

AGREEMENT

By and Between

TOWN OF PORTSMOUTH

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-
CIO

LOCAL 1949

July 1, 2022 to June 30, 2027

RESTATED AND AMENDED AS OF
JULY 1, 2024

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AGREEMENT

Pursuant to the provisions of Chapter 149 of the Public Laws of the State of Rhode Island, 1961, as amended, entitled "An Act to Provide for Settlement of Disputes Concerning Wages or Rates of Pay or Other Terms and Conditions of Employment of Employees of Fire Departments," this Agreement is made and entered into as of the 1st day of July, 2022, by and between the TOWN OF PORTSMOUTH and LOCAL 1949, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO.

ARTICLE I — GENERAL

The Town of Portsmouth (hereinafter the "Town") and Local 1949, International Association of Firefighters, AFL-CIO, (hereinafter the "Union" or "Local 1949") in order to increase the general efficiency of the Portsmouth Fire Department (hereinafter the "Department"), and in order to maintain the existing harmonious relationship between the Town and the employees of the Department, and in order to promote the morale, well-being and efficiency of the Department, hereby agree as follows:

There shall be no discrimination by the Town or Union against an employee for reasons of sex, sexual orientation, race, color, creed, religion, gender identity or expression, political affiliation, national origin, age, disability, country of ancestral origin, Union membership or non-membership or any other basis of discrimination prohibited under state and federal law. All references to an employee covered by this Agreement as well as the use of the pronouns "he", "him", "his" and "they" are intended to include all genders. When the male gender is used, it shall be construed to include male, female and transgender officers.

ARTICLE II — RECOGNITION

SECTION 1. UNION RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for all permanent uniformed employees of the Department, excepting only the Chief, for the purpose of collective bargaining relative to wages, salaries, hours and working conditions. The rights of the Town and employees covered by this Agreement (hereinafter “employee(s)” or “member(s)”) shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

SECTION 2. NO STRIKE CLAUSE

In consideration of the right of employees to a resolution of disputed questions under the grievance and arbitration proceedings hereinafter set forth, the Union, for itself and for all employees, hereby agrees that no employee shall have any right to engage in any work stoppage, slowdown or strike, and that if any unauthorized or wildcat work stoppage, slowdown or strike shall take place, the Union will immediately notify such employee so engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized. The Town has the right to discipline any employee who engages in an unauthorized work stoppage, slowdown or strike.

ARTICLE III — UNION SECURITY

SECTION 1. UNION MEMBERSHIP

Any member of the Department who is a member of the Union as of the effective date of this Agreement, and any member of the Department who becomes a member of the Union during the term of this Agreement shall remain a member of the Union for the duration of this Agreement.

SECTION 2. NON-DISCRIMINATION

The Town agrees not to discriminate against members of the Department in any way for membership in the Union or because of activities conducted in such a manner as not to interfere with the public safety responsibilities of the Department.

SECTION 3. UNION MEETINGS

The Town agrees that the Union shall have the right to hold meetings at the Department headquarters, provided permission for the same shall be obtained from the Chief of the Department (hereinafter the "Chief"). It is further agreed that such permission will not be unreasonably withheld.

SECTION 4. DUES DEDUCTION

The Town agrees to deduct Union dues upon receipt of authorization cards from members of the Union who decide to have the Town deduct such dues, which authorization shall be irrevocable during the term of the contract. The Town shall forward to the Treasurer of the Union dues deductions by the 15th of the month following the month of deduction. The Union shall indemnify 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 for the purpose of complying with the provisions of this Article.

SECTION 5. TIME OFF TO PERFORM UNION DUTIES

Officers of the Union, or members of the Union's Negotiating Committee (not to exceed four [4] per shift) shall be allowed reasonable time off for official Union business with the Town for the purpose of attending collective bargaining sessions without loss of pay and without the requirement to make up such time. Officers of the Union (not to exceed three [3] per shift) shall be allowed reasonable time off to attend meetings with the Rhode Island State Firefighters Association and State and National conventions of the International Association of Firefighters without loss of pay and without the requirement to make up such time. Time off for conventions or conferences shall be limited to two (2) conventions/conferences in odd years and three (3) conventions/conferences in even years.

Officers of the Union or members of the Union's Negotiating Committee (not to exceed two [2] per shift) shall be allowed reasonable time off without loss of pay and without the requirement to make up such time for bargaining unit business in connection with conferences with its attorney or attorneys regarding contract negotiation matters and/or arbitration matters concerning the Collective Bargaining Agreement and similar time off for conferences relative to bargaining unit grievances and grievance arbitration and attendance to such grievance arbitration hearings. In addition, any member of the Department who is selected as an arbitrator, either in connection with bargaining unit contract arbitration or grievance arbitration relating to the Town and Local 1949, shall be allowed reasonable time off without loss of pay and without the requirement to make up such time in connection with all conferences pertaining to said arbitration proceeding.

ARTICLE IV

(Intentionally left blank)

ARTICLE V

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ARTICLE VI — MANAGEMENT RIGHTS

SECTION 1. ISSUANCE OF RULES AND REGULATIONS

The Town shall retain the right to issue Standard Operating Guidelines (“SOG”), general orders or policies governing the internal conduct of the Department as provided by law.

Employees shall receive an electronic copy of the Department's SOG upon appointment.

The Union shall have the right to make comment in writing on all sections of the SOG to the Chief.

The parties agree to establish a committee consisting of two (2) members of the Union's bargaining unit and two (2) from management to cooperate with the Chief in amending and updating the SOG.

No SOG as originally adopted or as amended from time to time shall contravene any term or condition set forth in this Agreement.

SECTION 2. RIGHT TO DISCHARGE EMPLOYEES

Any Firefighter during their first twelve (12) months of employment can be discharged without cause. After twelve (12) months, employees can be discharged only for just cause.

SECTION 3. USE OF CIVILIAN DISPATCHERS

If a civilian dispatcher is absent from duty, that position will first be filled by a part-time dispatcher. If one is not available, it will then be filled by a full-time civilian dispatcher, and, if no full-time civilian dispatcher is available, then it will be offered to a permanent Firefighter or Fire Officer. No permanent Firefighter or Fire Officer can be ordered into the position of Civilian Dispatcher unless determined necessary by the Chief during times of declared emergencies. If a Firefighter or Fire Officer is ordered into a dispatch position, they will be compensated at their overtime rate of pay.

SECTION 4. LATERAL TRANSFERS

The Town and the Union agree that the Town can hire lateral transfer Firefighters from other full-time Fire Departments. The lateral transfer will be assigned to an administrative training schedule for no less than three (3) weeks upon appointment to the Department. After completion of the training schedule, a lateral transfer can count towards minimum staffing and be assigned to a shift. For the Town to hire a lateral transfer, the candidate must have NFPA FF I & II **and** a minimum of R.I. EMTC/AEMT-Cardiac. The Town and Union agree a lateral transfer hire can be hired as Firefighter 1st Class, 2nd Class or 3rd Class any step as determined by the Chief. Lateral transfers can become members of the Union after completion of their administrative training schedule.

ARTICLE VII

(Intentionally left blank)

ARTICLE VIII — ABSENCES - SICK, BEREAVEMENT, LEAVES OF ABSENCE

SECTION 1. ANNUAL SICK LEAVE ALLOTMENT

Employees shall be entitled to annual sick leave as follows:

0-4 years — 10 days

5-9 years — 12 days

10+ years — 15 days

Employees hired between 7/1/13 and 6/30/16 shall receive 15 sick days per year.

Sick leave allotments shall be posted on July 1 of each year.

Employees are allowed to accumulate an unlimited amount of sick days.

SECTION 2. SICK LEAVE RESTRICTIONS

An employee on sick or injury leave shall remain at his residence, except that the employee may depart his residence to receive medical treatment, to secure drugs from a pharmacy or for other reasons deemed appropriate by the Department so long as the employee advises the on-duty Shift Commander of his planned departure; provided, however, nothing herein contained shall be interpreted to prevent an employee from departing his residence as part of his therapy or convalescence as prescribed by his physician (subject to review by Town appointed physician at Town's expense). If an absence is for other than treatment, therapy, or to secure prescribed drugs, approval of the on-duty Shift Commander in advance must be obtained. Should the employee leave his residence without providing advance notice of such departure, and securing the on-duty Shift Commander's approval, where necessary, he shall be denied sick or injury leave.

SECTION 3. PHYSICIAN'S DOCUMENTATION

The Town shall have the right to require an employee to obtain a doctor's certificate from a doctor of its choice, verifying his illness; provided, however, that in any case where the Town requires such certificate, the Town shall pay the cost of obtaining the same.

SECTION 4. EXCLUDED ILLNESSES

Sick leave with pay shall not be granted for intoxication or use of narcotics, except that sick leave will be granted for treatment or rehabilitation as approved by the Director of Personnel on the same basis as granted for any other illness.

SECTION 5. SICK LEAVE USAGE

Sick leave for employees shall be granted for the following defined reasons:

- (a) Personal illness or physical incapacity not connected with the employee's service in the Department, to such an extent as to render said employee unable to perform the duties of his present position or some other position in the Department if said employee is found capable of other departmental work by a qualified physician. When a member is out on sick leave, he must leave a telephone number where he can be reached.
- (b) Enforced quarantine when established and declared by the Department of Health or qualified physician for the period of such quarantine only.
- (c) Illness/injury of a member of the immediate family of an employee, when the presence of the employee is required on account of said illness/injury, the employee shall furnish satisfactory proof of illness/injury after two (2) consecutive shifts for attending to the member of the immediate family. Leave shall be denied in the absence of such proof. Leave taken for this reason shall be deducted from the employee's sick leave.

SECTION 6. USE OF SICK LEAVE FOR EARLY RETIREMENT

Any active member of the bargaining unit who is vested (10 years of service) may apply all or a part of unused, accumulated sick leave (180 days maximum) to attain credited service and retire after said accumulated sick leave has been used with the credited service.

SECTION 7. GIFTING SICK DAYS

Any active member of the bargaining unit may “gift” (grant his sick leave to another employee without the sick leave being made up) to another member without limitation. This can be done when the employee is going to exhaust all of their sick leave due to a non-job-related injury or illness or the illness of another family member which requires the employee to miss extended time from work.

SECTION 8. PAYMENT OF SICK LEAVE UPON LINE OF DUTY DEATH

Where an employee dies in the line of duty, the Town shall pay one hundred percent (100%) of the amount of any accrued, unused sick leave up to a maximum of one hundred eighty (180) days to the Executor or Administrator of the employee’s estate or to his widow(er) if there is no Executor or Administrator; or to his next of kin if there is no widow(er). The amount to be paid for unused, accumulated sick leave pay shall be determined by multiplying the employee’s most recent duty rate of pay (i.e. his weekly pay divided by five (5)) by the number of unused, accumulated days of sick leave).

SECTION 9. BEREAVEMENT LEAVE

Bereavement leave for the following reasons shall be granted but shall not be charged against the employee's sick leave:

(a) In the event of a death occurring in the employee’s immediate family, such employee shall be entitled to a leave of absence, with pay, from the time of notification of death to and including the day following the burial of the deceased, for the purpose of attending funeral services and making the necessary arrangements therefore, and provided, however, no employee will exceed four (4) working days without permission from the Chief. Immediate family is defined as husband, wife, domestic partner, child, parent, sister, brother, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-child and step-parent, or otherwise as determined by the Chief.

(b) In the event of the death of an employee’s aunt or uncle, said employee shall be authorized to receive two (2) working days with pay as bereavement leave, the day of the calling hours and the day of memorial service and/or funeral.

(c) In the case of death of relatives other than as provided in paragraphs (a) and (b). above, such leave of absence with pay shall be for such period of time as may be granted, in writing, at the discretion of the Chief.

(d) The employee shall furnish evidence of death and attendance at the funeral, if so requested by the Town.

SECTION 10. LEAVE OF ABSENCE

A leave of absence may be granted by the Chief but shall be without compensation. A leave of absence of over six (6) months duration shall be considered a break in employment and upon return to work, the employee shall have the status of a new employee.

ARTICLE IX — INJURY OR ILLNESS IN LINE OF DUTY

SECTION 1. INJURIES IN THE LINE OF DUTY

Employees who contract an illness or suffer an injury in the line of duty shall receive the benefits set forth in Chapter 45-19-1 of the General Laws of the State of Rhode Island.

SECTION 2. INJURIES ON PRIVATE DETAILS

Any employee who may be injured while on a private detail to which he is assigned shall be entitled to all of the rights, privileges and benefits of said Chapter 45-19-1, as if he were injured in the line of duty for the Town.

The Town reserves the right to require any private employer to pay to the Town or to reimburse the Town the cost to the Town for insuring the Town's liability under the foregoing paragraph. The decision to seek reimbursement shall be solely that of the Town.

SECTION 3. SUBROGATION RIGHTS OF THE TOWN

Should any employee receive benefits under the provisions of ARTICLE VIII or IX of this Agreement and should said employee recover from some third party amounts attributable to sick leave, then the Town shall be subrogated to said third party for the amounts payable under those Articles. This provision does not apply to private insurance coverage purchased by the employee at his expense.

SECTION 4. LIGHT DUTY

An employee may return to work temporarily on "light duty" status if they sustained a temporary physical impairment (job related or not) and can meet certain requirements as may be requested by the Town. The Town may:

- (a) require a note from the employee's physician stating the reason for light duty, estimated date of return to full duty and the date of the next appointment for re-evaluation of the employee.
- (b) require that the employee be examined by a Town appointed physician and that the employee accept/abide by said physician's diagnosis, treatment, date of return to full duty, etc., with respect to a non-job-related impairment,

(c) allow the employee to work dispatch overtime if no other employee on a "light duty" status is on duty during said overtime shift.

(d) deny the employee the privilege of working "light duty" if the Town believes that the employee's presence, at less than normal capabilities, would be a potential liability (risk) to the Town. "Light duty" status (job-related or not) is not a right of employment. It is a discretionary practice given by the Town to benefit employees who may otherwise lose pay and/or benefits through loss of work days.

(e) In the event that an employee has been carried IOD and the employee's physician and the Town's physician do not agree as to whether or not the employee can return to work on a light duty status, then the dispute shall be resolved in the same manner as set forth in Article XXXIV – (A) Section 6 ("Resolution of Medical Disputes").

Employees who are on "light duty" shall be required to perform the following and are restricted as follows:

- (a) Administrative, Training or Fire Prevention duties as set forth by the Chief.
- (b) He will perform no firefighting or rescue activities whatsoever.
- (c) He will not engage in strenuous maintenance, physical training or any other fire station chore.
- (d) He may sit in on non-physical training.

The Town will ensure that reasonable accommodations will be initiated for all employees on job-related "light duty" status.

ARTICLE X

(Intentionally left blank)

ARTICLE XI — STAFFING

SECTION 1. DEPARTMENT STAFFING

The bargaining unit will consist of a minimum of forty-two (42) personnel consisting of one (1) Assistant Chief, four (4) Battalion Chiefs (three Shift Commanders and one Administrative Chief), five (5) Captains (four Primary Engine and one Administrative Captain), eight (8) Lieutenants and twenty-four (24) Firefighter/EMTs.

SECTION 2. MINIMUM MANNING LEVELS

There shall be a minimum of ten (10) line personnel assigned to each shift. All personnel shall be permanent members of the Department.

From July 1, 2022, until March 16th, 2024, during the remainder of the current Federal SAFER grant the town shall staff a minimum of ten (10) line personnel on duty ninety (90%) of the shifts annually as pursuant to the SAFER grant award. There are currently 730 shifts per year, this means 657 shifts shall be staffed at a minimum of ten (10) line personnel.

From March 17, 2024, until June 30, 2027, there shall be a minimum of ten (10) line personnel assigned to each shift. There shall be always a minimum of nine (9) personnel on duty between May 15th and September 15th annually. There shall be always a minimum of eight (8) personnel on duty between September 16th and May 14th annually. While maintaining the minimum manning levels noted above, the Fire Chief and Assistant Chief will staff the shifts with a maximum of ten (10) personnel as often as possible, within the confines of the proposed overtime budget which shall not be less than the FY25 overtime budget.

Each shift will have a minimum of one (1) Battalion Chief or the Assistant Chief who will serve as the Shift Commander and be assigned to a Command vehicle. The Primary Engine Company will have a minimum one (1) Captain and two (2) firefighters. The Ladder Company will be cross staffed with a Rescue unit and have a minimum of one (1) Lieutenant and (1) firefighter and the secondary response Engine Company will be cross staffed with a Rescue unit and have a minimum of one (1) Lieutenant one (1) firefighter.

Each shift will have two (2) Floater positions that will be assigned positions as determined by the Chief and Assistant Chief.

A minimum of two (2) permanent officers must be always on duty.

At any time during this agreement an expansion of current service is required, the parties agree

that the current minimum staffing levels are only inclusive of the current response area of mainland Portsmouth and does not include Prudence Island.

SECTION 3. FILLING SINGLE SHIFT VACANCIES OF OFFICERS

For the period of July 1, 2024 through June 30, 2027, single shift vacancies for the line ranks of Assistant Chief, Battalion Chief, Captain and Lieutenant will be filled on the basis of rank for rank, utilizing officers from other shifts. However, if during this period of time the manpower on a shift is less than ten (10) than single shift vacancies may be filled in accordance with the second and third paragraphs of this Section 3.

Commencing on July 1, 2024, the Assistant Chief and Battalion Chief's line positions for a single shift vacancy shall be filled by a Captain who is on the current Battalion Chief's promotional list and who is on the same duty shift; and further provided they have completed the acting officer training as prescribed by the Chief. If no such Captain is available to fill that single shift vacancy, then the vacancy shall be filled by the Assistant Chief or Battalion Chief from another shift or staff position (if eligible).

Commencing on July 1, 2024, the line Captain's position for a single shift vacancy shall be filled by a Lieutenant who is on the current Captain's promotional list and who is on the same duty shift; and further provided they have completed the acting officer training as prescribed by the Chief. If no such Lieutenant is available to fill that single shift vacancy, then the vacancy shall be filled by a Captain, Assistant Chief or Battalion Chief from another shift or staff position (if eligible).

Commencing on July 1, 2024, the line Lieutenant's position for a single shift vacancy shall be filled by a Firefighter who is on the current Lieutenant's promotional list and who is on the same duty shift; and further provided they have completed the acting officer training as prescribed by the Chief. If no such Firefighter is available to fill that single shift vacancy, then the vacancy shall be filled by a Lieutenant or a Captain from another shift or staff position (if eligible).

Employees on any promotional list who do not wish to serve as an Acting Officer under this Section 3 will give written notice to the Chief, but shall remain on the promotional list.

SECTION 4. SWAPPING OF SHIFTS

Any active member of Local 1949 may “swap” shifts with another employee of the same rank or acting rank. Swaps are at no cost to the Town.

ARTICLE XII — MAINTENANCE AND TRAINING

SECTION 1. MAINTENANCE

All regular maintenance of equipment, apparatus and buildings and outside training shall be conducted between the hours of 8:00 A.M. and 4:30 P.M.

SECTION 2. TRAINING

Training may be conducted between the hours of 8:00 A.M. and 9:00 P.M. There shall be no training on the holidays set forth in this Agreement.

Representatives of Local 1949 shall meet with the Chief to discuss the matter of outside training or drills and the length thereof when the temperature is exceedingly hot or cold.

SECTION 3. SPECIALIZED TRAINING

The Chief and the Union agree that there may be specialized training that needs to occur on a weekend or night, and they agree that such training may be conducted.

ARTICLE XIII — DUTIES

SECTION 1. DUTIES IN GENERAL

The duties of the members of the Department shall consist of obeying the orders given by the Chief or his designee, in accordance with the Department's SOG.

SECTION 2. ASSISTANT FIRE CHIEF

The duties of the Assistant Fire Chief shall be to act as the Fire Chief in the Chief's absence, direct the day-to-day department operations and activities, supervise all subordinate officers in their assigned duties, assist in the planning, developing and implementation of department policies and procedures, assign personnel and equipment to such duties and uses as the service requires and assist with budget presentation and special projects.

SECTION 3. ADMINISTRATIVE BATTALION CHIEF

The Administrative Battalion Chief will assist the Chief and Assistant Chief with special projects; supervise subordinate officers in their assigned duties; assist in the planning, development and implementation of Department policies and procedures to better carry out the operational goals of the Department and the Town; assign personnel and equipment to such duties; and serve as the Fire Prevention Officer/Fire Marshal which includes conducting residential and commercial life safety code inspections, residential and commercial plan reviews, fire alarm system reviews and compliance inspections, public fire safety education programs and fire investigations. The Administrative Battalion Chief must obtain an NFPA 1031 Fire Inspector and Plans Reviewer certification within one (1) year of promotion and maintain such certification during their tenure as an Administrative Battalion Chief.

SECTION 4. ADMINISTRATIVE CAPTAIN

The Administrative Captain will be under the supervision of the Administrative Battalion Chief and shall serve as the Department administrative officer. His duties shall include fire prevention, training, EMS and such other administrative duties as designated by the Administrative Battalion Chief, the Assistant Chief or the Chief. The Administrative Captain must obtain an NFPA 1031 Fire Inspector and Plans Reviewer certification within one (1) year of promotion and maintain such certification during their tenure as an Administrative Captain.

SECTION 5. INABILITY TO VACATE POSITIONS

The Administrative Battalion Chief and the Administrative Captain cannot bid out of their respective positions unless a permanent vacancy exists elsewhere, or a change is otherwise approved by the Chief.

SECTION 6. COURT DUTY

All employees who are required to make a court appearance or court attendance in relation to Department affairs, and which court appearance or attendance is required as a duty of the employee as a member of the Department, shall be entitled to receive their normal compensation if said appearance or attendance is on employee's regularly scheduled shift, and to receive additional compensation at the rate of time and one-half (1 1/2) for all time spent on such court appearance, if not on said employee's regularly scheduled shift, with a minimum of four (4) hours for said appearance in the latter instance. All court attendance and witness fees shall be paid into the general fund of the Town.

ARTICLE XIV

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ARTICLE XV — HOURS AND BIDDING

SECTION 1. IN GENERAL

The regular work schedule for members of the Department shall be an average work week of forty-two (42) hours. The schedule for such a work week shall be a four (4) platoon system, working two (2) ten (10) hour days, two (2) fourteen (14) hour nights, and four (4) days off. Day shifts are from 8:00 A.M. until 6:00P.M. and night shifts are from 6:00 P.M. until 8:00 A.M.

SECTION 2. HOURS FOR ADMINISTRATIVE BATTALION CHIEF

The Administrative Battalion Chief shall be assigned to a forty (40) hour work week, Monday through Friday 8:00 a.m. until 4:30 p.m. with weekends and holidays off. Due to the nature of the position and at the discretion of the Chief, the Administrative Battalion Chief shall be able to work a flexible four (4) weekday schedule of 10 hours/day (with weekends and holidays off) as allowed or required. The Administrative Battalion Chief is eligible for overtime pursuant to the Union's overtime policies.

SECTION 3. HOURS FOR ADMINISTRATIVE CAPTAIN

The Administrative Captain shall be assigned to a forty (40) hour work week, Monday through Friday 8:00 a.m. until 4:30 p.m. with weekends and holidays off. Due to the nature of the position and at the discretion of the Chief, the Administrative Captain shall be able to work a flexible four (4) weekday schedule of 10 hours/day (with weekends and holidays off) as allowed or required. The Administrative Captain is eligible for overtime pursuant to the Unions overtime policies

SECTION 4. BID SYSTEM

A. Bidding for Shifts

Annually in May, the Union will hold a bid meeting. Bids will take effect annually on July 1. Bids will be at no cost to the Town. Bids will be made by seniority in rank and all line positions will be re-bid each year. Firefighters 3rd Class Step II cannot bid. If they are eligible to count towards staffing, they will be assigned to the vacant positions by the Chief. When a vacancy for a bidded position occurs after July 1 in any rank, the vacated position will be offered to all members of that rank by seniority in rank. These bids will be at no cost to the Town.

Employees who are promoted or hired after the annual bid meeting will be assigned to the vacant position(s) by seniority in rank after all bidding by seniority in rank is complete.

B. Temporary Reassignments

A shift OIC, with the approval of the Chief, can temporarily re-assign a member of his platoon when a documented training issue or re-training is needed. The OIC and Chief will produce an action plan in which the re- training and duration of re-assignment will be provided to the employee. The Chief can reassign a member for documented disciplinary reasons for a maximum of two tours (84 hours), and it is understood that any other member moved to accommodate a disciplinary move cannot grieve such move.

C. Swapping Assignments

Members of a particular platoon can swap duties or assignments for a shift or tour with the approval of the shift OIC.

ARTICLE XVI

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ARTICLE XVII

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ARTICLE XVIII
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ARTICLE XIX — VACATIONS

SECTION 1. VACATION DAYS

A. Employees hired prior to July 1, 2016 shall have the following vacation (annual) leave schedule:

0 year to 4 years — 14 shifts	5 years to 9 years — 19 shifts
10 years to 14 years — 23 shifts	15 years to 19 years — 25 shifts
20+ years — 27 shifts	

B. Employees hired on or after July 1, 2016 shall have the following vacation (annual) leave schedule.

0 year to 4 years — 10 shifts	5 years to 9 years — 15 shifts
10 years to 19 years — 20 shifts	20+ years — 25 shifts

C. In determining the employee's length of service, sick leave or injury leave or authorized leaves of absence of six (6) months or less shall not be deducted from employee's service.

SECTION 2. CARRY OVER OF ANNUAL LEAVE

Employees are entitled to carry forward unused annual leave, accumulative to a maximum of twelve (12) working shifts. By May 1, if a member knows that he may have more than twelve (12) shifts of annual leave by the end of the fiscal year, and said employee has not been out of work for an extended period of time due to illness or injury, he may request permission from the Chief to carry over more than twelve (12) shifts and explain his reason for the carry-over request. The Chief shall have the sole and absolute discretion to grant or deny such request, and the Chief's decision shall not be subject to the grievance procedure of this Agreement. However, more than twelve (12) shifts may be carried over where an illness or injury makes it impractical for the employee to utilize their vacation time by the end of the fiscal year.

SECTION 3. SELECTING ANNUAL LEAVE

The Town shall furnish the Union an annual leave roster listing the personnel by seniority showing the amount of annual leave to which each employee is entitled. The Chief and the Union will annually set the vacation selection list and time within which employees must select vacation after the annual bid meeting. Vacations may be taken by the employee in accordance with his desires. In selecting vacations, seniority as determined by length of service within the Department without regard to rank shall apply. Vacations shall be scheduled July 1 to June 30 of the following year.

All requests for annual vacation leave shall be turned in to the Officer in Charge (OIC) of the on-duty shift, and such officer shall note the time and date such request was received. Such notation shall be made in the attendance module.

SECTION 4. MAXIMUM NUMBER OF EMPLOYEES ON VACATION

There shall be a maximum of two (2) employees from each platoon allowed on vacation at the same time. EXCEPTION: The Chief has the discretion to limit one (1) employee per platoon on vacation when a firefighter is expected to be absent in excess of fourteen (14) calendar days.

ARTICLE XX — CLOTHING MAINTENANCE ALLOWANCE

SECTION 1. ANNUAL CLOTHING ALLOWANCE

Each employee shall receive annually the sum of five hundred dollars (\$500.00) for a clothing allowance which shall be paid in the first paycheck of the fiscal year. The foregoing allowance shall be for standard work uniforms, dress blues, hat, shoes, winter and summer jackets, white shirt and black tie, patches and black belt. Any other clothing or equipment that shall be required shall be provided by the Town.

Any employee who has been on extended sick leave for at least thirty (30) consecutive calendar days during the contract year, their clothing maintenance allowance shall be prorated and deducted from their next clothing maintenance allowance.

SECTION 2. REIMBURSEMENT OF CLOTHING ALLOWANCE

Employees whose employment is terminated before August 31 of each contract year for any reason other than death or disability retirement shall reimburse the Town the full amount of clothing maintenance allowance, they received for that contract year.

Employees whose employment is terminated after August 31 of each contract year for any reason other than normal retirement shall reimburse the Town the clothing maintenance allowance on a prorated basis, as follows:

- Termination after 8/31 and on or before 9/30 — 75% of the allowance
- Termination between 10/1 and 12/31 — 50% of the allowance
- Termination between 1/1 and 3/31 — 25% of the allowance
- Termination after 3/31 — 0% of the allowance

SECTION 3. UNIFORM DAMAGE

The Town agrees to reissue standard uniforms when upon inspection such clothing is destroyed or mutilated in the line of duty and said destruction or mutilation is certified by the Chief. If the Chief and a member of the Union executive board determines that the destroyed or mutilated uniform was in the final stage of its useful life prior to such destruction or mutilation, a prorated amount equal to the value of said uniform prior to such destruction or mutilation shall be paid to the employee in lieu of the issuance of new clothing.

SECTION 4. UNIFORMS AND EQUIPMENT

Standard uniforms are to be in accordance with NFPA 1500 Standards and a type and design to be agreed upon by a committee of two (2) persons to include the Chief and one (1) member of the Union.

The Town shall provide each member of the Department clothing and equipment listed below:

- 1 Bunker coat with Scotchlite trim and initials
- 1 pair Bunker trousers with suspenders
- 1 pair short boots with safety soles
- 1 helmet with chin strap and NFPA approved eye safety protection
- 1 pair insulated gloves
- 1 set of badges

Within thirty (30) days after completion of the Firefighter 3rd Class period of service and, subject to availability, all new employees shall receive new clothing and equipment as listed above.

In case any rule, regulation, order or other directive by whatever name the same may be called, requires any employee to have, acquire or maintain any equipment, apparatus or device other than a telephone, the Town shall be responsible for the purchase and maintenance of such equipment.

ARTICLE XXI — HEALTHCARE AND INSURANCE

SECTION 1. HEALTHCARE COVERAGE

The Town will provide the following health insurance, single or family coverage as appropriate, to all active, full-time firefighters within the Department:

- (a) High Deductible Health Savings Account Plan with student rider to age 26 for health and vision coverage, unless otherwise required by law.
- (b) Dental Insurance with a student rider to age 19.
- (c) In addition to the vision coverage in (a), the Town has its own Vision Care Program where employees will be reimbursed up to \$200.00 per family member to a maximum of \$1,000.00 annually per family for eyeglasses and/or lenses.

SECTION 2. EQUIVALENT HEALTHCARE PLAN

The Town shall have the option of providing health and dental insurance through a different health insurance carrier or may self-insure portions thereof, provided that said alternate health insurance carrier provides the same health insurance coverage as herein mandated with a substantially similar provider network and employee administrative burden. The Town shall seek the consent of the Union prior to entering into a contract with an alternate health insurance carrier which said consent shall not be unreasonably withheld. The Union and the Town shall cooperate in the development of educational efforts which will provide information to employees about cost effective health care usage and coverage alternatives.

SECTION 3. HSA CONTRIBUTIONS FOR ACTIVE EMPLOYEES

For employees who elect family health insurance coverage, the Town shall contribute to their Health Savings Account (HSA) \$1,600.00 per year effective July 1, 2022. For employees who elect single health insurance coverage, the Town shall contribute to their HSA \$800.00 per year effective July 1, 2022. The employee is entitled to contribute or not contribute to his HSA account as defined by the IRS. The employee is responsible for the annual deductible amount of \$4,000.00 for a family plan and \$2,000.00 for a single plan. If the HSA account has insufficient funds at the time a deductible amount is owed, the employee must make up any difference.

SECTION 4. OPTING OUT OF COVERAGE FOR ACTIVE EMPLOYEES

Any employee who opts not to take Town provided health insurance coverage will be compensated six thousand dollars (\$6,000.00) annually, which will be paid in the last pay period of the fiscal year. Employees who wish to re-enroll in the Town provided health insurance plan may only do so on July 1 unless there is a qualifying event which causes them to lose their alternate coverage during the year. If there is a qualifying event, proof of coverage termination must be provided to the Personnel Office. If an employee re-enrolls in the Town provided health insurance plan other than during open enrollment in July, he shall receive pro-rated waiver of premium compensation in the last pay period in June.

SECTION 5. RETIREE HEALTHCARE BENEFITS

In order to qualify for healthcare benefits under this Section, employees must have twenty (20) years of service with the Department. The health insurance retirees are entitled to receive shall be the health insurance in place at the time of their retirement.

Employees hired prior to July 1, 2013 will receive medical health insurance until such time as they secure employment elsewhere and that employer offers employer-sponsored healthcare or until they are eligible for Medicare or other federally subsidized programs.

Employees hired after July 1, 2013 will only be eligible for health insurance in retirement from ages 50-65; however, during that time frame, they will not be eligible for health insurance if they secure employment elsewhere and that employer offers employer-sponsored healthcare or they are eligible for Medicare or other federally subsidized programs.

In the event a retiree leaves the employ of an employer which had employer-sponsored healthcare, he will be reinstated in the Town's healthcare plan pursuant to this Section.

SECTION 6. OPTING OUT OF COVERAGE FOR RETIREES

Any employee who retires after July 1, 2019 shall have the option of opting out of the Town provided health insurance. Those retirees shall receive an annual \$5,000.00 health insurance buyback payable annually in July. The retiree would be allowed to opt back into Town health insurance if they could no longer obtain health insurance in the future.

SECTION 7. HSA CONTRIBUTIONS FOR RETIREES

Effective July 1, 2022, any employee who retires (normal or disability) from the Department will receive \$1,600.00 per year towards their family HSA and \$800.00 per year towards a single HSA for the first ten (10) years of retirement (regardless if the employee has reached age 50). Payments will be made annually each July 1 after the retiree's retirement for the next ten (10) years. The retiree is entitled to contribute or not contribute to his HSA account as defined by the IRS. The retiree is responsible for the annual deductible amount of \$4,000.00 for a family plan or \$2,000.00 for a single plan. If the HSA account has insufficient funds at the time the deductible is owed, the retiree must make up the difference. If an employee does not have an HSA account and does not elect town-sponsored healthcare in retirement, the Town will make the contribution directly to the retiree annually in July for the first ten (10) years of the retiree's retirement.

Notwithstanding the foregoing, effective July 1, 2016, any employee who is placed on Fire Department disability retirement (only disabled from being a Firefighter/EMT) after July 1, 2016, will be responsible for the full deductible (\$4,000.00 family) (\$2,000.00 single) for their health insurance coverage.

SECTION 8. CONTRIBUTION TO OPEB TRUST FUND

All active service firefighters, up to and including anyone promoted to the rank of Assistant Chief on or after the effective date hereof, shall contribute one percent (1%) of their base salary only to the Other Post-Employment Benefit (OPEB) trust fund that has been established for Department employee's post-employment benefits.

SECTION 9. HEALTHCARE INSURANCE FOR FAMILY OF EMPLOYEE KILLED IN LINE OF DUTY

In any case where an employee is killed in the line of duty, the Town shall carry his health care benefits for such employee's spouse and family until such time as the employee's spouse either remarries or until the employee's youngest child reaches the age of twenty-six (26) years; it being expressly understood and agreed that if an employee's spouse does not remarry, the Town will continue their health care benefits after any children have reached the age of twenty-six (26) years.

SECTION 10. LIFE INSURANCE

Effective July 1, 2001, the Town shall provide to all members of Local 1949 a group term life insurance policy with a double indemnity provision in the amount of fifty thousand dollars (\$50,000.00). Department retirees retain the one (1) time only option to purchase continuation of policy coverage by direct payment to the Town. The Finance Office coordinates the annual billing process in June. Annual premiums are due and payable in full no later than July 15 and are subject to annual rate increases as dictated by the Town's insurance provider. Delinquency will result in termination of coverage.

ARTICLE XXII — PROMOTIONAL PROCEDURES

SECTION 1. PROMOTIONS FOR OFFICERS

All promotions to the ranks of Assistant Chief, Battalion Chief, Captain and Lieutenant shall be on the basis of competitive written and/or other examination as hereafter specified. Such examination(s) shall be given for each particular rank; and no firefighter or officer shall be permitted to take an examination for any union rank other than the one immediately above the rank which he holds. All promotions are made in order of finish from the current active promotional lists. Vacancies shall be filled from applicable eligibility lists within one scheduled work week (i.e. 8 days).

All officers shall serve a six (6) month probationary period upon appointment. The Chief shall have the right to extend a probationary period but shall provide his reasons in writing. Officer probationary periods can only be extended one time, if the officer has not successfully completed their probation period they will return to their previous rank with all seniority preserved.

SECTION 2. PROMOTIONAL LISTS - EXPIRATION DATES

The Town shall maintain active Battalion Chief, Captain and Lieutenant's promotional lists. These lists shall have matching expiration dates and be re-tested and re-established every two (2) years. If extraordinary circumstances preclude timely completion of the new eligibility list, the current list will remain in effect until a new eligibility list can be established.

SECTION 3. NOTICE OF PROMOTIONAL EXAMINATION

No written examination for Battalion Chief, Captain or Lieutenant promotions shall be given without notice of such examination being emailed to all employees and being posted on the bulletin board at the Department Headquarters at least sixty (60) days prior to the date set for said examination. Such notice shall set forth the source materials to be used for said examination, and any examination using materials other than the source materials specified shall be invalid and of no force and effect.

SECTION 4. LIEUTENANT SOURCE MATERIALS

The source materials to be used for the Lieutenant written examinations shall be the most current edition of the IFSTA Fire and Emergency Officer manual, the most current edition of

the R.I. EMS Pre-hospital protocols and standing orders, the most recent edition of the Department SOG and two (2) source materials selected by the Chief.

SECTION 5. BATTALION CHIEF AND CAPTAIN SOURCE MATERIALS

The source materials to be used for the Battalion Chief and Captain written examination shall be the Department SOG and four (4) source materials selected by the Chief.

SECTION 6. MINIMUM TEST SCORE

For promotions to the ranks of Battalion Chief, Captain and Lieutenant, candidates must receive a minimum score of seventy percent (70%) on the written portion of the examination to be eligible for promotion.

SECTION 7. POSTING OF TEST RESULTS

The individual numerical scores of all promotional testing shall not be posted but shall be made available to each candidate upon request. The posting shall be limited to the names of the candidates in the order of finish

SECTION 8. ELIGIBILITY FOR PROMOTION TO OFFICERS' RANKS

- To be eligible for promotion to Assistant Chief, the candidate must be a Battalion Chief of the Department.
- To be eligible for promotion to Battalion Chief, the candidate must be a Captain in the Department.
- To be eligible for promotion to Captain, the candidate must be a Lieutenant in the Department.
- To be eligible for promotion to Lieutenant, the candidate must be a Firefighter 1st Class who has completed at least three (3) years of service in a full-time paid fire department (including the rank of Firefighter 3rd Class training period) as of April 1st in the year in which the written examination is to be given.
- To be eligible to participate in the promotional process for the next higher rank, a candidate must have completed their probationary period (or additional probationary period imposed by the Chief) in their current rank by April 1st in the year in which the written examination is to be given.

- Employees holding the rank of Assistant Chief, Battalion Chief, Captain or Lieutenant must have and maintain at a minimum a current R.I. EMT Cardiac license.

SECTION 9. ASSISTANT CHIEF PROMOTION

In the event of a permanent vacancy in the rank of Assistant Chief, the Chief will post a notice informing all eligible candidates of the vacancy. To be eligible for the position of Assistant Chief, a candidate shall be a Battalion Chief in the Department. The Chief shall determine all promotional procedures and requirements for the Assistant Chief position.

SECTION 9A. BATTALION CHIEF PROMOTIONS

In the event of a permanent vacancy in the rank of Battalion Chief, it will be filled by the next highest-ranking Captain on the current Battalion Chief's promotional list. Consideration by the Chief will be given to the promoted member as to his reporting day to a new shift so that a proper amount of time off is provided (at least 48 hours).

In the event of a long-term vacancy (defined as the Battalion Chief being absent/on leave for more than thirty (30) calendar days), such vacancy shall be filled temporarily, at once by the highest-ranking Captain on the current Battalion Chief's promotional list. If said Captain declines this temporary promotion, it shall then be offered to the next highest-ranking Captain on the list.

SECTION 10. CAPTAIN PROMOTIONS

In the event of a permanent vacancy in the rank of Captain, it will be filled by the next highest-ranking Lieutenant on the current Captain's promotional list. Consideration by the Chief will be given to the promoted member as to his reporting day to a new shift so that a proper amount of time off is provided (at least 48 hours).

In the event of a long-term vacancy (defined as the Captain being absent/on leave for more than thirty (30) calendar days), such vacancy shall be filled temporarily, at once by the highest-ranking Lieutenant on the current Captain's list. If said Lieutenant declines this temporary promotion, it shall then be offered to the next highest-ranking Lieutenant on the list.

SECTION 11. LIEUTENANT PROMOTIONS

In the event of a permanent vacancy in the rank of Lieutenant, it will be filled by the next highest-ranking firefighter on the current Lieutenants' promotional list. Consideration by the Chief will be given to the newly promoted member as to his reporting day to their new shift so that a proper amount of time of is provided (at least 48 hours). In the event of a long- term vacancy (defined as the Lieutenant being absent/on leave for more than thirty (30) calendar days), such vacancy shall be filled temporarily, at once by the highest-ranking firefighter on the current Lieutenant's list. If said firefighter declines this temporary promotion, it shall then be offered to the next highest-ranking firefighter on the list. Firefighters promoted to Lieutenant after July 1, 2013 will be required to obtain their NFPA 1021 and NFPA 1041 certifications within one (1) year of promotion. The Department will provide coverage for the employee if he is on duty during a class. The employee will be responsible to enroll in the next available class.

SECTION 12. EXAMINATION PROCESS FOR CAPTAINS AND LIEUTENANTS

Promotional examinations for the rank of Captain and Lieutenant shall consist of a written examination, oral examination with consideration given to seniority, and the employee's educational background.in accordance with the following point system:

Written examination	45 points
The points awarded for "Written Examination" shall be forty-five (45%) of the points received on the written examination itself (i.e. an employee with a perfect written examination of 100% would be given the full forty-five (45) points. If the employee received 80% on his written examination, he will be awarded thirty-six (36) points, etc.).	
Oral Examination	20 points
The panel chosen to conduct the oral portion of the examination shall be comprised as follows: one panel member chosen by the Fire Chief, one panel member chosen by the Union, and a third panel member chosen by the first two panel members. Panel members shall at least hold the rank of Lieutenant for the Lieutenant's panel and the rank of Captain for the Captain's panel.	
Seniority	10 points
(1/2 point for each completed year of service up to a maximum of 20 years for the Lieutenant's examination and one (1) point for each year as a permanent Lieutenant for the Captain's examination.) The service referenced herein shall also include the six-month probationary period set forth in Article XXII, Section 1.	

Chiefs Points

10 points

Education Points (maximum of 15 points)

15 points

Award	Point	1 Point Award	2 Point Award	3 Point Award	5 Point Award
CPR Instructor			NFPA 1031	NREMTF	BS Degree-Career
ACLS		NFPA 1021	R.I. EMT 1/C License	AS Degree-Career	
PALS			BS Degree-Non-Career		
NFPA 1002					
NFPA 1006		NFPA 1041			
NFPA 1403					
NFPA 1521					
ICS 300					
ICS 400					

Other certifications may be added to this list with the joint agreement of the Chief and the Union President.

Career Degrees must be in Fire Science, Fire Administration, Public Administration, EMS, Nursing or Emergency Management. All Degrees must be from a regionally accredited and certified learning institution.

CPR Instructor, ACLS, PALS, HazMat Tech, RI-ADSFM, R.I. EMT I/C and NREMTF licenses/certifications must be current and not expired in order to be eligible for education points. All candidates for promotion must comply with the NFPA 1582 annual work-related physical assessment, including a completed fitness report from Occupational Health.

SECTION 12A. EXAMINATION PROCESS FOR BATTALION CHIEFS

Promotional examinations for the rank of Battalion Chief shall consist of a written examination, oral examination with consideration given to seniority, and the employee's educational background.in accordance with the following point system:

Written examination 35 points

The points awarded for "Written Examination" shall be thirty-five (35%) of the points received on the written examination itself (i.e. an employee with a perfect written examination of 100% would be given the full thirty-five (35) points. If the employee received 80% on his written examination, he will be awarded twenty-eight (28) points, etc.).

Oral Examination 30 points

The panel chosen to conduct the oral portion of the examination shall be comprised as follows: one panel member chosen by the Fire Chief, one panel member chosen by the Union, and a third panel member chosen by the first two panel members. Panel members shall at least hold the rank of Battalion Chief.

Seniority 10 points

(1 point for each completed year of service as a permanent Captain of the Department (which service shall also include the six-month probationary period set forth in Article XXII, Section 1).

Chiefs Points 10 points

Education Points (maximum of 15 points) 15 points

The awarding of education points for the examination process for Battalion Chiefs shall be the same as set forth above in Section 12.

SECTION 13. STEP INCREASE PROCESS FOR FIREFIGHTERS

A. Firefighter 3rd Class - Step II

Firefighter 3rd Class - Step II shall serve a training period of twelve (12) months. At the end of the one-year (1) training period, he shall either have successfully completed the training period (and been promoted to Firefighter 3rd Class — Step I) or his services can be terminated. For a Firefighter 3rd Class to complete their training period, he must successfully pass a practical skills assessment as developed by the Chief or his designee.

In the event a Firefighter 3rd Class does not successfully complete the practical skills assessment, said firefighter may retake the practical skills assessment no less than forty-five (45) days after his initial attempt or subsequent attempt(s). If a Firefighter 3rd Class does not successfully complete said assessment after three (3) attempts, the employee may have his services terminated.

After having completed all required training based upon the NFPA FF I, NFPA FF II and any other training requirements set forth by the Chief, a Firefighter 3rd Class may be assigned to

a shift and count towards minimum staffing levels after ninety (90) days from date of hire. They will then be eligible for overtime and order-ins.

B. Firefighter 3rd Class - Step I

A Firefighter 3rd Class - Step I shall serve in that position for twelve (12) months.

Firefighter 2nd Class

A Firefighter 2nd Class shall serve in that position for a period of twenty-four (24) months.

D. Firefighter 1st Class

A Firefighter shall be promoted to Firefighter 1st Class after forty-eight (48) months of employment.

ARTICLE XXIII — DETAILS TO OTHER DEPARTMENTS PROHIBITED

The Town agrees that members of the Department whose duties are defined in ARTICLE XIII hereof shall not be detailed to other departments of the Town except when a state of emergency is declared by the Governor and the Town Council President.

ARTICLE XXIV — SENIORITY

Seniority shall be determined by length of continuous service in the Department, including the probationary period. An employee's length of service shall not be reduced by time lost due to sickness or injuries or authorized leaves of absence of less than six (6) months.

On or about July 1 of each year, the Town shall furnish the Secretary of the Union a copy of the proposed seniority list. The Town and the Union shall have thirty (30) days in which to make any corrections or changes on said list and signify their approval thereof. After the order of seniority has been approved by all parties hereto, a permanent and up-to-date list shall be posted and maintained on the bulletin board of the Fire Station for the benefit of all employees and all future seniority questions shall be resolved in accordance therewith.

ARTICLE XXV — DETAILS - CIVIC AND PRIVATE

SECTION 1. CIVIC FUNCTIONS

No employee of the Department, while on off-duty hours, shall be compelled to parade or attend other civic functions, but may do so on a voluntary basis. No on-duty employee shall be compelled to parade or attend other civic functions unless he shall have received a notification at least five (5) days in advance.

SECTION 2. PRIVATE DETAILS

Details shall be assigned on a rotating basis by departmental seniority among the Department's personnel, including those who hold the rank of Assistant Chief.

The Town retains the right to assign any employee to a private detail should there be no employees wishing to accept same. All details shall be assigned through the Department. The Town shall be required to pay any employee who has worked a private detail even if the person or corporation for whom the detail is performed fails to pay for the detail. The amount of the detail pay is set forth in Article XXVII, Section 6.

Employees assigned to a private detail shall be subject to the SOG, General Orders and policies of the Department.

ARTICLE XXVI

(Intentionally left blank)

ARTICLE XXVII — FORMS OF PAY

SECTION 1. SALARIES

Salaries for employees of the Fire Department covered by this Agreement shall be as follows:

	7/1/22	7/1/23	7/1/24	7/1/25	7/1/26
Assistant Chief	\$96,153.55	\$98,076.62	\$100,038.15	\$102,038.92	\$104,079.69
Battalion Chief	N/A	N/A	\$ 90,981.12	\$ 92,800.74	\$ 94,656.76
Captain	\$84,804.15	\$86,500.23	\$ 88,230.24	\$ 89,994.84	\$ 91,794.74
Lieutenant	\$79,514.10	\$81,104.38	\$ 82,726.47	\$ 84,381.00	\$ 86,068.62
Firefighter 1 st	\$74,844.71	\$76,341.60	\$ 77,868.44	\$ 79,425.81	\$ 81,014.32
Firefighter 1 st -II	\$73,491.60	\$74,961.43	\$ 76,461.84	\$ 77,990.64	\$ 79,541.28
Firefighter 1 st -III	\$72,805.50	\$74,256.00	\$ 75,741.11	\$ 77,269.92	\$ 78,820.56
Firefighter 1 st -IV	\$67,704.00	\$69,058.08	\$ 70,439.24	\$ 71,848.02	\$ 73,284.98
Firefighter 2 nd	\$64,886.84	\$66,184.58	\$ 67,508.27	\$ 68,858.44	\$ 70,235.61
Firefighter 3 rd -I	\$55,878.17	\$56,995.73	\$ 58,135.65	\$ 59,298.36	\$ 60,484.32
Firefighter 3 rd -II	\$50,888.56	\$51,906.33	\$ 52,944.46	\$ 54,003.35	\$ 55,083.42

Firefighter 1st = 15+ years; Firefighter 1st-II = 10-14 years; Firefighter 1st-III = 5-9 years;
Firefighter 1st-IV = 4-5 years.

Annual Salaries will be divided over the number of applicable pay periods in any fiscal year.

SECTION 2. EMT PAY

Licensed Rhode Island Paramedics who bid to a permanent position on either Rescue vehicle will receive an additional stipend of fifty cents (\$.50) per hour.

SECTION 2A. ACTING OFFICERS' PAY

When an employee is serving as an Acting Battalion Chief, Acting Captain or Acting Lieutenant, he will be compensated an additional two dollars (\$2.00) per hour for every hour served in the Acting position.

SECTION 3. OVERTIME PAY

Employees who are required to work fifteen (15) minutes or more beyond or outside of their regular shift shall be paid at the rate of time and one-half (1 1/2) their respective hourly rate for any and all work performed beyond their regular scheduled work. Any time worked in any hour beyond the original fifteen (15) minute period shall be considered as one (1) full hour of work for the overtime pay provisions. The Town shall make every reasonable effort to include in each paycheck any overtime pay to which the employee is entitled. Any member who voluntarily accepts an overtime shift in a position below his permanent ranking shall be compensated at the rate that would be paid to a senior member in the position.

SECTION 4. CALL BACK PAY

Employees who are called back for emergencies or other duty shall be compensated for a minimum of three (3) hours at the overtime rate of pay hereinabove set forth and shall be compensated at the overtime rate of pay for any and all time worked after said three (3) hour period. The Town shall make every effort to include in each paycheck any call back-pay to which the employee is entitled for the preceding pay period.

In the event an employee should not be required to work the three (3) hours of a call back, said employee shall remain available to return to work during the remainder of said three (3) hours, and should he receive another call during the same three (3) hour period, and should he fail to respond, he shall receive no compensation for the original call back.

Should a call back occur within thirty (30) minutes of a change in shifts, and an employee on the oncoming shift is called in accordance with the foregoing procedure, said employee answering the call back shall be paid a total of one (1) hour at the overtime rate of pay hereinabove set forth.

SECTION 5. HOLIDAY PAY

Employees shall be granted uniformly an additional one (1) day's pay for each of the following holidays:

New Year's Day	Victory Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Memorial Day	Veterans' Day
Juneteenth	Thanksgiving Day
Independence Day (July 4)	Christmas Day

Holiday pay shall be computed at one-fifth (1/5) of the employee's regular weekly salary. In addition to the foregoing holidays, employees shall be entitled to an additional day's pay for any day declared a holiday by the Town Council.

SECTION 6. DETAIL PAY

All employees who are assigned to a private detail shall be compensated at the rate of a Captain's hourly overtime rate of pay (the "detail rate"), with a minimum guarantee of four (4) hours pay in the event a detail requires less than four (4) hours.

All employees who are assigned to a private detail on the following holidays shall be compensated at the rate of double time (2 times) the detail rate for such details, with the minimum four (4) hour guarantee in effect. Said holidays are:

- Independence Day (July 4th), except for civil details
- Thanksgiving Day
- Christmas Eve (from 6:00 p.m.)
- Christmas Day
- New Year's Eve (from 6:00 p.m.)
- New Year's Day

For any detail which is not canceled at least two (2) hours before the detail is to start, the assigned employee shall receive four (4) hours pay, to be made by the person or corporation for whom the detail is performed.

The pay for said detail shall be paid to the employee by the Town no later than the second paycheck after completion of the detail and the person or corporation for whom the detail is performed shall pay said amount to the Town at the conclusion of the detail. Details shall be assigned on a rotating

basis by departmental seniority among the Department's personnel, including those who hold the rank of Assistant Chief. The Town may charge an additional administrative fee to said person or corporation in addition to the detail rate.

SECTION 5. HOLIDAY PAY

Employees shall be granted uniformly an additional one (1) day's pay for each of the following holidays:

- | | |
|---------------------------|------------------|
| New Year's Day | Victory Day |
| Martin Luther King Day | Labor Day |
| President's Day | Columbus Day |
| Memorial Day | Veterans' Day |
| Juneteenth | Thanksgiving Day |
| Independence Day (July 4) | Christmas Day |

Holiday pay shall be computed at one-fifth (1/5) of the employee's regular weekly salary. In addition to the foregoing holidays, employees shall be entitled to an additional day's pay for any day declared a holiday by the Town Council.

SECTION 6. DETAIL PAY

All employees who are assigned to a private detail shall be compensated at the rate of (\$50.00) per hour (detail rate), with a minimum guarantee of four (4) hours pay in the event a detail requires less than four (4) hours.

All employees who are assigned to a private detail on the following holidays shall be compensated at the rate of double time (2 times) the detail rate for such details, with the minimum four (4) hour guarantee in effect. Said holidays are:

- Independence Day (July 4th), except for civil details
- Thanksgiving Day
- Christmas Eve (from 6:00 p.m.)
- Christmas Day
- New Year's Eve (from 6:00 p.m.)
- New Year's Day

For any detail which is not canceled at least two (2) hours before the detail is to start, the assigned employee shall receive four (4) hours pay, to be made by the person or corporation for whom the detail is performed.

The pay for said detail shall be paid to the employee by the Town no later than the second paycheck after completion of the detail and the person or corporation for whom the detail is performed shall pay said amount to the Town at the conclusion of the detail. Details shall be assigned on a rotating basis by departmental seniority among the Department's personnel, including those who hold the rank of Assistant Chief. The Town may charge an additional administrative fee to said person or corporation in addition to the detail rate.

ARTICLE XXVIII — GRIEVANCE PROCEDURE

Notwithstanding any Town Ordinances regarding employees of the Town, alleged grievances of employees of the Department arising from any cause shall be handled exclusively in accordance with the following procedure:

SECTION 1. THE GRIEVANCE PROCESS

Step 1

An employee having a grievance shall bring the grievance to the attention of the President of the Union within ten (10) days from the date of the event (or the grievant's knowledge of the event) giving rise to the grievance. If, in the judgment of the Union, the nature of the grievance justifies further action, it shall submit the grievance in writing to the Chief or, in his absence, to the Acting Chief within twenty (20) days of the event (or the grievant's knowledge of the event) giving rise to the grievance. Within ten (10) days after said Chief/Acting Chief receives such grievance, he shall issue his decision in writing.

Step 2

If the decision of the Chief/Acting Chief is not acceptable to the Union, it may present the grievance to the Town Administrator. The Town Administrator shall meet with the Union within ten (10) days of receipt of a request. If either party feels it is necessary, the individual or individuals involved in the grievance shall be ordered to appear at this meeting for the purpose of testifying on the grievance. The Union and the Town shall be entitled to have counsel present. The Town Administrator shall render his decision in writing within ten (10) days after the meeting.

Step 3

If the decision of the Town Administrator is not acceptable to the Union, it may demand within seven (7) days of the written decision to proceed to arbitration in accordance with the American Arbitration Association's Rules for Labor Arbitration. Fees and necessary expenses of the arbitrator shall be borne equally by the parties hereto.

SECTION 2. GENERAL GRIEVANCES

In addition to the foregoing procedure, Local 1949 shall have the right to bring a grievance on behalf of any employee or on its own behalf if said grievance affects all employees in the bargaining unit. Such grievance shall be commenced within twenty (20) days of its occurrence by the filing with the Chief the grievance in writing, and the procedure shall be the same as followed above.

SECTION 3. DISCIPLINARY GRIEVANCES

Any disciplinary action taken against any employee, including but not limited to termination, demotion, reduction in rank or suspension (with or without pay) shall be subject to the grievance procedure hereinbefore set forth.

ARTICLE XXIX — SERVICE AND PERSONNEL RECORDS

Upon request, any permanent member of the Department shall be entitled to inspect his service or personnel record at any reasonable time.

No reprimand or evaluation shall be placed in or on an employee's service or personnel record without notice and a copy thereof being sent to the employee.

The grievance procedure set forth in this Agreement shall be available to all employees desiring to challenge any written reprimand or evaluation based upon a challenge as to the validity of the reprimand or evaluation.

The Human Resources Director shall be the official custodian of all service and personnel records.

ARTICLE XXX

(Intentionally left blank)

ARTICLE XXXI — LEGAL ASSISTANCE AND INDEMNIFICATION

In the event any employee is sued in any civil proceeding as the result of actions performed by said employee in the performance of his duties as an employee of the Department, the Town agrees to provide such employees with all necessary legal assistance, and further agrees to pay any judgment rendered against such employee, within the limits of the insurance coverage presently in effect, which limit is presently five million dollars (\$5,000,000.00).

ARTICLE XXXII — WORKING CONDITIONS

SECTION 1. CHANGE IN WORKING CONDITIONS

The Town agrees that, except in cases of emergency, it will not institute any significant change in the regular working conditions of employees without prior consultation concerning said change with Local 1949; it being understood, however, that in the event a question arises as to whether or not a working condition has been changed, the employees will carry out the orders of the Officer in Charge pending the resolution of the question in accordance with the grievance procedure set forth in this Agreement.

SECTION 2. PHYSICAL FITNESS PROGRAM

The Town and the Union shall cooperate in formulating a physical enhancement program, designed to improve the physical condition of the employee. To this end a committee shall be formed comprised of an equal number of representatives of the Town and the Union, with the charge of formulating a program for employees of the Department. Such program shall not be mandatory on any employee. The Town and the Union will encourage all employees to participate in the program.

SECTION 3. CONTROLLED SUBSTANCES

The unlawful manufacturing, distribution, dispensation, possession, or use of a controlled substance by a member of the Department while on duty, or the failure of the employee to notify the employer of his criminal drug statute conviction for a violation occurring while on duty within five (5) days of such conviction, is prohibited.

SECTION 4. PARAMEDIC LICENSES

The Town shall provide or pay for EMT Paramedic recertification classes, when needed, and will provide administrative leave to attend classes which conflict with duty schedules.

SECTION 5. EMT LICENSES

A. Effective July 1, 2010, all employees of the Department shall be required to possess and maintain a valid EMT - Basic Certificate, as a condition of continued employment.

B. All employees hired after July 1, 2010, must maintain, at a minimum, a R.I. EMT Cardiac Certification as a condition of employment.

C. The Town shall provide EMT Recertification classes for all members of the Department, up to EMT Cardiac level, when needed. These classes will be conducted on a per shift basis while on duty. Any member of the Department who misses a scheduled class on his shift is responsible to make up this class with a different shift on his own time. All officers of the department must maintain an EMT Cardiac Certification.

SECTION 6. EDUCATION REIMBURSEMENT TO TOWN

In the event that any employee leaves the employ of the Town for any reason other than retirement, disability, or death, such firefighter shall repay the Town the cost of all college level course work received by the firefighter at Town expense during the two (2) years of employment immediately preceding the date of separation.

ARTICLE XXXIII

(Intentionally left blank)

ARTICLE XXXIV — PENSIONS/RETIREMENT

INTRODUCTION

- As of the date of this Agreement, employees are covered by one of the following pension plans: (i) a defined benefit plan for those employees hired prior to July 1, 2013; (ii) a defined contribution plan for those employees hired after July 1, 2013 who have enrolled in this 401(a) Plan and who have opted out of MERS; or (iii) the State Municipal Employees Retirement System for those employees hired on or after July 1, 2013 and who have not enrolled in the Town's 401(a) Plan.

- "Annual salary" or "salary" as used in this Article shall mean the salary set forth in the wage chart in Article XXVII. It shall also include the so-called retirement bonus set forth in Section 4 of this Article. In calculating an employee's annual salary for those retiring under this Article, the employee's retirement date shall be used as a starting point. The salary paid to the employee in the immediate twelve (12) month period of 365 or 366 days immediately preceding the retirement date shall be used in the calculation. By way of example, if an employee retires on March 15, 2022, his annual salary for one (1) year for retirement calculation purposes would be based on the period between March 16, 2021 through March 15, 2022. For a three (3) year period, the annual salary for retirement calculation purposes would be based on the periods between March 16, 2019 through March 15, 2020, March 16, 2020 through March 15, 2021 and March 16, 2021 through March 15, 2022. The number of actual pay period dates falling within any twelve (12) month period will not have a bearing on the calculation of pension benefits.

SECTION 1. TOWN'S DEFINED BENEFIT PLAN FOR EMPLOYEES HIRED PRIOR TO JULY 1, 2013

Effective July 1, 2013, the Town and the Union agree to adopt "Option 2" of the Town's Municipal Pension Funding Improvement Plan submitted to the State of Rhode Island Department of Revenue on October 31, 2012. The details of this change to the Town's Municipal Pension Plan are as follows:

A. Creditable Service Prior to July 1, 2013

Employees hired prior to July 1, 2013, will retain any credit in the Town Pension Plan that they earned for credited service prior to July 1, 2013, pursuant to the benefit levels that were in effect prior to July 1, 2013 (i.e. 3% per year (including any portion thereof) of credited service toward their pension benefit for up to the first twenty (20) years of credited service and an additional 2% per year (including any portion thereof) of credited service beyond twenty (20) years toward their pension benefit to a maximum of seven (7) years for up to an additional 14%).

B. Creditable Service on or After July 1, 2013

For service on or after July 1, 2013, employees will receive a 2% per year (including any portion thereof) of credited service toward their pension benefit to a maximum of 74%.

C. Retirement Vesting and Notification

Employees in the defined benefit plan must have at least twenty (20) years of creditable service before being eligible to retire. However, employees shall be vested after ten (10) years of service and shall be allowed to collect their vested pension benefit following the first day they would have completed twenty (20) years of service.

While nothing herein contained shall be deemed to prevent an employee from retiring at any time for which he is eligible, failure of an employee to provide the Town with six (6) months' notice of intention to retire may result in delay in issuance of the initial monthly pension checks.

D. Contributions

Effective July 1, 2022, the cost of this plan shall be funded by employee pre-tax contributions of 14.6% of the employee's annual salary. Each year, the Town's actuary shall determine if the percentage of the employee's salary contribution should be increased or decreased based on the additional cost of the plan utilizing only the following three (3) components:

- the cost of the COLA for non-MERS employees
- the cost for the additional 1% per year of credited service (i.e. from 1% to 2%) for the service between July 1, 2013 and June 30, 2016.

- The cost for the additional \$3,000 of incentive bonus (i.e. from \$2,000 to \$5,000 used in calculating an employee's pension benefits (see Article XXXIV, Section 4).

The Town's actuary shall determine whether the employee contribution percentage should be increased or decreased by setting the percentage of employee contributions at an amount that she or he determines will ensure that the above-specified additional costs of the plan are fully covered by the employee contributions. If the Town's actuary determines that the percentage of employee contributions should be increased or decreased to fully cover the above-specified costs of the plan, then the Town shall implement the increase or decrease to the employees' contributions, as determined by the Town's actuary, as of the July 1st following the date of the Town's actuary's determination, and the Town shall adjust the deduction from employees' pay accordingly.

The remaining costs of the plan shall be funded by the Town.

E. Calculation of Pension Benefits

An employee's pension benefit under this plan shall be calculated by multiplying the creditable service percentage by the highest annual salary of the last three (3) years of employment. For those employees entitled to a pre-retirement death benefit (see subsection (G) below), the creditable service percentage shall be multiplied by the average annual salary of the last five (5) years of employment.

F. COLAs

Employees under this plan who retire on or after July 1, 2022, with twenty (20) or more years of credited service, shall receive an annual non-compounding COLA of 2% which shall commence on January 1 immediately following the retiree's retirement.

G. Death Benefit

The Town shall continue to provide employees a pre-retirement death benefit equal to the greater of (i) the employee's creditable service percentage or (ii) 30%, of the average of the last five (5) year's annual salary plus 10% for each child under age twenty-one (21) (to a maximum of two children—i.e. a maximum of an additional 20%).

SECTION 2. TOWN'S DEFINED CONTRIBUTION PLAN FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2013

Three (3) employees hired on or after July 1, 2013 have elected to be enrolled in the Town's 401(a) defined contribution plan (as opposed to enrolling in MERS). The employee will contribute 8% of his salary and the Town will contribute 9% of his salary. The funds contributed to this defined contribution plan by the Town shall be subject to a five (5) year vesting schedule (i.e. Town contributed funds are 20% vested after 1 year of service; 40% vested after 2 years of service; 60% vested after 3 years of service; 80% vested after 4 years of service; and 100% vested after 5 years of service).

SECTION 3. MERS FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2013

Employees hired on or after July 1, 2013, shall have the option to be enrolled in the State Municipal Employees Retirement System ("MERS") with COLA option. Members electing to be enrolled into MERS will be subject to the current MERS plan provision for firefighters with the COLA option, including disability retirement provisions. Employees will contribute 10% of their annual salary and holiday pay into the MERS. The Town will contribute 10.75% (inclusive of disability insurance) of the employee's annual salary and holiday pay into the MERS.

SECTION 4. RETIREMENT BONUS

Employees who provide a written notice of intent to retire one (1) year in advance of the date of retirement shall receive a retirement bonus in the amount of five thousand dollars (\$5,000.00), which shall be included as part of the employee's annual salary for purposes of calculating pension benefits under any of the three (3) pension plans referenced in this Article. The incentive bonus shall become payable and the written intent to retire shall become irrevocable upon the date of the employee's retirement or the date the employee commences leave in anticipation of retirement, whichever occurs first. Employees who utilize this provision are allowed to use a maximum of sixty (60) shifts of sick leave prior to their scheduled retirement date.

ARTICLE XXXIV-(A) — DISABILITY PENSIONS

SECTION 1. DEFINITIONS

Whenever used in this Article, these phrases shall have the following meaning:

- “Accidental disability shall mean a disability incurred while in the performance of duties as a member of the Department—i.e. work-related.
- “Ordinary disability” shall mean a disability not incurred while in the performance of duties as a member of the Department—i.e. non-work-related.
- “Annual salary” or “salary” shall mean the salary set forth in the wage chart in Article XXVII.

SECTION 2. TOTAL AND PERMANENT DISABILITY PENSION - EMPLOYEES HIRED PRIOR TO JULY 1, 2013

A. Accidental Disability: Work Related Injury/Illness

In the event that an employee hired prior to July 1, 2013 becomes totally and permanently disabled as a natural and proximate result of injuries or illness sustained while in the performance of duty and such disability is not the result of willful negligence or wanton misconduct on the part of the employee and said employee remains away from regular employment with the Department for a period of eighteen (18) months, such employee shall be entitled to receive disability benefits as set forth in this Section. The Town shall direct the Town Council to place such employee on a disability pension as of the day following the employee’s termination date.

In the event that an employee shall apply for a disability pension prior to the expiration of the eighteen (18) month period described above, the Town shall consider the reports of the employee’s physician(s) and the Town’s physician. If these physicians are not in agreement with respect to the employee’s application for a disability pension, the provisions of Section 6 below shall govern. Such employee shall be considered to be totally and permanently disabled for purposes of this Section if, after reviewing the pertinent medical reports and other relevant evidence, the Town Council concludes that the said employee is physically or mentally disabled for the performance of duty and such disability is not due to age or length of service.

B. Pension Benefits for Accidental Disability Pensioners

(i) Disabled From All Employment

For employees determined to be totally and permanently disabled from all employment, the monthly disability benefits payable to an employee shall be an amount equal to sixty-six and two-thirds percent (66 2/3%) of the employee's annual salary at the time of the employee's retirement date. The benefit shall be paid monthly for the period of disability and shall be adjusted annually by a non-compounding COLA of three percent (3%) beginning on January 1 immediately following the employee's retirement.

(ii) Disabled Only As A Firefighter

For employees found to be only disabled from service as a member of the Department, the benefit shall be fifty percent (50%) of the annual salary at the time of the employee's retirement date. The benefit shall be paid monthly for the period of disability and shall be adjusted annually by a non-compounding COLA of two percent (2%) beginning on January 1 immediately following the employee's retirement.

C. Ordinary Disability: Non-Work-Related Injury/Illness

An employee hired prior to July 1, 2013 who has not reached his normal retirement date but who has completed at least ten (10) years of service with the Department and who has become disabled by any medically determinable physical or mental impairment which can be expected to be either of indefinite duration or result in death, which disability has not incurred in the performance of his duties for the Department, and which renders the employee unfit for duty as a firefighter, may be retired on an ordinary disability pension.

D. Pension Benefits For Ordinary Disability Pensioners

The monthly disability benefit payable to an employee hired prior to July 1, 2013 who becomes entitled to an ordinary disability pension shall be equal to fifty percent (50%) of the employee's average monthly salary over any period of three consecutive years which produces the highest average monthly rate. The benefit shall be adjusted annually by a non-compounding COLA of two percent (2%) beginning on January 1 immediately following the employee's retirement. The

disability benefit shall be payable monthly until the earlier of (a) the disability ends or (b) the retiree reaches what would have been his normal retirement date (i.e. completion of 20 years of service). If the disability benefit ends because the retiree reaches what would have been his normal retirement date, then the disability pension will be converted to a normal service retirement pension in which case that normal service retirement pension shall be calculated as though the retiree had worked during the period of his disability pension. For purposes of clarity, he would receive creditable service for the time he was receiving disability pension benefits and his annual salary will be based on what other employees holding a comparable position in the Department were earning at the time of his 20th year anniversary.

SECTION 3. TOTAL AND PERMANENT DISABILITY PENSION - EMPLOYEES HIRED ON OR AFTER JULY 1, 2013 WHO ARE NOT IN MERS

A. In General

Those employees hired on or after July 1, 2013 who are not in MERS and who are enrolled in the Town's 401(a) Plan will also have an alternative plan for disability pensions provided by the Town. Enrollment in this so-called disability pension plan will be for both accidental and ordinary disabilities. The Town will contribute an additional amount to this disability pension plan to fund disability retirements only. Notwithstanding any other provision in this Agreement, pension plan or pension ordinance, a disabled employee will be considered one hundred percent (100%) vested in the 401(a) Plan regardless of the number of years of service.

B. Accidental Disability: Work-Related Injury/Illness (Non-MERS)

Employees hired on or after July 1, 2013 who are not in MERS and who are seeking an accidental disability pension shall be governed by the provisions of Section 2(A) of this Article.

C. Pension Benefits for Accidental Disability Pensioners (Non-MERS)

(i) Disabled From All Employment

For employees determined to be totally and permanently disabled from all employment, the monthly disability benefit payable to an employee shall be sixty-six and two-thirds percent (66 2/3%) of the employee's annual salary at the time of the employee's retirement date and calculated as follows:

As of the accidental retirement date, the total value of the employee's 401(a) Plan will be used to actuarially determine the monthly annuity value of the account (the "normal annuity value"). This calculation will be performed at the Town's expense by the Town's pension actuary. Once the normal annuity value has been determined, the monthly accidental disability payment will be reduced by the normal annuity value.

For example: The employee's annual salary at the time of accidental disability retirement is \$48,000.00. The annual disability pension amount is \$32,000.00 and the monthly disability pension amount is \$2,667.00. The actuary's normal annuity valuation of the employee's 401(a) Plan is determined to be \$200.00 per month. The monthly accidental disability payment would be reduced by \$200.00 per month. The retiree would receive \$2,467.00 per month from the disability pension plan and would be able to draw \$200.00 from his 401(a) Plan to produce the total sixty-six and two thirds percent (66 2/3%) accidental disability pension.

The benefit shall be paid monthly for the period of disability and shall be adjusted annually by a non-compounding COLA of three percent (3%) beginning on January 1 immediately following the employee's retirement.

(ii) Disabled Only As A Firefighter

For employees found to be only disabled from service as a member of the Department, the benefit shall be fifty percent (50%) of the employee's annual salary at the time of the employee's retirement date and calculated as set forth in the second paragraph of Section 3(C)(i) of this Article. The benefit shall be paid monthly for the period of disability and shall be adjusted annually by a non-compounding COLA of two percent (2%) beginning on January 1 immediately following the employee's retirement.

D. Ordinary Disability: Non-Work-Related Injury/Illness (Non-MERS)

An employee hired prior to July 1, 2013 who has not reached his normal retirement date but who has completed at least ten (10) years of service with the Department and who has become disabled by any medically determinable physical or mental impairment which can be expected to be either of indefinite duration or result in death, which disability has not incurred in the performance of his duties for the Department, and which renders the employee unfit for duty as a firefighter, may be retired on an ordinary disability pension.

E. Pension Benefits for Ordinary Disability Pensioners (Non-MERS)

The monthly disability benefit payable to these pensioners shall be equal to fifty percent (50%) of the employee's average monthly salary over any period of three (3) consecutive years which produces the highest average monthly rate as of the employee's retirement date and calculated as set forth in the second paragraph of Section 3(C)(i) of this Article. The disability benefit shall be payable monthly until the earlier of (a) the disability ends or (b) the retiree reaches what would have been his normal retirement date (i.e. completion of 20 years of service). If the disability benefit ends because the retiree reaches what would have been his normal retirement date, then the disability pension will be converted to a normal service retirement pension in which case that normal service retirement pension shall be calculated as though the retiree had worked during the period of his disability pension. For purposes of clarity, he would receive creditable service for the time he was receiving disability pension benefits and his annual salary will be based on what other employees holding a comparable position in the Department were earning at the time of his 20th year anniversary.

For example: At the time of ordinary disability retirement, the employee's highest average annual salary based upon any three (3) consecutive years of salary is \$48,000.00. The annual disability pension amount is \$24,000.00 and the monthly disability pension amount is \$2,000.00. The actuary's normal annuity valuation of the employee's 401(a) Plan is determined to be \$200.00 per month. The monthly accidental disability payment would be reduced by \$200.00 per month. The retiree would receive \$1,800.00 per month from the disability pension plan (until such time as the employee reaches his normal retirement date) and would be able to draw \$200.00 from the 401(a) Plan to produce the total fifty percent (50%) ordinary disability pension. Once the retiree reaches his normal retirement date, he would then begin taking distributions exclusively from the 401(a) Plan.

SECTION 4. TOTAL AND PERMANENT DISABILITY PENSION - EMPLOYEES HIRED ON OR AFTER JULY 1, 2013 IN MERS

Employees hired on or after July 1, 2013 and who have elected to be enrolled in MERS seeking a disability pension shall file their application with MERS and shall be subject to MERS statutory regulations regarding the application process. The decision to grant or deny the employee's application shall be made by the State Retirement Board pursuant to the applicable state statutes and rules and regulations of MERS.

SECTION 5. EXAMINATION OF DISABLED PENSIONER

With respect to those employees not in MERS, the Town may, from time to time, cause a retiree who is receiving a disability pension to be examined by a qualified physician selected by the Town; provided, however, that there may not be more than one (1) annual examination after the first year of the retiree's retirement date. If, in such physician's opinion, the retiree's condition warrants him returning to duty with the Department, and the participant retiree meets the Department's written and physical requirements for new employees, he shall be regarded as having recovered from such disability, he shall be reinstated to duty forthwith, at the same rank and seniority as of the date of his disability retirement. Payment of a disability pension to him shall cease upon his reinstatement. The failure of the participant retiree to submit to such examination, when so requested by the Town, shall result in discontinuance of the payment of the disability pension to such retiree until he shall comply with such request.

SECTION 6. RESOLUTION OF MEDICAL DISPUTES

In the event a dispute shall arise as to whether an employee/retiree is or continues to be disabled as provided by this Article prior to the granting of benefits (or in the case of a retiree prior to the cessation of benefits), he shall be examined by a qualified physician selected by the Town and a qualified physician selected by the employee/retiree. If the findings of such physicians are in agreement with respect to the employee/retiree's disability, those opinions shall be binding on the Town, the employee/retiree and all others concerned. If such physicians are not in agreement, the employee/retiree shall be examined by a third physician selected by the two (2) other physicians, and the findings of such third physician shall be final and binding on the Town, the participant and all others concerned. The Town shall assume all expenses related to these examinations.

SECTION 7. PAYMENTS IN LIEU OF WORKERS' COMPENSATION

Any amounts paid or payable under the provisions of this Article with respect to work-related injuries/illnesses shall be deemed in lieu of Worker's Compensation.

SECTION 8. TEMPORARY DISABILITY INSURANCE (TDI)

In addition to all of the rights and benefits set forth in this Article, all active members of the bargaining unit will have the option of being enrolled in the State of Rhode Island Temporary Disability Insurance Program. The employee will be responsible for all costs associated with TDI insurance. The Town will facilitate payroll deductions for TDI and payment to the Rhode Island Division of Taxation.

ARTICLE XXXV

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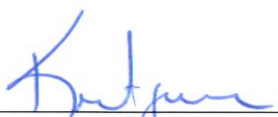
ARTICLE XXXVI — DURATION OF THIS AGREEMENT

This agreement shall be for the term of five (5) years commencing July 1, 2022 and ending June 30, 2027.

The parties agree that the terms and conditions of the CBA shall remain in full force and effect until such time as the parties enter into and have ratified or arbitrated a successor agreement.

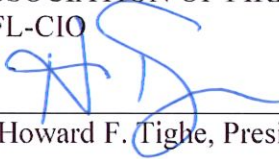
IN WITNESS WHEREOF, the Town of Portsmouth has caused this instrument to be executed and its corporate seal to be affixed by Kevin M. Aguiar, its Town Council President, hereunto duly authorized, as of the day and year first above written and the said Local 1949, International Association of Firefighters, AFL-CIO, has caused this instrument to be executed by Howard F. Tighe, its President, hereunto duly authorized as of the day and year first above written.

TOWN OF PORTSMOUTH

By: 

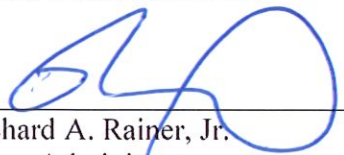
Kevin M. Aguiar
Town Council President

LOCAL 1949, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
AFL-CIO

By: 

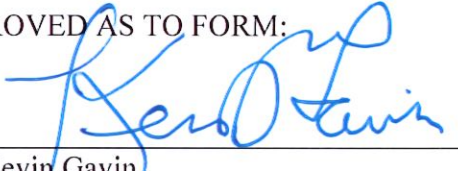
Howard F. Tighe, President

TOWN OF PORTSMOUTH

By: 

Richard A. Rainer, Jr.
Town Administrator

APPROVED AS TO FORM:

By: 

Kevin Gavin
Town Solicitor