation for platoon firefighters shall be credited on the first day of January each year according to the following schedule:

VACATION SCHEDULE

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

2. 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 one (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.

2A. The Division Chief and Fire Marshal shall receive Twenty (20) vacation days annually, valued at ten (10) hours, credited on the first day of January.

3. Two (2) weeks' notice may be required for a vacation of four (48) hours or more at **one time.**

4. All employees shall select full cycle vacations by November 30 for the next calendar year according to Local policy. All remaining vacation time shall further be subject to Local policy, and must be scheduled by October 1 of each year. Any employee shall be allowed to change their vacation at any time, only if it does not interfere with another employee's schedule vacation time. Any conflict shall be resolved by seniority and local policy. The fire district shall post an accurate and up to date seniority list prior to October 31.

5. Vacation time credited on January 1st should be used by the end of that year, but may be carried over to the next year with the approval of the Chief. This vacation must be used within a two (2) year period.

6. 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 Officer in Charge office for review by each employee.

7. No more than two (2) employees per platoon will be allowed off on vacation at any **one time.**

8. During the following workweeks (Sunday to Saturday), however, up to three (3)

employees per platoon may be allowed off on vacation and/or compensation time at the same time:

- (a) The workweek that includes Thanksgiving;
- (b) The workweek that includes the July 4th holiday; and
- (c) The workweek that includes both December 24 and December 25; provided,

however, that in years where December 24 and 25 fall in two different workweeks (this occurs every 9 years), up to three (3) employees may be allowed off on vacation and/or compensation time per platoon at any one time during both workweeks.

9. Up to three (3) employees per platoon may be allowed off on vacation and/or compensation time at the same time during the shifts commencing on Memorial Day and Labor Day.

10. Employees with less than ten (10) years of continuous service 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.

B. ACCUMULATED VACATION LEAVE UPON SEPARATION OF SERVICE

Upon separation of service, full-time employees who have worked for the District for at least one (1) year may elect to have such unused accumulated vacation leave paid out in one of the following methods:

- 1. A one-time lump sum payment made to the employee in his/her final paycheck.
- 2. Deposited into the employee's PHEP account, to the extent permitted under IRS tax codes.
- 3. Deposited into the employee's Deferred Compensation account, to the extent permitted under IRS tax codes.

The terms of the disbursement shall be selected by the employee, in writing within seven (7) working days of separation of service.

6. TIME OFF FOR UNION BUSINESS

A. The President of Local 3372 and one (1) Executive Board member or delegate shall be allowed time off with pay or without the requirement to make up such time to attend the following Union functions as follows:

1. Monthly meeting of the Rhode Island State Fire Fighters Association
 2. Formal contract negotiations with District.
 3. Grievance, Arbitration, and/or discipline Hearings.
 4. Meetings mutually set by the District/Chief and the Union.
 5. **R.I** State Association of Firefighters Annual Convention.
 6. R.I. State Association of Firefighters annual Health & Safety Seminar
- B. The President of Local 3372, if scheduled to work, shall be allowed time off with pay or without the requirement to make up such time to attend the following union functions as follows:
1. Executive Board meetings of the local. Not to exceed one (1) meeting per month.
 2. Monthly meetings of the local. Not to exceed one (1) meeting per month.
 3. Executive Board Meetings of the R.I.S.A.F.F.
- C. The District will be required to replace the aforementioned Union officials if necessary to maintain minimum manning as set forth herein.
- D. If the president of the local is not an employee of the Central Coventry Fire District, then the above time off shall be extended to the Shop Steward or the local designee employed by the district and as authorized by the local President.

7. EDUCATIONAL LEAVE & OUTSIDE TRAINING APPROVAL

- A. 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 Chief of the department or the Board of Directors of the District.
- B. 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.
- C. All courses that the Central Coventry Fire District is willing to allow employees to attend will be posted at the station or electronically posted 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 employees.

D. A decision on who will attend if everyone cannot be approved will be decided by if it is **in** someone's job description (i.e., officers). All other available spots will be decided by seniority.

E. For FY2015, FY2016, FY2017, and FY2018, the district shall provide for no less than Two Thousand Dollars (\$2,000.00) annually for training of employees **in** the bargaining unit by outside instructors. Commencing in FY2019, the district shall provide for no less than Five Thousand Dollars (\$5,000.00) annually for training of employees in the bargaining unit by outside instructors. The training shall be limited to emergency services only and is separate and distinct from educational courses or college courses. The purpose and intent of this earmarked funding is to provide for the continual and ongoing instruction to train current personnel and employees in day-to-day operations such as **aerial ladders, pump operations, rope rescue, technical rescue, R.I.T training, officer development, and or similar operations.** This money shall not include the cost for EMT refresher training or training on any new equipment or cost for personnel to attend such trainings. Any personnel costs associated with said trainings shall be in addition to the above amount.

8. TUITION REIMBURSEMENT- Degree programs

A. 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 Board of Directors of 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 Board of Directors of 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. An employee must have at least three (3) years seniority with the District to be eligible to request any reimbursement herein. In no event shall the total annual aggregate cost to the District for reimbursement of books, fees, and tuition as provided herein exceed Five Thousand Dollars (\$5,000.00) for FY2015, FY2016, FY2017 and FY2018. Commencing in FY2019, in no event shall the total

annual aggregate cost to the District for reimbursement of books, fees, and tuition as provided herein exceed Ten Thousand Dollars (\$10,000.00).

B. In the event that more than 3 employees request educational reimbursement within the same semester, then each employee 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 part of the bargaining unit. Seniority shall determine which employee receives reimbursement should the funding become low.

C. Reimbursement shall be made within thirty days prior to the close of the district's fiscal year. Proof of successful completion of said course/class must be submitted for each class. Reimbursement shall be made by seniority regardless of whether or not the district/Chief has approved the course, provided funds are available. Reimbursement shall only be made for courses necessary to complete a degree in Fire Sciences, Emergency management, Weapons of Mass Destruction, Terrorism, or Emergency Medical Services.

Additional reimbursement for classes/courses not listed may be made if approved by the Board of Directors.

9. EXTENDED LEAVE OF ABSENCE

A. Extended or emergency leave of absence shall only be granted on the recommendation of the Chief with the approval of the Board of Directors. Any request for leave of absence shall be in writing and filed with the 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.

B. 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 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 Fire District Board of Directors.

10. MILITARY LEAVE

A. The District will grant any employee of the Fire District, at the time he/she is called to active duty with the Armed Forces of the United States, a leave of absence from his/her employment with the Fire 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.

B. Any employees of the Fire 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 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 an employee's gross pay received from the Armed Forces and his/her regular gross pay received from the District.

11. 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 Chief, or his/her next in command, and may be deducted from the employee's sick time.

12. EXTENDED SICK LEAVE POOL

The District agrees to establish and maintain an extended sick leave pool funded by Union donations of unused, accrued sick leave, which will be available to firefighters who have exhausted all other forms of paid leave and who are suffering from a serious health condition, as determined by the State and Federal family medical leave laws, that is preventing them from performing any duties for the District. The Chief, or his/her designee, shall manage and administer the extended sick leave pool. Due to the fact that the District has nullified any and all leave transfers that occurred within calendar years 2014 and 2015, the District agrees to initially fund the extended sick leave pool with five hundred (500) hours. The extended sick leave pool shall be subject to the following

conditions and limitations:

- a) Employees shall not be eligible for extended sick leave while on Injured-on-Duty leave;
- b) Employees shall be eligible for a total of no more than thirteen (13) weeks of extended sick leave (728 hours) every two (2) years;
- c) Employees may donate no more than sixty (60) hours of sick leave per year; and
- d) Any donation of leave made within one (1) year immediately preceding an employee's separation from service, for any reason, shall be deemed null and void.

13. LEAVE TRANSFERS

Employees shall not be permitted to transfer, exchange, loan or give accrued or unused sick leave, vacation leave, personal leave, or compensation time to another employee under any circumstances, unless otherwise specifically provided in this Agreement.

ARTICLE V **MEDICAL - PENSION**

1. MEDICAL AND DENTAL

- A. Each employee shall be eligible for a High Deductible Health Plan with a Health Savings Account. Employees shall have the following standard deductible: \$2,000 for an individual plan/ \$4,000 for a family plan or Subscriber-plus plan (e.g., subscriber/children plan, subscriber/I Child plan, and subscriber/spouse plan). Employees shall be responsible for paying the full deductible payment each year, with no contribution toward the deductible from the District. A summary plan description will be attached hereto as Addendum C. The District will advance to the employee's Health Savings Account in the first pay period of the fiscal year, a dollar amount as determined by the employee, up to \$2,000 for an individual plan, or up to \$4,000 for a family plan or a Subscriber-plus plan. The District's advance shall be repaid by the employee in approximately equal installments in each pay period during the fiscal year via pre-tax deduction. If an employee leaves service with the District, for any reason, the employee shall be responsible for repaying the District's advance in full, which the District may deduct from such employee's final paycheck. As a condition of receiving this advancement of funds, each employee shall be required to sign an authorization form allowing

the District to deduct any such amounts from his/her final paycheck upon separation. Each employee shall also be eligible for dental insurance (Delta Dental Premier Plan IIA) or a substantially equivalent plan), individual or family plan, as appropriate. A summary plan description will be attached hereto as Addendum B.

- I. 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. This District will outsource to a third-party claim's administrator, which will act as the agent for the district with regard to employee medical claims and reimbursement. The District shall select this third-party administrator after consultation with the Union.
 3. A minimum of one medical benefit card will be issued to the enrollee. A maximum of one medical benefits card will be issued for each individual that is age sixteen or older and is a qualified individual covered by the enrollee's plan. The enrollee must request these card(s) **in** an amount not to exceed the maximum number of qualified individuals listed on the enrollee's health plan, if the enrollee wishes to give such cards to the qualified individuals.
- B. Nothing contained herein prohibits the district from insuring medical and dental coverage from another carrier; provided, however, such coverage shall be substantially equivalent to the coverage listed in Addenda A, B, and C attached hereto. If the District seeks to insure such medical and/or dental benefits with a different insurance carrier, the District will first consult with the Union.
- C. The benefits as described in this section will be in force for the duration of this contract.
- D. Upon execution of this agreement, employees receiving health and/or dental insurance through the District shall be responsible for contributing 10% of the cost of their health and dental insurance premiums via pre-tax payroll deduction. The District agrees to reduce the employee health and dental premium contribution to the following percentages upon the District becoming a member of the Rhode Island interlocal Trust (: Trust"):

FY2015: 2 ½%

FY2016: 3 %

FY2017: 3 ½ %

FY2018: 4 %

FY2019: 4 ½%

FY2020: 5 %

If the District is not a member of the Trust at the time of execution of this agreement, the District will continue good faith effort to join the Trust as expeditiously as practicable. If, at any time, the District involuntarily loses the ability to enter and/or remain in the Trust, the employees will resume contributing 10% of the cost of their health and dental insurance premiums via pre-tax payroll deduction.

1A. MEDICAL INSURANCE OPT-OUT

A. Employees shall be given the option to elect to not receive medical insurance as provided in the contract. If an employee elects to opt out of medical insurance coverage totally, said employee will receive a lump-sum payment worth \$2,000 if the employee is eligible for an individual plan or \$4,000 if the employee is eligible for a family plan or a Subscriber-plus plan. The District shall disburse this payment in the last payroll of the fiscal year in which the employee elected not to receive medical coverage.

B. If an employee elects to opt out of coverage either in total or partially, he/she may elect to receive coverage under this article by opting back into the medical insurance plan in accordance with the terms of the plan.

2. LIFE & ACCIDENTAL DEATH INSURANCE

The District shall pay to Local 3372 a total of Eight Thousand Dollars (\$8,000.00) on February 1, each year, in lieu of providing life insurance to the members of the department. The Union shall indemnify and hold the District harmless for any breach of the Union's obligation under provisions of this paragraph, so long as the District funding has been provided to the local on or before February 1" of each year.

3. VISION CARE

A. The District shall provide each firefighter with a maximum of one (1) free eye

examination per year if such examination is not available to the firefighter through the medical coverage offered by the District. The Union's obligation to indemnify and hold the District harmless for any breach of the Union's obligations under the provisions of this paragraph shall continue for any vision care payments the District made pursuant to the terms of the parties' collective bargaining agreement that was in existence as of December 23, 2014. The Union shall not be obligated to indemnify and hold the District harmless for any instance where the District did not make the vision care payments that were required by the provisions of this agreement in effect at that time.

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

4. PENSION

A. 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-I-14 and 45-21-52. As of July 1, 2002, this contribution is (9%). The districts contribution shall be set by the State of Rhode Island's Municipal Employees Retirement System.

The District will provide all pension information and data that they receive from the Pension Board to IAFF Local 3372.

B. For computation purposes, retirement contributions shall consist of Base Salary, Proficiency/Incentive Allowance, 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 as set by the State retirement board.

C. 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.

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

A. Employees of the Fire District, active and retired, who are or have been injured or have

or had 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 as read April I, 2008. The Department 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 Department 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.

B. 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 an employee of the Department or a rescue squad, a report on the injury and treatment shall be made to the Chief of the Department or his/her Designee and become a part of the record of the Department.

C. 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 as read April I, 2008.

D. 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.

E. Any employee of the district that is unable to perform his or her duties in the fire department by reason of a disabling occupational cancer which develops or manifests itself during a period while the employee is in the service of the department, and any retired member of the fire 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.

F. 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 fire 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 department, 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.

G. 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 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, chapter 19 of title 45, as read April, 2008, and all other applicable statutes of the State of Rhode Island.

6. 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.

7. DISABILITY RETIREMENT

A. Employees covered by this agreement, who remain away from their regular employment as firefighters due to 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.

B. 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 not satisfied with the findings, request a further examination by a physician of their choice, at their expense.

C. 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.**

D. Accidental Disability Retirees:

(a) Firefighters who retire on an accidental disability pension shall receive one(1) individual health insurance plan in retirement for a maximum of fifteen (15) consecutive years or until they reach Medicare eligibility, whichever occurs sooner, with the retiree responsible for contributing 25% of the cost of such health insurance premium. For the purposes of this provision, eligible retirees shall receive the same health insurance plan (individual coverage only) as active employees (e.g., \$2,000 High Deductible Health Savings Account Plan, with the retiree responsible for the entire deductible).

(b) Firefighters who retire on an accidental disability pension and who are completely incapacitated, enrolled in SSDI, and incapable of performing any work in any capacity whatsoever shall be entitled to:

- (1) One Medicare supplement plan for the retiree for life;
- (2) Health insurance coverage for the retiree's spouse until such time as the retiree would have reached his/her twenty-fifth (25th) year of service had it not been for the disability, or until the spouse reaches Medicare eligibility, whichever occurs sooner; and
- (3) Health insurance coverage for any dependent children of the retiree until the age of 18, or until the age of 22 if they are full-time students, unless otherwise required by law.

The retiree shall be responsible for contributing 25% of the District's cost of providing such coverage under subsection (b)(1), (b)(2) and/or (b)(3) herein. For the purposes of (b)(2) and (b)(3) herein, health insurance coverage shall mean the same health insurance plan as active employees (e.g., \$2,000 (or \$4,000 if applicable) High Deductible Health

Savings Account Plan, with the retiree responsible for the entire deductible).

(c) Notwithstanding the foregoing subsections (a) and (b), accidental disability retirees (including their spouses and children) shall not be eligible for District sponsored health insurance under subsections (a) or (b) herein if either:

- (1) The retiree's gross annual earnings exceed twenty-five percent (25%) of his/her accidental disability retirement benefit; or
- (2) The retiree is eligible for equivalent health insurance through any other alternate source, (e.g., the retiree's own employment, the retiree's spouse's employment, Medicare).

(d) As a condition of receiving health insurance coverage under subsections (a) and (b) herein, all accidental disability retirees must:

- (1) Certify to the District at least annually on a form provided by the District that they do not satisfy the ineligibility criteria set forth in subsections (c)(1) and (c)(2) herein, and
- (2) Submit an executed waiver (on a form prepared by the District) allowing the District to access the retiree's complete medical files and tax returns.

E. Ordinary Disability Retirees - Firefighters who retire on an ordinary disability pension shall be allowed to purchase one (1) health insurance plan, (individual, subscriber-plus, or family plan, as appropriate), in retirement for a maximum of fifteen (15) consecutive years or until the retiree reaches Medicare eligibility, whichever occurs sooner, with the retiree responsible for the full cost of any such plan. For the purposes of this provision, such retirees shall be eligible to purchase the same health insurance plan provided to active employees (e.g., \$2,000 / \$4,000 High Deductible Health Savings Account Plan, with the retiree responsible for the entire deductible).

9. RETIRED EMPLOYEES BENEFITS

A. For employees hired on or after January 1, 2005, but prior to September 1, 2014, the District shall contribute 1.75% of each employee's base salary to his/her Post Employment Health Plan ("PEHP") account per year.

B. For employees hired prior to January 1, 2005, the District shall contribute 3.0% of each employee's base salary to his/her PEHP account per year.

C. For employees hired on or after September 1, 2014, the District shall contribute 1.0% of each employee's base salary to his/her PEHP account per year.

D. For each of the following individuals (Charles Bowen Jr., Kevin Cady, and Michael DeCesare), if he was eligible for Retirement Plan A and timely opted for Retirement Plan A, then in lieu of the foregoing District contributions to his PEHP accounts, the District agrees to provide him with the following post-employment health benefit: upon retirement from the District with twenty (20) or more years of service at any age, the retiree shall be eligible for one (1) individual health insurance plan in retirement for a maximum of ten (10) consecutive years or until the retiree is eligible for Medicare, whichever occurs sooner. For the purposes of this provision, such eligible retirees shall receive the same health insurance plan (individual coverage only) as active employees (e.g., \$2,000 High Deductible Health Savings Account Plan, with the retiree responsible for the entire deductible).

ARTICLE VI **GRIEVANCE-ARBITRATION**

1. GRIEVANCE PROCEDURE

A. Employee Grievances

In all cases, the matter will be taken up with the Executive Board of the Local and if in the judgment of the Executive Board, the nature of the grievance justifies further action, the Executive Board, through the President or his designee shall move the grievance to the next step.

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. 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;

Step2 The matter will be brought to the Chief for resolution. The Chief shall have seven (7) days after receipt of the grievance to act upon it. If it is not resolved;

Step 3 If the employee is not satisfied 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 local or executive board may file a grievance if the executive board or the president of the union believes that a member of the local, or the best interest of the local, 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 local or his designee, shall present the grievance in writing to the Chief of the Department 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 Chief of the department or his designee within ten (10) days of his/her receipt thereof;

Step2 The matter will be presented to the Board of Directors for resolution. If the matter is presented to the Board of Directors of the District, the Board shall have thirty (30) days after its receipt to act and decide upon it. If the union is not satisfied with the disposition of the grievance at this point, then 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 the 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

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

4. DURATION OF AGREEMENT

The terms of this agreement shall be for one (1) year commencing September 1st, 2022 through August 31st, 2023, In the event a new contract is not executed prior to the expiration of this Agreement, this agreement and all of its terms and conditions will remain in full force and effect until a new agreement is executed.

Appendix -A (attached hereto)

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Appendix-B (attached hereto)

Salary Schedule

Appendix -C (attached hereto)

Health Insurance Summary Plan Document

Appendix -D (attached hereto)


Dental Insurance Summary Plan Document

Appendix -E (attached hereto)


Participating Provider Network and Pharmacies

IN WITNESS WHEREOF, the Central Coventry Fire 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.

Board President for the Central Coventry
Fire District;


Ernie Pullano, President

For the Union;


Kevin E. McCann, President
IAFF, Local 3372


Date: 9-22-2022

Date: 9/22/22

Witness



Witness

* Now on Min. Maning to be furnished on 9-28-2022
 KMC

APPENDIX A

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APPENDIXB

| WAGES | | |
|--------------------------------|------------------------|------------------------|
| Position | Effective 8/31/2020 | Effective 8/31/2022 |
| | COLA | |
| | 3% | 3% |
| Division Chief | \$ 2,931.03 | \$ 3,018.96 |
| Fire Marshal | \$ 2,931.03 | \$ 3,018.96 |
| Platoon Commander/Captain | \$ 2,787.89 | \$ 2,871.53 |
| Lieutenant | \$ 2,508.08 | \$ 2,583.32 |
| Fire Fighter - Over 48 Months | \$ 2,386.29 | \$ 2,457.88 |
| Fire Fighter - Over 36 Months | \$ 2,159.44 | \$ 2,224.22 |
| Fire Fighter - Over 24 Months | \$ 1,967.73 | \$ 2,026.76 |
| Fire Fighter - Under 24 Months | \$ 1,775.99 | \$ 1,829.27 |

CBA APPENDIX C

BlueSolutions
The Blue Cross Blue Shield Company



2000/4000 Deductible Plan

Understanding Your Benefits

• Deductibles

You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:

- \$2,000 per individual plan;
\$4,000 per family plan
in network
- \$4,000 per individual plan;
\$8,000 per family plan
out of network

• Out-of-pocket Limits

To protect you from very high costs, your plan limits how much you could pay out of pocket for healthcare services. The following is the most you would pay for deductibles and coinsurance each year:

- \$2,000 per individual plan;
\$4,000 per family plan
in network
- \$12,000 per individual plan;
\$24,000 per family plan
out of network

The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

| What's Covered | What You Pay |
|---|---|
| Preventive Care | |
| • Adult preventive care | 0% in network |
| • Child preventive care | 40% per visit after deductible out of network |
| • Immunizations | |
| Primary Care Office Visits | |
| • Adult primary care | 0% per visit after deductible in network |
| • Adult gynecological exam | 40% per visit after deductible out of network |
| • Pediatric primary care | |
| Specialist Office Visits | |
| • Specialty care | 0% per visit after deductible in network |
| • Chiropractic (limit 12 visits per year) | 40% per visit after deductible out of network |
| • Routine eye exam (limit 1 visit per year) | |
| Outpatient Services | |
| • Medical/surgical care | 0% per visit after deductible in network |
| • Diagnostic lab, X-ray and imaging | 40% per visit after deductible out of network |
| • High-end radiology services, major diagnostics, and nuclear medicine (e.g., MR/CAT/PET) | |
| Inpatient Services | |
| • Acute care | 0% per visit after deductible in network |
| • Maternity | 40% per visit after deductible out of network |
| • Mental health | |
| • Chemical dependency | |
| • Rehabilitation (limit 45 days per year) | |
| Emergency Services | |
| • Hospital emergency care | 0% per visit after deductible in network |
| | 0% per visit after deductible out of network |
| | 0% per occurrence after deductible in network |
| | 0% per occurrence after deductible out of network |
| Ambulance | |
| | 0% per occurrence after deductible out of network |



| What's Covered | What You Pay |
|--|---|
| Urgent Care Center | 0% per visit after deductible in network 0% per visit after deductible out of network |
| Durable Medical Equipment | 0% per occurrence after deductible in network 40% per occurrence after deductible out of network |
| Physical/Occupational Therapy (limit 30 visits per year) | 0% per visit after deductible in network 40% per visit after deductible out of network |
| • Physical therapy • Occupational therapy • Speech therapy | |
| Prescription Drugs | 0% after deductible |

Beyond Benefits

When you sign in to your member page on BCBSRI.com, you have useful plan and wellness information at your fingertips.

Manage your plan:

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible.

Get healthy:

- Read about thousands of health topics in the Health Center.
- Learn how you can get the guaranteed lowest rate on gym memberships, as well as free one-week trial memberships.
- Access our Blue365™ wellness information and discount program.

Call Customer Service:

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TDD: 1-888-252-5051

Hours: Monday – Friday, 8:00 a.m. to 8:00 p.m., Eastern Time



www.bcbri.com

This is a summary of your BlueSolutions benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call our Customer Service Department. If you have questions about receiving medical care, please call your doctor.

500 Exchange Street • Providence, RI 02903-2695

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CBA APPENDIX D

DELTA DENTAL PREMIER PLAN II-A

The information listed here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary and in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office. These benefits are listed according to the level of coverage (i.e. 100%, 80%). Coverage for benefits with time limitations (i.e. 3, 12, 24, 36 or 60 months) is calculated to the exact day. Benefits are available the following day.

FOR MEMBERS AGE 19 & OVER

The annual maximum is: \$1200

The annual deductible is: \$0

Out of pocket maximum: N/A

FOR MEMBERS UNDER AGE 19

The annual maximum is: Unlimited

The annual deductible is: \$0

Out of pocket maximum: \$700 per child/\$1400 per family

Pretreatment estimates are recommended for underlined procedures.

Plan pays 100%; Member Coinsurance 0%

- Oral exams twice per calendar year
- Cleanings twice per calendar year
- Fluoride treatment for children under age 18 twice per calendar year
- Bitewing x-rays one set per calendar year
- Complete x-ray series or panoramic film every 60 months
- Single x-rays as required
- Sealants for children under age 18, once every 24 months on unrestored permanent molars
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings. Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
- Space maintainers once every 60 months for lost deciduous (baby) teeth
- Extractions and other routine oral surgery not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Relining or refitting of partial or complete dentures once every 60 months

Plan pays 80%; Member Coinsurance 20%

- Crowns over natural teeth, build ups, posts and cores - replacement limited to once every 60 months
- Periodontal maintenance following active therapy - two per year
- Bridges, build ups, posts and cores, crowns over implants - replacement limited to once every 60 months
- Partial and Complete dentures - replacement limited to once every 60 months
- Root planing and scaling once per quadrant every 24 months.
- Osteotomies (bone) surgery once per quadrant every 36 months (bone grafts are not covered).
- Gingivectomies once per site every 36 months.
- Soft tissue grafts once per site every 60 months
- Crown lengthening once per site every 60 months
- Surgical placement of endosteal implant and abutment, once per tooth site per lifetime.

Plan pays 50%; Member Coinsurance 50%; no lifetime maximum

Medically necessary orthodontic treatment due to a severe and handicapping malocclusion in a child under 18. Prior authorization is required to confirm that the child's condition meets the criteria for medically necessary orthodontics.

Dependent coverage - Dependent children are covered up until the end of the month that they turn age 26.