

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2725
AND
THE TOWN OF CUMBERLAND JULY 1, 2019 - JUNE 30, 2020

Contents

| | |
|---|----|
| AGREEMENT..... | 5 |
| PURPOSE..... | 5 |
| ARTICLE 1..... | 5 |
| RECOGNITION..... | 5 |
| ARTICLE 2..... | 5 |
| UNION SECURITY..... | 5 |
| ARTICLE 3..... | 6 |
| NON-DISCRIMINATION..... | 6 |
| ARTICLE 4..... | 7 |
| SENIORITY..... | 7 |
| ARTICLE 5..... | 7 |
| JOB BIDDING AND PROMOTIONS..... | 7 |
| ARTICLE 6..... | 8 |
| REDUCTION IN WORK FORCE..... | 8 |
| ARTICLE 7..... | 9 |
| PAY FOR WORKING IN OTHER CLASSIFICATIONS..... | 9 |
| ARTICLE 8..... | 10 |
| SUBSTITUTIONS..... | 10 |
| ARTICLE 9..... | 10 |
| MANAGEMENT RIGHTS AND PAST PRACTICE..... | 10 |
| ARTICLE 10..... | 11 |
| GRIEVANCE PROCEDURE..... | 11 |
| ARTICLE 11..... | 11 |
| MEDICAL INSURANCE..... | 11 |
| ARTICLE 12..... | 14 |
| HEALTH CLUB ALLOWANCE..... | 14 |
| ARTICLE 13..... | 14 |
| IMMUNIZATION..... | 14 |
| ARTICLE 14..... | 15 |
| MALPRACTICE INSURANCE..... | 15 |
| ARTICLE 15..... | 15 |
| INJURIES INCURRED THE LINE OF DUTY..... | 15 |

| | |
|--|----|
| ARTICLE 16..... | 16 |
| HOURS OF WORK | 16 |
| ARTICLE 17..... | 16 |
| NON-BARGAINING UNIT WORK, OVERTIME & CALL BACK | 16 |
| ARTICLE 18..... | 18 |
| MINIMUM PERSONNEL..... | 18 |
| ARTICLE 19..... | 18 |
| SICK LEAVE..... | 18 |
| ARTICLE 20..... | 19 |
| VACATIONS..... | 19 |
| ARTICLE 21..... | 20 |
| HOLIDAYS | 20 |
| ARTICLE 22..... | 20 |
| MATERNITY LEAVE..... | 20 |
| ARTICLE 23..... | 21 |
| PERSONAL LEAVE..... | 21 |
| ARTICLE 24..... | 21 |
| BEREAVEMENT LEAVE..... | 21 |
| ARTICLE 25..... | 21 |
| JURY LEAVE..... | 21 |
| ARTICLE 26..... | 21 |
| MILITARY TRAINING LEAVE | 21 |
| ARTICLE 27..... | 22 |
| LEAVE OF ABSENCE | 22 |
| ARTICLE 28..... | 22 |
| UNION ACTIVITIES | 22 |
| ARTICLE 29..... | 22 |
| BULLETIN BOARDS..... | 22 |
| ARTICLE 30..... | 23 |
| CLOTHNG/CLEANING ALLOWANCE..... | 23 |
| ARTICLE 31..... | 23 |
| PAY PLAN, CLASSIFICATION AND LONGEVITY | 23 |
| ARTICLE 32..... | 23 |

| | |
|--|----|
| PENSION | 23 |
| ARTICLE 33..... | 24 |
| CERTIFICATION, TRAINING AND EDUCATION..... | 24 |
| ARTICLE 34..... | 24 |
| LIFE INSURANCE | 24 |
| ARTICLE 35..... | 24 |
| ALTERATION OF AGREEMENT | 24 |
| ARTICLE 36..... | 25 |
| DISCIPLINE AND DISCHARGE | 25 |
| ARTICLE 37..... | 26 |
| TEMPORARY DISABILITY INSURANCE | 26 |
| ARTICLE 38..... | 26 |
| SAFETY | 26 |
| ARTICLE 39..... | 26 |
| ON THE JOB DEATH | 26 |
| ARTICLE 40..... | 26 |
| OFF DUTY DEATH..... | 26 |
| ARTICLE 41..... | 27 |
| OFF DUTY RESPONSE..... | 27 |
| ARTICLE 42..... | 27 |
| DETAIL TO OTHER DEPARTMENTS | 27 |
| ARTICLE 43..... | 27 |
| COURT TIME | 27 |
| ARTICLE 44..... | 27 |
| DETAIL PAY | 27 |
| ARTICLE 45..... | 28 |
| DURATION OF AGREEMENT | 28 |

AGREEMENT

In this Agreement entered into this day of 2019 by and between the Town of Cumberland, hereinafter to as the "Town", and IAFF LOCAL 2725, hereinafter referred to as the "Union", the parties hereby agree as follows:

PURPOSE

It is the purpose of this Agreement to carry out the personnel policy of the Town of Cumberland in encouraging a harmonious and cooperative relationship between the Town and the employees, by providing for procedures, which will facilitate free and frequent communications between the Town and the employees of the Town of Cumberland. By means of the Agreement, therefore, the signatories hereto bind themselves to maintain and improve and present standards of service to the people of the Town of Cumberland and agree further that high morale and good personnel relations are essential to carry out this end. The employees of the Town of Cumberland, as individual members of the Union, are to regard themselves as Public Employees, and as such, they are to be governed by the highest ideals of honor, loyalty and integrity in all their public, personal and official relationships in order that they may merit the respect and confidence of the general public.

ARTICLE 1

RECOGNITION

1.1 The Town of Cumberland recognizes local union 2725, International Association of Fire Fighters as the sole and exclusive bargaining agent for all permanent full time emergency medical service (EMS) employees of the Town of Cumberland under the Firefighter's Arbitration Act, in all matters pertaining to hours, wages, and working conditions.

ARTICLE 2

UNION SECURITY

2.1 Upon being hired, employees shall make one of the following elections with respect to their Union membership:

Option #1 - Employees may elect to become a member of the Union and shall pay membership dues and assessments as determined by the Union.

Option #2 - Employees may elect not to become a member of the Union.

2.2 Elections made under this Section shall be in writing with copies submitted by the employee to the Town and the Union.

2.3 An employee wishing to change their membership status may do so by providing written notice to the Town and the Union. The change in membership status shall take effect upon receipt of the notice by the Town and the Union.

2.4 The Town agrees to withhold from employees' pay any membership dues and assessments from each payroll check. These withheld amounts shall be transmitted to the Treasurer of the Union for the previous month's deductions, not later than the 29th of each successive month.

2.5 The Union agrees to indemnify and hold harmless the Town from any lawsuits, damages, judgments, results, ramifications and/or effects occurring pursuant to any deductions made regarding any membership dues and/or assessments made by the Town at the request of the Union.

2.6 The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any Agreement with any such group or organization, or with any individual, so long as the Union is the bargaining representative.

2.7 The Employer will not interfere with or discriminate in respect to any terms or conditions of employment against any employee covered by this Agreement because of membership in, or legitimate activity on behalf of the Union, nor will the Employer encourage membership in another Union.

2.8 The Employer agrees to the Union check off system whereby Union dues and Agency fees will be withheld from the employee's pay. Such withholdings are to be transmitted by check at intervals of no greater length than thirty-one (31) days made to the order of IAFF LOCAL 2725, P.O. Box 7311, Cumberland, RI 02864, and accompanied by a list of employees paid.

2.9 Upon receipt of a signed authorization from an employee, the regular monthly dues of the Union shall be deducted from such employee's pay. The Secretary/Treasurer of the Union shall notify the Department of Finance by certified mail of the amount of Union dues to be deducted.

2.10 The Union shall indemnify the Town and any Department of the Town and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Town or any Department of the Town for purposes of complying with the provisions of this article.

2.11 The Union agrees that it shall notify the Town at least thirty (30) calendar days in advance of any change in amount of Union dues to be deducted.

ARTICLE 3

NON-DISCRIMINATION

3.1 The Town agrees that it will not discriminate against, intimidate or coerce any employee in the exercise of his or her right to bargain collectively through the Union or on account of his or her membership in, or activities on behalf of the Union

3.2 The Town agrees it will not discriminate against any employee on account of race, color, sex or political beliefs.

3.3 The provision of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

ARTICLE 4

SENIORITY

4.1 Seniority shall be defined as the length of continuous service an employee has worked in any and all positions covered by this Agreement.

4.2 New employees shall remain probationary completion of twelve (12) months of a continuous service with the Town. Upon completion of said period, such employees shall enjoy seniority status and become permanent employees who will be eligible to join the Union. Employees shall have no seniority rights during this probationary period. Their employment may be terminated at any time during the probationary period at sole discretion of the Employer and neither the reason for the disciplinary action, discharge, layoff or dismissal shall be subject to the grievance or arbitration procedures provided for in this Agreement.

4.3 Whenever a choice or preference exists between or among employees within the bargaining unit, excluding promotional opportunities, then the employee or employees with more seniority shall be given preference.

4.4 A seniority list shall be provided to the Union during the first week of January and the first week of July in each year. Employees hired on the same dates shall have their seniority determined by lottery.

4.5 An employee's length of service (seniority) shall not be terminated or reduced but shall continue to accumulate during authorized leaves of absence with or without pay.

4.6 Seniority shall be considered lost and employment terminated for the following reasons:

- a. When an employee has been discharged for just cause;
- b. When an employee voluntarily terminates his/her employment;
- c. When an employee fails to respond to a recall notice;
- d. When an employee fails to report his/her absence from work within five (5) working days;
- e. When an employee fails to renew a leave of absence;
- f. When an employee is laid off in excess of twenty-four (24) months from the date of his/her most recent layoff.

ARTICLE 5

JOB BIDDING AND PROMOTIONS

5.1 For the purpose of this article, a permanent vacancy is created when the Town decides to increase the force and/or fill a new position(s).

5.2 Notice of permanent bargaining unit vacancies shall be posted on bulletin boards for seven (7) calendar days. Such notice shall state the position, classification, shift, work location, assignment and rate of pay for the job. Filling of shift vacancies be will done by a bid at the first union meeting in November of each year. Each private will be able to bid his/her existing partner unless another private of more seniority wants to bid that particular position on particular shift.

5.3 The first ninety (90) days on the new job shall be considered a "trial period". If Town determines that the job is not being performed in a satisfactory manner, the employee shall be returned to his former job.

5.4 Promotions of members of the bargaining unit shall be based on competitive examinations. All reasonable efforts shall be made by the Town to conduct the examination within 60 days of a vacancy.

The examination shall be composed of the following parts:

- a. Written Examination: 80%
- b. Oral Examination: 10%
- c. Seniority: 10%

An employee shall receive one (1) point for each year of service with the Town as an EMS Employee to maximum often (10) points. The top person on a promotional list shall be the one who is promoted. If a position for which there is a promotional list becomes temporarily vacant then the top person on the promotional list shall be assigned to the position on an acting basis. All promotional lists shall remain in effect until the list becomes exhausted. In the event that there is no active promotion list, the vacancies shall be filled on a temporary acting basis by seniority of the privates within the membership.

5.5 A Members must have at least three (3) continuous years of service with Cumberland EMS Service prior to taking the competitive examination for Lieutenant.

5.6 No member will be eligible to take the competitive examination for Captain unless he or she has at least three (3) continuous years of service as a Lieutenant.

5.7 No member will be eligible to take the competitive examination for Deputy Chief unless he or she has at least three (3) continuous years of service as a Captain or six (6) years as a Lieutenant.

ARTICLE 6

REDUCTION IN WORK FORCE

6.1 The Town, in its discretion, shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order.

- a. Probationary employees and
- b. In the event of further reductions in force, employees will be laid off from the affected classifications in accordance with their seniority and their ability to perform the remaining work available without further training.

6.2 Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

6.3 If an employee is recalled to a position in a lower rated job classification, he or she shall have the right to return to the job classification they held prior to being laid off in the event it subsequently

6.3 If an employee is recalled to a position in a lower rated job classification, he or she shall have the right to return to the job classification they held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The Town shall not hire new employees in the bargaining unit as long as there are employees on the recall list who are presently qualified to perform the work in the affected area of classification and are willing to be recalled to said classification.

6.4 If a recall to work does not reasonably assure the employee of four (4) weeks of continuous work, a failure to accept will not be considered a refusal. Upon return to work, a recalled employee shall receive that salary which applied to the position to which they return.

6.5 Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail, provided that the employee must notify the Town after receiving notice of recall. The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Town with his or her latest mailing address.

6.6 Notwithstanding the above, it is agreed during the term of this contract there will be no layoffs which will result in less than sixteen (16) full time employees excluding the Chief.

ARTICLE 7

PAY FOR WORKING IN OTHER CLASSIFICATIONS

7.1 The Town may assign employees to perform the duties of a position classification in the EMS Service in a lower or higher pay grade.

7.2 Any employee who works in a higher classification in the EMS Service for a minimum of one (1) full tour of duty (cycle) or more, shall receive the regular rate of pay of the higher classification for the hours actually worked.

7.3 No Employee, when assigned to a lower classification in the EMS Service shall suffer a reduction in his or her regular rate of pay.

7.4 The following stipends will be paid annually to the members holding these positions:

- a. Training Officer \$500.00
- b. IT (Computer Tech) \$250.00
- c. Supply Officer \$250.00

One-half of the stipends shall be paid on July 1 and one-half on January 1 of each year.

ARTICLE 8

SUBSTITUTIONS

8.1 Employees may be allowed to arrange for substitutions with other bargaining unit employees. Employees shall provide the Chief or Designee a copy of the appropriate department substitution form.

8.2 The Union agrees that there will be no overtime or premium pay liability on the Town due to any substitutions which are made.

8.3 Failure by employees involved with a substitution to submit the required paperwork will be a violation of this Agreement and result in progressive discipline.

ARTICLE 9

MANAGEMENT RIGHTS AND PAST PRACTICE

9.1 It is understood and agreed that the Town of Cumberland has the sole power to manage and control the operations of its work force and has the right to issue rules and regulations subject to the terms and conditions of the Agreement and also established past practices. For the purpose of this Agreement, a past practice is accorded the equivalent force of express meaning within a contract only when the number of occasions of unvarying application over a reasonably extended time demonstrates a knowing and willing acceptance by both parties of a consistent and identical outcome.

9.2 The rights of the Employer, through its management officials, shall include but are not limited to, the following:

- a. The right to determine its mission, policies, and to set forth all standards or services offered to the public;
- b. To plan, direct, control and determine the operations or services to be conducted by its employees,
- c. To determine the methods, means and number of personnel needed to carry out the department's mission;
- d. To direct the working forces, included the right to assign work or overtime; (e) To hire and assign or to transfer employees within the EMS Service; (f) To promote, suspend, discipline or discharge for just cause;
- e. To lay off or relieve employees due to lack of work or funds or for other legitimate reasons;
- f. To make, publish and enforce rules and regulations;
- g. To introduce new or improved methods, equipment or facilities; and
- h. To take any and all actions as may be necessary to carry out the operations of the employer in situations of civil emergency.

ARTICLE 10

GRIEVANCE PROCEDURE

10.1 A grievance shall be defined as a complaint by an employee or group of employees (with regard to a single common issue "Class Action") that there has been a violation, misinterpretation or misapplication of this Agreement. The grievance procedure shall be as follows:

STEP 1: An employee (s) shall submit the grievance in writing to the immediate supervisor within five (5) business days of the occurrence or knowledge of the occurrence of the issue that gave rise to the grievance. If the written grievance is not submitted within such time, it shall be deemed waived. The immediate supervisor shall have five (5) business days to respond in writing. In the event of a "class action" grievance, the Union President shall sign and submit the grievance.

STEP 2: In the event the grievance is unresolved at Step 1, the grievance shall be submitted to the Mayor within five (5) business days of the completion of the procedure set forth in Step 1. The Mayor shall meet with the aggrieved parties within seven (7) business days of his/her receipt of the grievance and shall have five (5) business days from the date of the hearing to submit his/her written decision.

STEP 3: In the event the grievance is unresolved at Step 2, the Union shall have the right to submit the grievance to arbitration to the American Arbitration Association. The parties may mutually agree to an alternative method of arbitration. The expense of the arbitration shall be equally divided by the parties. Submissions to arbitration must be made within thirty (30) calendar days of when the Step 2 answer to the Union is due. In cases of suspension or dismissal, the grievance shall commence with Step 2 of the Grievance Procedure.

ARTICLE 11

MEDICAL INSURANCE

11.1 All employees covered by this Agreement shall be offered Medical Coverage to be paid for by the Town equivalent to that provided in the past contracts for the periods July 1, 2007 to June 30, 2013.

11.2 Employees shall be allowed to choose either individual or family coverage.

11.3 All employees covered by this Agreement shall be provided dental coverage equivalent to that provided in the past contracts for the periods July 1, 2007 to June 30, 2013.

11.4 Employees who receive medical coverage from an Employer other than the Town shall be paid cash in lieu of medical/dental coverage that is waived. The cash in lieu will be paid bi-weekly over the calendar year. The cash in lieu for both Individual/Family plans are as follows:

- a. Individual Coverage: \$1000.00 year or \$38.46 bi-weekly
- b. Family Coverage: \$2000.00 year or \$76.92 bi-weekly

Employees whose spouses work for the Town shall receive 1 family plan.

11.5 All new employees, after the completion of one (1) month of continuous employment, shall be provided with the health care coverage provided in and subject to the language set forth in Article 11. Said coverage shall be paid for by the Town and provided to said employees even though they have not completed their twelve (12) month probationary period.

11.6 When any permanent employee is absent from work due to any non-job related illness, disability or leave of absence, the Town will continue to pay for the medical insurance provided in this Article for said employee during that period of time when the employee is utilizing his/her accrued vacation and/or sick leave or the provisions of Section 19.12 of this Agreement. When said employee has utilized all vacation and/or sick time due him/her, the Town shall no longer be responsible for payment of monthly medical insurance premiums. It shall be the employee's responsibility to pay said premiums at that time.

11.7 Alternate Medical Coverage. During the term of this Agreement the Town may provide alternate medical insurance coverage that is substantially equivalent to all aspects of the total benefits, total services, total utilization features and total portability of the present Blue Cross Blue Shield Healthmate Coast to Coast coverage, Delta Dental and other coverages set forth in Article 11 as modified by the parties and provided for by Blue Cross and Blue Shield of Rhode Island. Prior to any change in medical coverage from the above identified plans, the Town shall meet with the Union and demonstrate that the alternative medical insurance plan(s) meet all the criteria listed herein. Any dispute between the parties over the alternate medical coverage change may be grieved and, if necessary, be arbitrated as provided for in Article X of the Collective Bargaining Agreement prior to any change in medical insurance coverage affecting any of the employees covered by this Agreement.

11.8 Health Savings Account (HSA)

- a. Effective as of January 1, 2014 and thereafter, the Town shall institute and administer, through Blue Cross Blue Shield of Rhode Island, an IRS qualified high-deductible "Health Savings Account" (H.S.A.) Plan with the same Blue Cross Blue Shield Healthmate Coast to Coast coverage benefits described herein, with a \$2000 (Individual)/ \$4000 (Family) annual (calendar year based) deductible applicable to all covered Healthcare Services. As of January 1 of each calendar year, the Town shall fully fund each Member's HSA Deductible Account (i.e. with \$2,000 for individual plans and \$4,000 for Family Plans).
- b. Commencing as of January 1 of each calendar year and on a bi-weekly basis throughout the calendar year, members covered by the Collective Bargaining Agreement shall "reimburse" the Town for part of his/her deductible account funding through payment of a bi-weekly Pre-Tax payroll healthcare contribution payment in an amount equivalent to 50% of the \$2,000 for individual plans and 50% of the \$4,000 for family plans.
 1. Individual Plan bi-weekly contribution: \$38.46
 2. Family Plan bi-weekly contribution: \$76.92
- c. Members shall "reimburse" the Town \$1,125.00 for an individual plan and \$2,250.00 for a family plan on a bi-weekly basis effective July 1, 2017.
 1. Individual Plan bi-weekly contribution: \$43.26
 2. Family Plan bi-weekly contribution: \$86.53

- d. Members shall "reimburse" the Town \$1,250.00 for an Individual plan and \$2,250.00 for a family plan on a bi-weekly basis effective July 1, 2018.
 1. Individual Plan bi-weekly contribution: \$48.07
 2. Family Plan bi-weekly contribution: \$96.15
- e. Commencing as of January 1 of each calendar year and on a bi-weekly basis throughout the calendar year, members hired after July 1, 2013 shall "reimburse" the Town for his/her deductible account funding through payment of a bi-weekly pretax payroll healthcare contribution payment in an amount equivalent to 100% of the \$2,000 for individual plans and 100% of the \$4,000 for family plans.
 1. Individual Plan bi-weekly contribution: \$76.92
 2. Family Plan bi-weekly contribution: \$153.85
- f. Should any new member hired after July 1, 2013 not be eligible to participate in the HSA plan due to any federal law that would prohibit participation, that member shall be provided the present health/dental coverage as described in Sec. 11.7 above and shall contribute to the Town an amount equal to 20% of the cost of said health/dental coverage not to exceed the sum of \$2,000 for an individual plan and \$4,000 for a family plan on a biweekly basis.
- g. On and after January 1, 2014 any new member who is hired who is not eligible to participate in the HSA plan, if not permitted by federal law or the health care provider, until the following January 1st, shall receive the same health/dental coverage and make the same contributions as described in Sec. 11.8 (d).
- h. Should any member hired after January 1, 2014 or in any calendar year thereafter be allowed to participate in the HSA plan, the Town's contribution will be adjusted and prorated accordingly as will the new member's contributions to the Town.
- i. Any member who receives an HSA deposit from the Town in his/her account on January 1 of any year and leaves the Town's employ during that calendar year, shall be responsible for paying the Town any portion of the HSA deposit not already reimbursed. The Town may deduct any such sums owed it from any monies due to the employee upon separation from employment.
- j. The HSA is an alternative to the present health care plan afforded all town employees, but shall be the primary plan for the EMS Service. Qualified employees may make tax free payroll contributions to pay for certain out of pocket medical expenses. These Funds are deposited into a custodial account and can result in actual reduced health care cost through use of a required High Deductible Health Plan. Any funds deposited and not used by an employee remain in the custodial account throughout the term of employment and are available to the employee upon termination or retirement.
- k. Any and all costs associated with the administration of debit card for the (HSA) from the third party company, London Health Administrators, or successor, shall be borne by the Town.

The Town agrees to provide all members and their family members (if applicable) with initial debit cards at no cost to said members. The Town also agrees to provide said members with an allotment of "checks" at the members' cost to also be utilized for payment of medical deductibles, pursuant to the (HSA). The allotment of checks will be provided at the members' request and cost.

Any charges associated with replacing said debit card to members or their family members shall be borne by the members.

11.9

- a. "Any member of the EMS Service who, as a result of any injury incurred or illness contracted in the performance of his/her duties pursuant to G.L. 45-19-1, as a member of the EMS Service, and determined to be permanently totally disabled from performing his/her duties shall be provided family or individual health care coverage, whichever is needed by said member upon retirement."
- b. Said coverage shall be the same as provided to the members of the EMS Service at the time of retirement or as thereafter changed from time to time for active members, or shall be substantially equivalent to the coverage afforded active members as set forth in Sec. 11.7.
- c. "Should said retired disabled member qualify for the same or equivalent health care coverage through any subsequent employment, the Town shall no longer be required to provide said coverage. Additionally, should the retired disabled member's spouse qualify for equivalent health care coverage, the Town shall no longer be required to provide the spouse with coverage." If there is a coverage gap as to service or benefit level the Town shall have the option of covering said gap at no additional cost to the member or provide the Town healthcare plan.
- d. Any such coverage shall end at age 65.
- e. Disability determination is to be made by three (3) physicians engaged by the State of Rhode Island Retirement Board as defined in G.L 45-21-2 (16) and such other investigations that the Town and State retirement board may make and, further, shall meet all of the eligibility requirements, standards and criteria which the state retirement board may establish for the determination of disability.

ARTICLE 12

HEALTH CLUB ALLOWANCE

12.1 The Town will reimburse an employee one-half of the cost of an annual health club membership up to a maximum annual amount of \$300.

ARTICLE 13

IMMUNIZATION

13.1 In the event an employee is exposed to a contagious disease while in the course of his/her duties, the Town shall pay for tests and immunization shots for the employee and members of the employee's family with whom the employee resides in accordance with CDC Recommendations. In addition to the above-mentioned members of the Department shall be screened for Hepatitis B Titer every two (2) years and receive a booster shot if necessary and, further, PPD screening twice per year at the Town's expense.

ARTICLE 14

MALPRACTICE INSURANCE

14.1 The Town shall continue in full force, malpractice liability insurance of \$1,000,000 for each member of the bargaining unit, and the Town will provide a copy of the insurance policy to the Union.

ARTICLE 15

INJURIES INCURRED THE LINE OF DUTY

15.1

- a. Members of the EMS Service who are injured or contract an illness in the line of duty shall receive full salary while their incapacity exists, or until they are placed on Disability Retirement in accordance with applicable State law, including the provisions of RIGL 45-19-1 at the time of suffering the injury or contracting the illness and applicable Town ordinances, or until the member returns to duty. All injuries and illnesses contracted in the line of duty or occurrences of said injuries or illnesses shall be reported as required by Departmental regulation.
- b. In such instances as required by statute or ordinance, the Town shall pay for all medical care and hospitalization of those members who are injured or contract illness in the line of duty, but shall pay only those amounts in excess of payments made through the present medical provider or the equivalent as herein provided.

15.2 Heart Disease Presumption. It shall be presumed that any member who shall suffer from hypertension that said illness was incurred in the line of duty.

15.3 Disability Retirement. In accordance with the provisions of R.I.G.L. 45-19-19, the parties to this Agreement agree that the Mayor will submit a disability retirement ordinance to the Town Council for consideration.

15.4 Medical Care for Injuries Incurred in the Line of Duty (IOD).

- a. When a member of the EMS service has suffered a minor injury in the line of duty, which does not require the care of a physician, a report on the injury and treatment shall be made to the Chief of the department in accordance with regulations.
- b. If a member of the EMS service has suffered an initial or service-connected injury or illness, the member shall be entitled to an examination by the physician of his/her choice. In order for any member to be initially carried IOD he/she must seek medical attention for their injury within a reasonable period not to exceed seventy-two (72) hours following the injury and shall submit a statement/report from the hospital or treating physician to his/her commanding officer. This statement/report must indicate a diagnosis and whether or not the member is able to remain on duty or is to be relieved of duty, and if relieved of duty, the length of time for which the member is so relieved. Doctor's notes/reports that simply state that a member will be out of work for a period of time, and do not also provide a diagnosis, will not be accepted. Until an updated note/report is received the member will not be carried on IOD status and will be placed on sick leave or leave without pay if the member has no available sick time. A hospital or

- treating physician's note which relieves a member for a specific period of time, (i.e. two days), is valid only for the period, even if that period constitutes a member's days off.
- c. At the conclusion of the specified period of initial excused absence, the member is expected to resume regularly scheduled duties. If the member intends to remain IOD beyond the initial period, an additional statement from a medical doctor is required in order for the member to remain on IOD status. In the event the member remains out of work beyond the initial period without submitting another medical note substantiating the reason for the continued absence, the member shall be taken off IOD status and will be carried on sick leave or leave without pay if the member has no available sick leave.

ARTICLE 16

HOURS OF WORK

16.1 The regular scheduled work week for EMS Employees shall be a twenty-four (24) shift schedule with four (4) Platoon system and a 42.5-hour work week. The schedule shall follow as such: one (1) twenty-four (24) day/night on; followed by one (1) twenty-four (24) day/night off; followed by one (1) twenty-four day/night on; followed by five (5) consecutive twenty-four (24) day/night off.

16.2 No employees shall be allowed to work greater thirty-eight consecutive hours except in extenuating circumstances as determined by the Chief. Department approved or required educational or training programs occurring during the normal work cycle shall count as hours worked for purposes of this section.

16.3 Deputy Chief. The Deputy Chief's normal work week will be four ten (10) hour days, Monday through Friday with a floating day off. The Town will make every effort to maintain the Deputy Chief's normal work week but reserves the right to require the Deputy Chief to work night or weekend shifts. The Deputy Chief will cover shift vacancies during weekdays. If this causes him or her to be unable to take a day off during that work week, he or she is to take the next scheduled workday when there is no other vacancy. The Deputy Chief shall assume the duties of the Chief in case of absence or vacancy of the Chief.

16.4 Any employee who works more than forty-eight (48) hours in an eight (8) day cycle shall be paid at the rate of time and one half.

ARTICLE 17

NON-BARGAINING UNIT WORK, OVERTIME & CALL BACK

17.1 Employees who are not members of this bargaining unit shall not perform work that is normally performed by bargaining unit members, except in the following:

17.2 The Town of Cumberland agrees to compensate employees who work in excess of their normal working hours at time and one-half of the employee's straight time.

17.3 Overtime shall mean any work over the normal ten (10) hour work day or fourteen (14) hour work night.

17.4 All requests for time off shall be submitted to the Chief on the department approved request form. The date the form is received by the Chief or his or her designee shall be considered the date of request and date of submission. On time off requests, permanent EMS personnel shall be offered overtime to fill any position that needs to be filled. If all permanent employees decline the shift, per diem employees may be called to fill the shift. The Town shall also have the right to call per diem employees to fill a vacancy occurring when a full-time employee is absent from work for more than two (2) cycles due to illness, disability or leave of absence. By way of example, if a full time employee is absent for two (2) cycles consisting of two (2) days and two (2) nights and is unable to return to work at the start of the next cycle, the Chief shall be able to call per diem employees.

17.5 In the event it is necessary to call back permanent employees for overtime, there shall be established a department wide seniority list which shall be used for such overtime callback, and this list shall be followed in rotation.

17.6 In the event an employee refuses overtime, the employee will be charged for distribution purposes, and the overtime assignment will be offered to the next employee on the rotating seniority list.

17.7 In the event all permanent EMS personnel refuse overtime, per diem personnel may be used at the sole discretion of the Chief, or a permanent employee shall be ordered to work. A mandatory callback list of all permanent employees shall be maintained and followed in rotation.

17.8 A vacation shift shall not be granted for Christmas Eve night, Christmas day, Christmas night, New Year's Eve night, New Year's Day, Easter Eve night, or Easter day, Easter night, and Thanksgiving day, or night if a member must be ordered back to work. If a member must be ordered back to work, the person requesting the time off must take the entire cycle off. If the one (1) shift can be filled without ordering a member back said employee does not have to take the entire cycle off.

17.9 Shift over-runs and call back coverage may be taken as compensatory time at the rate of time and one-half. Compensatory time may be used during weekdays only when the Deputy Chief is working. The maximum accumulation of compensatory time shall be forty-eight (48) hours. Once compensatory time off has been granted by the Town it shall not be revoked.

17.10 Employees covered by this Agreement, who are called back by the Mayor, the EMA Director, Chief, or the Deputy Chief, for emergencies and training shall be compensated for at least for (4) hours at the rate set forth in Article 17.2 and shall not be required to perform any other duties during said time.

17.11 The Town agrees that per diem employees shall be licensed as a Paramedic. Said per diem employees will also be required to pass the State of Rhode Island firefighter ability test and possess a valid certificate prior to appointment. A per diem employee will not be eligible to work a shift with a full-time member who has less than one (1) year of employment with the Cumberland EMS Service. This provision shall not be applicable when it becomes necessary to schedule three (3) or more full-time members having less than one (1) year service and/or per diem employees to any shift.

ARTICLE 18

MINIMUM PERSONNEL

18.1 There shall be a minimum of two (2) employees scheduled to work on all shifts.

ARTICLE 19

SICK LEAVE

19.1 All members of the bargaining unit employed continuously by the Town for at least six (6) months, shall be entitled to sick leave with pay. Compensation for sick time shall equal twelve (12) hours for each sick day. Sick leave shall be granted for the following reasons only:

- a. Personal illness or physical incapacity to such an extent as to be rendered unable to perform the duties of his or her position.
- b. Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only.

19.2 Sick leave with full pay for the members of this bargaining unit shall be computed at the rate of eighteen (18) shifts per year.

19.3 A doctor's certificate may be required, at the option of the Town, of any employee after three (3) consecutive days of sick leave, or three (3) cumulative days of sick leave in a six (6) month period. The cost of obtaining such medical proof shall be paid for by the Town.

19.4 Sick leave shall be payable only with respect to a workday on which the employee would otherwise have worked, and in no event apply to an employee's scheduled day off, unscheduled holiday, vacation, leave of absence or to any day for which an employee has received full pay from the employer.

19.5 A doctor's certificate or other medical proof satisfactory to the Town may, at the option of the Town, be required of an employee returning from two (2) consecutive days of sick leave as proof of such employee's fitness for work.

19.6 Any employee returning from injury on duty leave may, at the option of the Town, be required to undergo a physical examination at the expense of the Town, by a doctor chosen by the Town as proof of such employee's fitness for work.

19.7 Sick leave may be accumulated up to one hundred eighty (180) shifts for all full time employees covered by this Agreement.

19.8 Employees shall receive a maximum of fifty (50%) percent of accumulated sick leave at the time of retirement. Compensation for a shift of sick leave as set forth in 19.1 and this section shall equal twelve (12) hours of pay for each shift.

19.9 All sick leave provisions pursuant to this article shall be waived if the employee's injury occurs while in the employ of another employer other than the Town of Cumberland EMS Service with the exception of 19.2 which shall be considered frozen as of the time of such injury and shall not begin to accumulate again until the employee returns to employment with the EMS Service.

19.10 The Town agrees to buy back sick time on an annual basis paid in a separate check the first pay period after the anniversary date of employment according to the following schedule:

- a. Two (2) days if no sick time has been used in the prior year.
- b. One (1) day if one (1) day of sick time was used in the prior year.

19.11 The Town will buy back sick time at the rate of straight time. Any sick days bought back by the Town not be deducted from the employee's accumulated sick time.

19.12 In case of off-duty long term illness or injury involving an extended absence, the union may request transfer of accumulated sick time from other employees to the injured employee to be granted at the discretion of the Chief, such request may not be unreasonably denied.

19.13 Sick leave may also be granted for attendance upon a member of the family within the household of the employee whose illness requires the care of such employee, provided that not more than seven (7) working days, with pay, may be granted for this purpose in any one calendar year.

ARTICLE 20

VACATIONS

20.1 All employees of the Cumberland EMS Service shall receive vacation with pay according to the following schedule:

| | |
|----------------------|------------------|
| 6 months to 1 year | 1 week vacation |
| 1 year to 4 years | 2 weeks vacation |
| 5 years to 9 years | 3 weeks vacation |
| 10 years to 14 years | 4 weeks vacation |
| 15 years to 19 years | 5 weeks vacation |
| 20 years or more | 6 weeks vacation |

*One (1) week is to be one (1) tour of cycle, i.e. 24-hour day/night ON; followed by 24-hour day/night OFF; followed by 24-hour day/night ON followed by 5 consecutive 24-hour day/night OFF.

20.2 Each employee shall be permitted to carry over to the next year up to two (2) cycles of vacation time.

20.3 Each employee will receive payment at straight time for unused vacation time. Payment for unused vacation time must be requested in writing to the Chief sixty (60) days prior to anniversary date and be paid in a separate check within thirty (30) days after anniversary date. Compensation for vacation days shall equal twelve (12) hours for each vacation day.

20.4 Each employee must use at least four shifts vacation each year.

20.5 An employee's vacation entitlement shall commence on the anniversary date of employment and must be used within twelve (12) calendar months of entitlement or be lost; excepting that each employee shall be permitted to carry over into the next year up to two cycles of entitled vacation time.

ARTICLE 21

HOLIDAYS

21.1 Employees of the Town of Cumberland EMS Service covered by this Agreement shall be granted uniformly an additional one (1) day's pay for each of the following holidays, whether the holiday is worked or not. New Year's Day, Labor Day, Martin Luther King Day, Columbus Day, President's Day, Armistice Day, Easter Sunday, Thanksgiving Day, Memorial Day, Day after Thanksgiving, Independence Day, Christmas Day, Victory Day, National Congressional Election Day during even years only. Holidays shall be paid semiannually. Seven (7) holidays paid in a separate check the first pay period of December. And six (6) holidays paid in a separate check the first pay period in June. In the event of National Election Day in even years, the holiday shall be added to the first pay period of December.

Compensation for holidays shall equal twelve (12) hours for each holiday.

ARTICLE 22

MATERNITY LEAVE

22.1 A pregnant employee so certified by her physician shall be entitled to use accrued sick leave for any time she is unable to work pursuant to Article 19 of this Agreement for medical reasons.

22.2 It is agreed that pregnant employees, who have exhausted their sick leave accruals or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the Chief of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not less than three (3) months nor more than nine (9) months, however, under no circumstances shall the maternity leave extend beyond thirty (30) days after the termination of the pregnancy, but may be extended by mutual consent, and an early return by the employee may be made upon completion of a minimum of three (3) months and written notice of thirty (30) days to the Chief.

22.3 At the expiration of the maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.

22.4 Employees may be granted a parenting leave for up to one year without pay or benefits to care for a child.

ARTICLE 23

PERSONAL LEAVE

23.1 All employees covered by this Agreement shall be granted two (2) personal days per year with pay to conduct personal business. Personal leave shall not be used for recreational purposes nor may it be combined with a vacation or holiday period.

23.2 No more than one (1) shift of personal leave may be taken at night.

ARTICLE 24

BEREAVEMENT LEAVE

24.1 Bereavement leave is also granted for a maximum of two (2) twenty-four (24) hour day/night shifts up to and including the day after the funeral for death in the immediate family.

24.2 Immediate family is defined for purpose of this article to be father, mother, sister, brother, spouse, child, mother-in-law and father-in-law, grandparents, spouses grandparents and step children related either by blood or marriage to the employee.

24.3 Leave may also be granted in the case of the death of relatives other than the immediate family as defined above, for a maximum of up to ten (10) hours to permit attendance at the funeral provided that the leave is first approved by the Chief. Any additional time granted shall be deducted from the employee's accumulated sick time.

ARTICLE 25

JURY LEAVE

25.1 Every employee covered by this Agreement who is ordered by the appropriate authority to report for Jury Duty shall be granted a leave of absence from their regular duties during the actual period of such jury duty and shall receive for such period of jury duty their regular pay and the amount of compensation received from his/her jury duty.

ARTICLE 26

MILITARY TRAINING LEAVE

26.1 Employees covered by this Agreement who, by reason of membership in the United States Armed Forces and Reserve or the Rhode Island National Guard are required by the appropriate authorities to participate in training activities or in active duty as part of the state military force of special duty as part of the Federal military force, shall be granted military leave in accordance with applicable state and federal laws. The Town shall pay the difference between the employee's regular Town pay and the employee's Military pay for annual training in the event that the Military pay is less than the Town pay for a period not to exceed fifteen (15) days per year for annual training.

ARTICLE 27

LEAVE OF ABSENCE

27.1 An employee requesting a leave of absence shall make written application to the Town on a form provided by the Town, and be granted leave of absence for good cause.

27.2 All leaves of absence without pay are to be requested from the Town in as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Town within ten (10) working days.

27.3 Leaves of absence without pay may be granted for periods not to exceed six (6) calendar months, subject to renewals. To insure uniformity of practices, all requests shall be in writing and shall be approved by the Town in accordance with the particular circumstances, such as the nature of the request, current work load, etc., at the time of the request.

27.4 All applications stating the reasons and conditions thereof and signed by the employee shall be initiated through the Chief in sufficient time to allow the Town to review and to make the proper disposition of the request and to complete any necessary actions.

27.5 At the expiration of such leave, the employee shall be returned to the position from which he/she is on leave, at the same step of the then current range for his/her class of position.

ARTICLE 28

UNION ACTIVITIES

28.1 Union Officers and Stewards, not to exceed two (2) in number, shall be granted reasonable time off with pay during working hours for participation in labor contract negotiations between the Union and the Town, covering the Town's EMS Service employees.

28.2 Union Officers and Stewards, not to exceed two (2) in number, plus the aggrieved, shall be granted time off with pay during working hours to investigate, and to seek settlement of grievances with Town Officials.

28.3 Union Officers and Stewards agree that before they leave their assigned duties to conduct any activities, pursuant to this Article, they shall inform and receive permission from the Chief.

28.4 The Union agrees that it will notify the Mayor, on an annual basis or whenever any changes are made, the names of employees selected to serve as officers and/or stewards.

ARTICLE 29

BULLETIN BOARDS

29.1 Town agrees to provide reasonable Bulletin Board space where notices of official Union matters submitted by the Union may be posted, and such matters may not be removed from the Bulletin Board by anyone other than the Union Representative.

ARTICLE 30

CLOTHING/CLEANING ALLOWANCE

30.1 All permanent members of the Town of Cumberland EMS Service shall be granted one thousand two hundred (\$ 1,200.00) dollars per year clothing allowance.

30.2 All permanent members of the Town of Cumberland EMS Service shall be granted an annual cleaning allowance of \$500.00 to be paid in a separate check the last pay period in November for all persons who are employees of the Cumberland EMS Service as of the previous July 1 st.

30.3 The Town shall replace clothing and equipment and other personal property normally worn by employees in their regular duties when the same are destroyed or damaged in the course of said employee's duties. A detailed written report stating the circumstances relating to said damage shall be made to the Chief upon his or her request.

30.4 The Town shall provide dress uniforms to all permanent employees and said dress uniforms shall remain the property of the Town.

ARTICLE 31

PAY PLAN, CLASSIFICATION AND LONGEVITY

31.1 The Pay plan for classifications and longevity shall be included in Appendix A of this Agreement.

31.2 The parties agree that incentive, stipends, cleaning, sick time, buy back, holidays and longevity shall each be paid in a separate payroll check.

ARTICLE 32

PENSION

32.1 The parties agree that all employees shall be covered by the Rhode Island Municipal Firefighters Pension Plan.

32.2 The parties agree that the retirement benefits under the Municipal Employees Retirement System (Police and Fire) for all employees covered by the Agreement shall be modified to reflect the optional 20-year retirement plan. Employees shall have their contributions increased from 7% of their base salary to 8% of their base salary or contributions as required by the Municipal Employees Retirement System.

32.3 The parties agree that the retirement benefits under the Municipal Employees Retirement System (Police and Fire) for all employees covered by this Agreement shall be modified to reflect the C.O.L.A./escalator paid in accordance with the requirements of the state pension plan.

ARTICLE 33

CERTIFICATION, TRAINING AND EDUCATION

33.1 The Town shall pay the certification and reclassification costs for all employees. In the event tests or examinations are conducted only during an employee's scheduled hours, employees shall be excused from work without loss of pay. The Town shall pay for courses and training that employees are required to take by either the State of Rhode Island, The National Registry of Emergency Medical Technicians, or the Town.

33.2 Training required to maintain job and/or attendance at job related courses in off-duty time will be paid back with compensatory time at straight time.

33.3 The Town will contribute up to five thousand dollars (\$5,000.00) per year towards reimbursement for monies paid by members to obtain paramedic training and/or college courses in the fields of fire science, fire safety, nursing, public administration (provided an applicant has a minimum of 21 semester hours in fire science), electrical engineering and chemistry. The Chief shall administer this fund and shall require evidence that any course taken was passed by the applicant. Additionally, proof of payment of the course fees shall be presented to the Chief. Expenses eligible for reimbursement for a successfully completed course include tuition, books and school fees. Courses not successfully completed with a passing grade not be reimbursed.

ARTICLE 34

LIFE INSURANCE

34.1 Each permanent employee of the Town of Cumberland EMS Service shall be given a \$50,000.00 Life Insurance Policy.

ARTICLE 35

ALTERATION OF AGREEMENT

35.1 It is understood that any alteration or modification of the Agreement shall be binding upon the parties hereto only if executed in writing. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

35.2 No Agreement, understanding, alteration, or variation of the terms or provisions of this Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto. Failure of the Employer or the Union to insist, in any one or more incidences, upon performance of the terms and conditions of this Agreement, shall not be considered as a waiver or relinquishment of the rights of the Employer or the Union of future performance, shall continue in force and effect.

ARTICLE 36

DISCIPLINE AND DISCHARGE

36.1 Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined in this contract. If the Chief has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public, nor will an employee talk to a Supervisor in a manner that will embarrass him/her before other employees or the public.

36.2 Each employee shall be furnished with a copy of all performance evaluations or disciplinary entry in his/her personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee upon his or her request and shall also be disclosed to the employee's Union Representatives. The following progression will be observed, in general: oral, written, suspension, and discharge.

36.3 When any disciplinary action is to be implemented, the person authorized to take such action shall, by the end of the succeeding workday, notify the employee and the Union in writing of the specific reasons for such action.

36.4 The Chief of EMS Services may, upon a request from a member of the bargaining unit review any record of disciplinary action appearing in personnel file. A record of disciplinary action may be expunged consistently with (a), (b) or (c) of this chapter:

- a. Oral warnings shall be expunged from an employee's record upon completion of one year if no further discipline is given.
- b. Written warnings shall be expunged from an employee's record upon completion of two years if no further discipline is given.
- c. Suspensions may be expunged from an employee's record upon the completion of 5 years, at the discretion of the Chief, if no further discipline is given.

36.5 The Town agrees with the concept of progressive discipline and further agrees that in order to avoid arbitrary firings when the Chief is not satisfied with the performance of work of an employee, the employee shall be counseled in the presence of his/her Union Representative in order to help improve the employee's performance.

ARTICLE 37

TEMPORARY DISABILITY INSURANCE

37.1 All permanent members of the Town of Cumberland EMS Service shall be enrolled in the Rhode Island T.D.I. Program and be subject to the provisions of the T.D.I. Act.

37.2 Whenever an employee shall be absent from his/her duties and receiving compensation as provided pursuant to temporary disability insurance, he/she shall be allowed to discharge accrued sick, vacation, or personal leave, provided that the Town shall have the right to an independent medical evaluation.

ARTICLE 38

SAFETY

38.1 It is in the best interest of both parties to this Agreement the equipment used and practices followed in the discharge of the duties of the EMS Personnel conform to reasonable standard of safety as dictated by State Law. Unsafe equipment or practices will be brought to the attention of the Chief or Deputy Chief who shall immediately investigate and take any action he/she deem appropriate.

ARTICLE 39

ON THE JOB DEATH

39.1 If an employee covered by this Agreement with the EMS Service dies on the job, the Town of Cumberland agrees to provide funeral expenses in the amount of Eight Thousand Dollars (\$8,000.00).

39.2 The Town of Cumberland agrees to maintain and pay for the family of any employee who dies on the job, the medical and dental insurance in effect at the time of the employee's death until the employee's normal retirement date or until the widow/widower remarries, whichever comes first.

39.3 If an employee dies on the job, his or her widow/widower or their estate shall receive payment for all unused sick time, vacation time, personal shifts and stipends.

ARTICLE 40

OFF DUTY DEATH

40.1 In the event a member dies off the job their widow/widower or his or her or their estate shall receive payment for 50% of unused sick time, all unused vacation time, personal shifts and stipends.

ARTICLE 41

OFF DUTY RESPONSE

41.1 Any member covered by this Agreement who responds "off-duty" to any emergency call of the Cumberland EMS Service shall be deemed on duty for the purpose of rights and benefits under this Agreement. EMS personnel who respond "off-duty" will not be compensated unless their services were needed, i.e. MCI or authorized by the Chief or Deputy Chief. This provision shall apply only if "EMS duties" are performed and shall specifically exclude firefighting, traffic control and any other non-EMS related functions.

ARTICLE 42

DETAIL TO OTHER DEPARTMENTS

42.1 The Town of Cumberland agrees that members of the Cumberland EMS Service shall not be detailed to other departments of the Town. The details from one unit to another within the EMS Service shall be at the discretion of the Chief, or the Deputy Chief of the EMS Service.

ARTICLE 43

COURT TIME

43.1 All members of the EMS Service, when required to appear in court or hearings regarding job related issues, on off-duty time for any department related reason, shall be deemed on duty for the purpose of rights and benefits under this Agreement. Members shall be compensated for at least four (4) hours pay at the rate of time and one-half (1-1/2) the employees hourly rate. This may be taken as monetary or compensatory time.

43.2 The Chief or the Deputy Chief shall authorize all compensatory time in advance for purposes of this section. Any contract dispute or grievance shall not be considered job or department related for purposes of this section.

ARTICLE 44

DETAIL PAY

44.1 All paramedics covered by this agreement who work special details, not directly compensated by the town, shall work such details in accordance with Article 44.2 of this Collective Bargaining Agreement.

44.2 The pay rate for details shall be one and one half (1 1/2) the hourly rate of the senior paramedic within the Town of Cumberland EMS Department.

44.3 Any paramedic injured while on a detail shall be entitled to the same rights, privileges and benefits as if that paramedic were injured while performing his/her duties for the town of Cumberland, and shall be subject to all the rules and regulations of the Town of Cumberland EMS Department.

ARTICLE 45

DURATION OF AGREEMENT

45.1 This Agreement shall be in full and effect from July 1, 2019 to June 30, 2020, and remain in effect thereafter unless either party hereto, at least one hundred-twenty (120) days prior to the last day of which money can be appropriated by the Town, gives written notice to the other party of its intention to terminate or amend this Agreement.

IN WITNESS WHEREOF, the parties have set their hand this 14 day of June 2019.

IAFF LOCAL 2725

Town of Cumberland, Rhode Island



President



Mayor



Witness



Witness

APPENDIX A

EMS SALARY SCHEDULE

| EMS RATES | 07/01/18 | HOURLY | 07/01/19 | HOURLY | 01/01/20 | HOURLY |
|-------------------------------|-----------|--------------|-----------|--------------|-----------|--------------|
| | 2.50% | 85 BI-WEEKLY | 1.00% | 85 BI-WEEKLY | 1.00% | 85 BI-WEEKLY |
| PARAMEDIC (0-6 MO) | 51,115.32 | 23.129 | 51,626.47 | 23.36 | 52,142.73 | 23.593 |
| PARAMEDIC (6MO-1YR) | 52,525.21 | 23.767 | 53,050.46 | 24.004 | 53,580.96 | 24.244 |
| PARAMEDIC (1-3YRS) | 53,934.92 | 24.405 | 54,474.27 | 24.648 | 55,019.01 | 24.895 |
| PARAMEDIC (3YRS +) | 55,343.63 | 25.042 | 55,897.06 | 25.292 | 56,456.03 | 25.545 |
| LIEUTENANT | 56,264.59 | 25.459 | 56,827.23 | 25.713 | 57,395.5 | 25.97 |
| CAPTAIN | 57,184.79 | 25.875 | 57,756.64 | 26.134 | 58,334.21 | 26.395 |
| DEPUTY CHIEF (80HR WORK WEEK) | 59,307.08 | 28.513 | 59,900.15 | 28.798 | 60,499.15 | 29.086 |

LONGEVITY

Longevity payments shall be computed on the anniversary date of employment and shall be paid in a separate check to the employee on the first pay period following his/her anniversary date. all employees shall be granted Longevity in accordance with the following formula:

| Years of Service | 07/01/19 |
|------------------|----------|
| 5-9 Years | 9.00% |
| 10-14 Years | 9.50% |
| 15-19 Years | 10.00% |
| 20 + Years | 10.50% |

