AGREEMENT

By and Between

TOWN OF PORTSMOUTH

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

LOCAL 1949

July 1, 2016 to June 30, 2019

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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, A.D. 2016, by and between the TOWN OF PORTSMOUTH and LOCAL 1949, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO.

ARTICLE I. GENERAL

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

ARTICLE II. RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for all permanent uniformed employees of the Portsmouth Fire Department, excepting only the Chief and Deputy Chief, for the purpose of collective bargaining relative to wages, salaries, hours and working conditions. The rights of the Town of Portsmouth and employees covered by this Agreement shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

ARTICLE III. UNION SECURITY

A. Any member of the Portsmouth Fire Department who is a member of the Union as of the effective date of this Agreement, and any member of the Fire 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.

B. The Town agrees not to discriminate against members of the Fire 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 Fire Department.

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

ARTICLE IV. 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.

ARTICLE V. NO STRIKE CLAUSE

In consideration of the right of employees covered by the Agreement to a resolution of disputed questions under the grievance and arbitration proceedings hereinafter set forth, the Union, for itself and for all employees covered by this Agreement, hereby agrees that no employee covered by this Agreement 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 VI. MANAGEMENT RIGHTS

The Town shall retain the right to issue rules and regulations governing the internal conduct of the Fire Department as provided by law. Firefighters 3rd Class **during their first twelve (12) months of employment** can be discharged without cause. Regular employees can be discharged for just cause. It is agreed upon that the Town of Portsmouth can hire/institute the use of civilian dispatchers. The dispatchers do not count towards the minimum staffing requirements in accordance with Article XI for Firefighters. It is agreed upon that, if a civilian dispatcher is absent from duty, the civilian dispatcher position will be first filled by a part-time dispatcher. If one is not available, it will be filled by a full-time civilian dispatcher, and, if no full-time civilian dispatcher is available, then it is 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 Fire Chief during times of emergencies.

ARTICLE VII. LEAVE OF ABSENCE

A leave of absence may be granted by the Town Council, 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 VIII. SICK LEAVE, BEREAVEMENT LEAVE, LIGHT DUTY, ETC.

A. Sick Leave:

Any employee hired prior to **July 1, 2016** of the Fire Department covered by this Agreement shall be entitled to sick leave at the rate of one and one-quarter (1 1/4) days for each full calendar month of service; provided, however, that such benefit shall not accrue in excess of one hundred eighty (180) days. **Any employee hired on or after July 1, 2016 of the Fire Department covered by this agreement shall be entitled to sick leave at the rate of (.833) days for each full calendar month of service; provided, however, that such benefit shall not accrue in excess of one hundred twenty (120) days**. An employee on sick or injury leave shall remain at his/her residence, except that the employee may depart his/her 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 his/her superior of his/her planned departure; provided, however, nothing herein contained shall be interpreted

to prevent an employee from departing his/her residence as part of his/her therapy or convalescence as prescribed by his/her 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 superior in advance must be obtained. Should the employee leave his/her residence without providing advance notice of such departure, and securing the superior's approval, where necessary, he/she shall be denied sick or injury leave.

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

1. 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.

Sick leave for employees covered by this Agreement shall be granted for the following defined reasons:

a. Personal illness or physical incapacity not connected with the employee's service in the Fire Department, to such an extent as to render said employee unable to perform the duties of his/her present position or some other position in the Fire Department if said employee is found capable of other departmental work by a qualified physician. When a member is out on sick leave, he/she must leave a telephone number where he/she 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 of a member of the immediate family of the employee, living in the home of the employee when the presence of the employee is required on account of said illness. The employee shall furnish satisfactory proof of illness and of the need 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 sick leave herein provided, shall not exceed five (5) working days in any fiscal year and shall be non-cumulative from year to year.

B. Bereavement Leave

Personal 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 immediate family of a member of the Fire Department covered by this Agreement, 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 Fire Chief. Immediate family is defined as husband, wife, 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 Fire Chief. The Employee shall furnish evidence of death and attendance at funeral, if so requested by the Town. In the event of the death of an aunt or uncle of a member of the Fire Department covered by this agreement, said member shall be authorized to receive two (2) working days with pay as bereavement leave.

b. In the case of death of relatives other than as provided in Paragraph a. 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 Fire Chief or Deputy Chief.

C. Sick Leave upon Retirement, Death or Termination of Employment

In any case where an employee covered by this Agreement dies having at such time unused, accumulated sick leave, the Town shall pay forty percent (40%) of the amount of such accrued, unused sick leave to the Executor or Administrator of the employee's estate or to his/her widow(er) if there be no Executor or Administrator; or to his/her next of kin if there be no widow(er). In the event, however, that such employee's death is deemed to be in the line of duty, the Town shall pay one hundred percent (100%) of the amount of such accrued, unused sick leave to the Executor or Administrator of the employee's estate or to his/her widow(er) if there be no Executor or Administrator; or to his/her next of kin if there be no widow(er).

In the case of retirement or voluntary termination after ten (10) years of employment where an employee has unused, accumulated sick leave, the Town shall pay forty percent (40%) of the amount of such accrued, unused sick leave directly to the employee on his/her retirement or voluntary termination of employment from the employ of the Town.

The amount to be paid for unused, accumulated sick leave pay shall be determined by multiplying the employee's most recent daily rate of pay (i.e., his/her weekly pay divided by five [5]) by the number of unused, accumulated days of sick leave, as above set forth, up to a maximum of seventy-two (72) days **for employees hired prior to July 1, 2016 and a maximum of forty-eight (48) days for employees on or after July 1, 2016.**

Should any firefighter receive benefits under the provisions of ARTICLE VIII or ARTICLE IX of this Collective Bargaining Agreement, and should said member 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 these Articles. This provision does not apply to private insurance coverage purchased by the firefighter at his/her expense.

D. 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:

1.) 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.

2.) 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.

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

4.) 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.

Employees who are on "light duty" shall be required to perform the following:

1.) Administrative, Training or Fire Prevention duties as set forth by the Fire Chief.

2.) He/she will perform no firefighting or rescue activities whatsoever.

3.) He/she will not engage in strenuous maintenance, physical training or any other fire station chore. He/she may sit in on non-physical training.

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

E. Sick Leave for Early Retirement – Any active member of the bargaining unit with less than twenty (20) years may apply all or a part of unused, accumulated sick leave (180 days maximum) to attain up to twenty (20) years credited service and retire with the twenty (20) years credited service.

F. Sick Leave Bank – Any active member of the bargaining unit may "gift" (grant his/her 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.

ARTICLE IX. INJURY OR ILLNESS IN 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.

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

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 insure or not shall be solely that of the Town.

Should any firefighter receive benefits under the provisions of ARTICLE VIII or IX of this Collective Bargaining Agreement, and should said member 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 these ARTICLES. This provision does not apply to private insurance coverage purchased by the firefighter at his/her expense.

A. Total and Permanent Disability Pension – Employees Hired Prior to July 1, 2013

1. 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 participant, who has been examined by a physician appointed by the Town and remained away from regular employment with the fire department for a period of eighteen (18) months, such participant shall be entitled to receive disability benefits upon being found unfit for duty. The Town shall direct the trustees to place such participant on a disability pension as of the day following the participant's termination date. In the event that a participant shall apply for a disability pension prior to the expiration of the eighteen (18) month period described above, the trustees shall cause the participant to submit to a medical examination as set forth in subsection five (5) below. Such participant shall be considered to

be totally and permanently disabled for purposes of this section if the third physician concludes that the said participant is physically or mentally disabled for the performance of duty and such disability is not due to age or length of service.

2. Ordinary Disability: Non-Work Related Injury/Illness. An employee hired prior to July 1, 2013 who has not reached his/her normal retirement and who has completed at least ten (10) years of service with the fire department of the Town 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 is not incurred in the performance of his/her duties for the fire department, and which renders the participant unfit for duty as a firefighter, may be retired on a disability pension.

3. The monthly disability benefits payable to a participant who becomes entitled thereto pursuant to Article IX section A.1. shall be an amount equal to sixty-six and two-thirds (66 2/3) of the participant's annual earnings at the time of the participant's retirement date, provided the participant is determined to be totally and permanently disabled from all employment. For participants found to be only disabled from service as a member of the Portsmouth Fire Department by the Town's appointed physician, the benefit would be reduced from sixty-six and two-thirds percent (66 2/3%) of annual earnings to fifty percent (50%) of annual earnings. These changes shall take place for all disabilities incurred after 1 July 2010. The benefit shall be paid monthly for the period of disability and shall be adjusted annually by one and seven-tenths percent (1.7%) beginning on January 1 immediately following the fifth (5th) anniversary of the retiree's retirement. For a participant who is determined to be totally and permanently disabled from all employment, 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 retiree's retirement. For the purposes of this section "annual earnings" shall include base salary, longevity and E.M.T. bonus. The retiree is obligated to provide evidence of the continuation of disability status as requested by the Personnel Board. Failure to comply with such request by the Personnel Board will result in termination of disability benefits.

The monthly disability benefit payable to an employee hired prior to July 1, 2013 who becomes entitled thereto pursuant to Article IX section A.2. shall be equal to fifty percent (50%) of the employee's average monthly rate of earnings over any period of three consecutive years which produces the highest average monthly rate. The benefit shall be payable monthly for the period of disability and shall be adjusted annually by one and seven-tenths percent (1.7%) beginning on January 1 immediately following the fifth (5th) anniversary of the retiree's retirement as set forth in Paragraph 3.

Total and Permanent Disability Pension – Employees Hired On or After July 1, 2013

4. Accidental Disability: Work Related Injury/Illness. In the event that an employee hired on or after 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 participant, who has been examined by a physician appointed by the Town and remained away from regular employment with the fire department for a period of eighteen (18) months, such participant shall be entitled to receive disability benefits upon being found unfit for duty. The Town shall direct the trustees to place such participant on a disability pension as of the day following the participant's termination date. In the event that a participant shall apply for a disability pension prior to the expiration of the eighteen (18) month period described above, the trustees shall cause the participant to submit to a medical examination as set forth in subsection five (5) below. Such participant shall be considered to be totally and permanently disabled for purposes of this section if the third physician concludes that the said participant is physically or mentally disabled for the performance of duty and such disability is not due to age or length of service

An employee hired on or after July 1, 2013 will be enrolled in both the 401a Plan and an alternate plan for disability pensions. Enrollment in the disability pension plan will be limited to accidental or ordinary disability retirement purposes only. The Town will contribute an additional amount to the disability pension plan in order to fund disability retirements only. The employee will be considered one hundred percent (100%) vested in the 401(a) plan, regardless of years of service.

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

The Town shall provide an annual cost of living adjustment for accidental disability pensions (total and permanent disability) equal to three percent (3%) **non-compounding**, which shall begin on January 1 immediately following the retiree's retirement. For accidental disability pensions which are not determined to result in total and permanent disability, the Town shall provide an annual cost of living adjustment equal to 1.7%, which shall begin on January 1 immediately following the fifth (5th) anniversary of the retiree's retirement. **Employees with total and permanent disabilities who were injured on or before July 1, 2016 shall continue to receive a three percent (3%) compounded cost of living adjustment.**

For example: The employee's earnings at the time of accidental disability retirement are $48,000. The annual disability pension amount is $32,000 and the monthly disability pension amount is $2,667. The actuary's annuity valuation, of the participant's 401(a) Plan, is determined to be $200 per month. The monthly pension amount paid to the retiree from the disability pension plan would be reduced by $200 per month. The retiree would receive $2,467 per month from the disability pension plan and would be responsible for drawing the remainder from his/her 401(a) plan, to produce the total sixty six and two thirds (66 2/3%) accidental disability pension.

5. Ordinary Disability. In the event that an employee is injured off the job and is eligible to receive an ordinary disability retirement, the employee will receive fifty percent (50%) of the participant's average monthly rate of earnings over any three (3) consecutive years which produces the highest average monthly rate, until such time as the participant reaches his/her normal retirement date (completion of twenty (20) years of service.) The ordinary disability retirement will convert to a normal retirement at the normal retirement date and the participant would then begin taking distributions exclusively from the 401(a) Plan.

The employee will be considered one hundred percent (100%) vested in the 401(a) Plan, regardless of years of service. For the purposes of this section "annual earnings" shall include base

salary and longevity. The retiree is obligated to provide evidence of the continuation of disability status as requested by the Personnel Board. Failure to comply with such request by the Personnel Board will result in termination of disability benefits.

For example, at the time of ordinary disability retirement, the employee's highest average annual earnings (salary and longevity) based upon any two (2) consecutive years of earnings, are $48,000. The annual pension amount is $24,000 and the monthly pension amount is $2,000. The retiree would receive $2,000 per month from the disability pension plan, until such time as the participant reaches his/her normal retirement date. The retiree would then begin taking distributions exclusively from the 401(a) Plan.

6. The trustees may, from time to time, cause a participant who is receiving a disability pension to be examined by a qualified physician selected by the trustees; provided, however, that there may not be more than one (1) annual examination after the first year of the participant's retirement date. If, in such physician's opinion, the participant's condition warrants him/her returning to duty with the Fire Department, and the participant meets the Department's written and physical requirements for new employees, he/she shall be regarded as having recovered from such disability, he/she shall be reinstated to duty forthwith, and further payment of a disability pension to him/her shall cease. The failure of the participant to submit to such examination, when so requested by the trustees, shall result in discontinuance of the payment of the disability pension to such participant until he/she shall comply with such request.

7. In the event a dispute shall arise as to whether a participant is, or continues to be disabled as provided by this subsection prior to cessation of benefits, he/she shall be examined by a qualified physician selected by the trustees and a qualified physician selected by such participant. The findings of such physicians shall be binding on the trustees, the participant and all others concerned. If such physicians shall not agree, the participant 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 trustees, the participant and all others concerned. The trustees shall assume all expenses related to these examinations. Any amounts paid or payable under the provisions of Article IX shall be deemed in lieu of Worker's Compensation.

8. Temporary Disability Insurance (TDI)

All active members of the bargaining unit will have the option of being enrolled in the State of Rhode Island Temporary Disability Insurance Program as allowable by RI rules and regulations for participation in the TDI program. This may mean that the election to participate will be on a class basis and not individually. The employee will be responsible for all costs associated with TDI insurance. The Town will facilitate payroll deductions for TDI and payment to the RI Division of Taxation.

ARTICLE X. TIME OFF WHILE PERFORMING UNION DUTIES

A. Members of the Portsmouth Fire Department covered by this Agreement who are officers of the Union, or members of the Union's Negotiating Committee (not to exceed four [4]) 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. Members of the Portsmouth Fire Department who are officers of the Union (**not to exceed three[3]**) 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.**

B. In addition to the foregoing, members of the Portsmouth Fire Department who are officers of the Union or members of the Union's Negotiating Committee (not to exceed two [2]) 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 Portsmouth Fire Department who is selected as an arbitrator, either in connection with bargaining unit contract arbitration or grievance arbitration relating to the Town of Portsmouth 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 XI. MINIMUM MANPOWER

A. It shall be the responsibility of the Chief or Deputy Chief to maintain seven (7) uniform line personnel on duty on each shift.

The staffing assignments will be as follows: The first response Engine will have a minimum of one (1) permanent Captain or Acting Captain and (2) permanent firefighters, the first response Ladder and the second response Rescue will be cross-staffed with a minimum of one (1) permanent Lieutenant or Acting Lieutenant and one (1) permanent firefighter, the 2nd response Engine and the 1st response Rescue will be cross-staffed with a minimum of one (1) permanent Lieutenant or Acting Lieutenant and one (1) permanent firefighter. All shifts will have one (1) permanent Firefighter/Floater position that will be used to fill Firefighter vacancies caused by leave used on those shifts. If those shifts have no vacancies, the Firefighter/Floater will be assigned **by the Shift OIC** as an additional person on a **Fire unit** and will also be used to respond to EMS incidents. A minimum of two (2) permanent officers have to be on duty at all times. In the event that Article XXII Sections C or D is not in effect, acting officers are allowed to fill single shift vacancies. Permanent firefighters include Firefighters 1st Class, 2nd Class and 3rd Class.

The Town and union agree that the Town may not fill all vacant positions, but will meet the minimum manning of seven (7) per shift.

B. Swap Leave – 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. TRAINING

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.; provided, however, that outside night training may be conducted one (1) night per platoon per month up to 10:00 P.M.

There shall be no training on Sundays or the holidays set forth in this Agreement. The Fire Chief and the Union agree that there may be specialized training that needs to occur on a weekend or night and they are in agreement to conduct this training.

Inside training may be conducted in the evening from 7:00 P.M. to 10:00 P.M.

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

ARTICLE XIII. DUTIES

A. The duties of the members of the Portsmouth Fire Department shall consist of obeying the orders given by the Chief of Department or his/her designee, in accordance with the Department's Rules and Regulations.

B. The duties of the Fire Marshal shall be to conduct 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.

C. The Fire Marshal shall report directly to the Fire Chief. The Fire Marshal shall be assigned to a forty (40) hour work week, Monday through Friday 8am until 430pm with weekends and holidays off. Due to the nature of the position and at the discretion of the Fire Chief, the Fire Marshal shall be able to work a flexible schedule as allowed or required. The Fire Marshal is not eligible for overtime.

ARTICLE XIV. RULES AND REGULATIONS

All members of the Fire Department covered by this Agreement shall receive a copy of the Rules and Regulations of the Fire Department. The bargaining unit will consist of thirty-two (32) line firefighters **and one (1) Fire Marshal**. Each new member of the Fire Department shall receive a copy of the Rules and Regulations before he/she reports for his/her first tour of duty.

The Union shall have the right to make comment in writing on any and all sections of the Rules and Regulations of the Fire Department to the Chief, with a copy thereof being sent to the Council.

The parties hereto agree to establish an advisory committee consisting of two (2) members of the Union's bargaining unit and two (2) from management to cooperate with the Chief of the Department in amending and updating the Rules and Regulations.

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

ARTICLE XV. HOURS

The regular work schedule for members of the Fire 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.

ARTICLE XVI. OVERTIME PAY

Members of the Fire Department 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 hereinbefore set forth. The Town of Portsmouth shall make every reasonable effort to include in each paycheck any overtime pay to which the employee is entitled.

ARTICLE XVII. CALL BACK PAY

Members of the Fire Department 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 of Portsmouth 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/she receive another call during the same three (3) hour period, and should he/she fail to respond, he/she 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.

ARTICLE XVIII. PAID HOLIDAYS

Employees of the Fire Department covered by this Agreement 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
Lincoln's Birthday	Columbus Day
President's Day	Armistice Day
Memorial Day	Thanksgiving Day
Independence Day (July 4)	Christmas Day

Holiday pay shall be computed at one-fifth (1/5) of the employees regular weekly salary.

In addition to the foregoing holidays, all employees covered by this Agreement shall be entitled to an additional day's pay for any day declared a holiday by the Town Council.

ARTICLE XIX. VACATIONS - ANNUAL LEAVE WITH PAY

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

1 year to 4 years = 14 days

5 years to 9 years= 19 days

10 years to 14 years = 23

15 years to 19 years = 25

20 + years = 27

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

1 year to 4 years= 10 days

5 years to 9 years= 15 days

10 years to 19 years= 20 days

20 years+ = 25 days

C. **All employees are allowed to sell back a maximum of five (5) vacation and/or sick days annually each fiscal year. Employees must notify the Town by June 1st each year of their request to sell back sick and/or vacation days (5 days maximum). The employee will be paid in the first pay period of July.**

D. **Members of the Portsmouth Fire Department are entitled to carry forward unused annual leave, accumulative to a maximum of twelve (12) working days, commencing with the fiscal year beginning on July 1, 2016.** By May 1st, if a member knows that he/she may have more than **twelve (12) days** of annual leave by the end of the fiscal year, he/she may request permission from the Chief to carry over more than **twelve (12) days** and explain his/her reason for the carry-over request. The Fire Chief shall have the sole and absolute discretion to grant or deny such request, and the Fire Chief's decision shall not be subject to Article XXVIII of this Agreement.

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.

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 employees have to select vacation after the annual bid meeting. Vacations may be taken by the employee in accordance with his/her desires. In selecting vacations, seniority as determined by length of service within the Portsmouth Fire Department without regard to rank shall apply; Vacations shall be scheduled July 1st to June 30th of the following year. Leave (vacation) time shall not be accumulative beyond **said twelve (12)** working days except where illness makes it impossible for employees to take said leave within the year.

If an employee fails to select his/her first four (4) days prior to June 1st of any year, he/she shall lose his/her seniority rights and shall be entitled to pick his/her vacation only after all other employees have taken their choice. 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 on the request itself.

In determining working days for vacation purposes, a work day of twenty-four (24) hours will be considered as two (2) working days. Days of ten (10) hours or nights of fourteen (14) hours will be considered as one (1) working day.

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

Each permanent member of the Fire Department shall receive annually the sum of two thousand dollars ($ 2,000) as of 1, July 2015 for a clothing allowance which shall be paid in the first paycheck during the month of July. 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.

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.

*Standard uniforms are to be in accordance with NFPA 1500 Standards and a type and design to be agreed upon by a committee of four (4) persons to include the Chief, a Deputy Chief and two (2) members of the bargaining unit.

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

Employees whose employment is terminated after August 31st of each contract year for any reason other than normal retirement shall reimburse the Town the clothing maintenance allowance on a pro-rated basis, i.e., termination in the 1st quarter after August 31st - three (3) full quarters; termination in the 2nd quarter - two (2) full quarters; termination in the 3rd quarter - one (1) full quarter.

The Town shall provide each member of the Fire 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.

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.

ARTICLE XXI. INSURANCE

The Town will provide the following health insurance, single or family coverage as appropriate, to all active, full-time firefighters within the Department: High Deductible Health Savings Account Plan with student rider to age 25, unless otherwise required by law. The Town will also provide Dental Insurance and Vision Care. The Town's Vision Care Program will reimburse eye glass frames $25 (once every 24 months) and eye glass lenses/contact lenses $50 (once every 12 months). **Effective July 1, 2016 the Town will provide reimbursement of up to $ 200.00 annually per family for eye glasses and lenses**. 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.

For employees who elect family health insurance coverage, the Town shall contribute to their Health Savings Account (HSA) as follows: effective 1 July 2016, $1,500 per year, effective 1 July 2017, $ 1,000 per year, effective 1 July 2018, $ 500.00 per year. For employees who elect single health insurance coverage, the Town shall contribute to their Health Saving Account (HSA) as follows: effective 1 July 2016 $ 750.00, effective 1 July 2017 $ 500.00, effective 1 July 2018 $ 250.00. The employee is entitled to contribute or not contribute to his/her HSA account as defined by the IRS. The employee is responsible for the annual deductible amount of $4,000 for a family plan and $2,000 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

Any employee who opts not to take Town provided health insurance coverage will be compensated five-thousand dollars ($5,000) annually, which will be paid in the last pay period in June. Employees who wish to re-enroll in the Town provided health insurance plan may only do so on July 1st 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/she shall receive pro-rated waiver of premium compensation in the last pay period in June.

All firefighters who retire from the Fire Department as of 30 June 1985 will receive medical health insurance until such time as they secure employment elsewhere with equivalent medical health insurance or until they are eligible for Medicare or other federally subsidized programs.

Medical health insurance shall mean the same health insurance provided for present firefighters. **Effective July 1, 2016, for any firefighters who retire from the Fire Department by June 30, 2017, the Town will contribute$ 1,500 per year towards their family Health Savings Account and $ 750.00 per year towards a single Health Savings Account. For any firefighters who retire from the Fire Department by June 30, 2018, the Town will contribute $ 1,000 per year (Family) and $ 500 per year (Single) towards their Health Savings Account. For any firefighters who retire from the Fire Department by June 30, 2019, the Town will contribute $ 500.00 per year (Family) and $ 250.00 per year (Single) towards their Health Savings Account**. The retiree is entitled to contribute or not contribute to his/her HSA account as defined by the IRS. The retiree is responsible for the annual deductible amount of $4,000 for a family plan or $2,000 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. Retired firefighters are required to contribute their share of the deductible directly to the London Agency.

Effective July 1, 2016 any employee who is placed on a partial-disability retirement (only disabled from being a firefighter) after July 1, 2016 will be responsible for the full deductible ($4000 family)($2000 single) for their health insurance coverage. Once a retiree who is on a partial-disability retirement obtains alternative employment and becomes eligible for health care coverage from his or her employer, the Town will no longer be required to provide the retiree

with health insurance. However, if the retiree becomes ineligible for health care coverage from his or her employer, he or she will be permitted to receive health care insurance from the Town, as specified herein.

All active service firefighters, up to and including anyone promoted to the rank of Deputy or Chief on or after the effective date hereof, shall contribute one and one-half percent (1 1/2%) of their **Base Salary Only** to the OPEB trust fund that has been established for Fire Department employees' post employment benefits.

In any case where an employee is killed in the line of duty, the Town shall carry his/her hospitalization and medical coverage 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 nineteen (19) years; it being expressly understood and agreed that if an employee's spouse does not remarry, the Town will continue their hospitalization and medical coverage after any children have reached the age of nineteen (19) years.

Effective July 1, 2001, the Town shall provide to all permanent members of Local 1949, including the Chief and Deputy Chief, a group term life insurance policy with a double indemnity provision in the amount of fifty thousand dollars ($50,000). Fire 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 15th 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

A. All promotions to the ranks above Firefighter 1st Class, except that of Chief and Deputy Chief, and Fire Marshal, 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, other than an officer, shall be permitted to take an examination for any union rank other than the one immediately above the rank which he/she holds. All promotions are made in order of finish from the current promotional lists. All officers shall serve a six (6) month probationary period upon appointment.

B. The Town shall maintain active Line Captain, **Fire Marshal** and Line Lieutenant's promotional lists. These lists shall have matching expiration dates and be re-tested and re-established every two (2) years. No written examination for promotional purposes shall be given without notice of such examination having been posted on the bulletin board at the Fire 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. The source materials to be used for all Line Captain and Line Lieutenant written examinations shall be the **most current edition of the** IFSTA Fire and Emergency Officer manual, the most current edition of the RI EMS Pre-hospital protocols and standing orders, the most recent edition of the Portsmouth Fire Department Standard Operating Guidelines and the most recent edition of the Portsmouth Fire Department Rules and Regulations.

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. In the event that 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. Vacancies shall be filled from applicable eligibility lists within two (2) full tours of duty.

C. **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 Captains promotional list. Consideration by the Chief will be given to the promoted member as to his/her 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) 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. Newly appointed Lieutenants (from the current Lieutenant eligibility list) must wait until the expiration of the current Captain's list in order to test for Captain.

D. **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/her reporting day to their 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 Lieutenant being absent/on leave for more than thirty (30) 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.

E. **Fire Marshal Promotion: In the event a permanent vacancy exists in the position of Fire Marshal, it will be filled by the next highest ranking member on the current Fire Marshals promotional list. The Chief will give the newly promoted member proper time off (at least 48 hours) before reporting to their new position.**

Examination Process for Fire Marshal.

Chiefs Points **10 points**

Seniority Points **10 points**

(1.0 points per year as a fulltime sworn member of the Portsmouth Fire Department)

Oral Board Points **20 points**

Interview panel will consist of a fire inspector selected by the Chief, a fire inspector selected by the union and a third fire inspector mutually agreed upon by the Chief and the Union.

Education Points **15 points**

Bachelor's Degree	**5 points**
Associates Degree	**3 points**
NFPA 1031 Certification (Inspector and Plan Reviewer)	**3 points**
NFPA 1033 Certification (Investigator)	**3 points**
NFPA 1035 Certification (Public Fire Educator)	**3 points**
RI ADSFM-Fire Alarm Certification	**1 point**

Degrees must be in Fire Administration or Fire Science

NFPA Courses/Classes or Classes/Courses from an accredited institution in Fire Prevention, Inspection, Plans Review, Public Education, Sprinklers, Extinguishing Systems, Occupancies or Investigations

Every 16 CEUs = 1 point

1 Hour=1 CEU

For a Private to be eligible for promotion to Lieutenant, he/she shall be a Firefighter 1st Class and have completed at least five (5) years of service in the Fire Department (including the rank of Firefighter 3rd Class training period) at the start of the promotional examination process. All officers must maintain, at a minimum, a current R.I. E.M.T. Cardiac license. For a Lieutenant to be eligible for promotion to Captain, he/she shall be a current permanent Lieutenant on the Fire Department at the start of the promotional examination process.

Single shift vacancies in the ranks of Captain or Lieutenant will be filled by the Acting Captain or Acting Lieutenant on the on duty shift. If no Acting Captain or Acting Lieutenants are on the on duty shift, then normal vacancy filling procedures will be followed.

Firefighters promoted to Lieutenant after July 1, 2013 will be required to obtain their NFPA 1021 and NFPA 1041 certifications. The Department will provide coverage for the employee if he/she is on duty during a class. The employee will be responsible to enroll in the next available class.

(1). Examination Process. Promotional examinations for the rank of Line Captain and Line 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
**Oral Examination	20 points
Seniority (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.)	10 points
Chief's Points	10 points
Education Points***	15 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/her written examination, he/she will be awarded thirty-six (36) points, etc.).

**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.

***Education Point System (maximum of 15 points)

½ Point Award	1 Point Award	2 Point Award	3 Point Award	5 Point Award
Hazmat Ops Trench Rescue CPR Instructor 12 Lead Class ACLS PALS Confined Space Ropes I & II Marine FF ICS – NFA RIT - NFA Diver (Open Wt) NFPA 1001 FF1 NFPA 1001 FFII NFPA 1002 NFPA 1521 NFPA 1403	ADSFM-Fire Al. Hazmat Tech	NFPA 1021 NFPA 1041 E.M.T. Instructor	Assoc. Degree E.M.T. P NFPA 1031	Bachelor Degree

Other certifications may be added to this list with the joint agreement of the Chief and the Union.
Degrees must be in Fire Science or Fire Administration

All candidates for promotion must comply with the NFPA 1500 physical requirements, including a completed fitness report from Occupational Health.

F. **A Firefighter 3rd Class shall serve a training period of one (1) year, at the end of the one year period the Town can either terminate his/her services or retain the employee. If the Firefighter is not terminated, after an additional six months he/shall be promoted to Firefighter 2nd class.**

G. After having completed all required training based upon the NFPA FF I, NFPA FF II and any other training requirements set forth by the Fire 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.

A firefighter (2nd Class) shall serve in that position for a period not less than twenty four (24) months. In order for a Firefighter 2nd Class to be promoted to Firefighter 1st Class, he/she must successfully pass a practical skills assessment as developed by the Fire Chief or his/her designee. Upon promotion to Firefighter 2nd Class, the Deputy Chief will provide the Firefighter 2nd Class with a written training plan that details what practical skills the Firefighter 2nd Class will be tested on at the end of their Firefighter 2nd Class period of service.

In the event a Firefighter 2nd 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/her initial attempt or subsequent attempt(s). If a Firefighter 2nd Class does not successfully complete said assessment after three (3) attempts, the employee may have his/her services terminated.

ARTICLE XXIII. DETAILS TO OTHER DEPARTMENTS PROHIBITED

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

ARTICLE XXIV. SENIORITY

A. Seniority shall be determined by length of continuous service in the Portsmouth Fire 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.

B. 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. CIVIC DETAILS

No employee of the Portsmouth Fire 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/she shall have received a notification at least five (5) days in advance. Details shall be assigned on a rotating basis by departmental seniority among the Department's personnel, including those who hold the rank of Deputy Chief.

ARTICLE XXVI. TEMPORARY SERVICE OUT OF RANK

In order for a firefighter to assume the status of Acting Lieutenant, he/she shall have served five (5) years in the Department, be an E.M.T.-Cardiac and be on the current promotional list for Lieutenant. In order for a Lieutenant to assume the status of Acting Captain, he/she must be on the current promotional list for Captain. When an employee is serving as an Acting Captain or Acting Lieutenant, he/she will be compensated an additional **two-dollars ($2.00)** per hour for every hour served in the Acting position. If an employee on a promotional list declines an Acting Lieutenant or Acting Captain shift, he/she will be removed from the promotional list.

ARTICLE XXVII. SALARIES, LONGEVITY, E.M.T. PAY

A. SALARIES

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

July 1, 2016 (One-Time Step Increase)

Rank	**Annual Salary 6/30/2015**	**Step Increase 7/01/2016**	**Annual Salary 7/01/2016**
Captain	**$ 62,807.59**	**$ 692.00**	**$ 63,499.59**
Lieutenant	**$ 58,388.40**	**$ 862.00**	**$ 59,250.40**
Firefighter 1st Class	**$ 54,676.67**	**$ 823.00**	**$ 55,499.67**
Firefighter 2nd Class	**$ 52,634.77**	**$ 365.00**	**$ 52,999.77**
Firefighter 3rd Class	**$ 43,489.07**	**$ 1,511.00**	**$ 45,000.07**
Fire Marshal	**$ 66,300.00**	**$ 0.00**	**$ 66,300.00**

	July 1, 2016 – June 30, 2017 (1.5%)
Rank	**Annual Salary**
Captain	**$ 64,452.08**
Lieutenant	**$ 60,139.16**
Firefighter 1st Class	**$ 56,332.17**
Firefighter 2nd Class	**$ 53,794.77**
Firefighter 3rd Class	**$ 45,675.07**
Fire Marshal	**$ 67,279.50**

	July 1, 2017 – June 30, 2018 (2.0%)
Rank	**Annual Salary**
Captain	**$ 65,741.12**
Lieutenant	**$ 61,341.94**
Firefighter 1st Class	**$ 57,458.81**
Firefighter 2nd Class	**$ 54,870.67**
Firefighter 3rd Class	**$ 46,588.57**
Fire Marshal	**$ 68,625.09**

	July 1, 2018 – June 30, 2019 (2.5%)
Rank	**Annual Salary**
Captain	**$ 67,384.65**
Lieutenant	**$ 62,875.49**
Firefighter 1st Class	**$ 58,895.28**
Firefighter 2nd Class	**$ 56,242.44**
Firefighter 3rd Class	**$ 47,753.28**
Fire Marshal	**$ 70,340.72**

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

B. LONGEVITY

Each regular permanent member of the Fire Department shall be entitled to longevity payments after he/she has served as a member of the Fire Department for a period of five (5) years, including his/her probationary period. Payments for longevity shall be in accordance with the schedule hereinafter set forth and will be added to the member's annual salary so as to be included in his/her annual salary for defined benefit pension purposes only.

The foregoing longevity payments shall be automatic unless the Chief of the Fire Department in any year notifies the Town Administrator that a particular employee is not entitled to said longevity increment by virtue of his/her employment record. This notice shall be given not only to the Town Administrator, but also to the employee involved at least thirty (30) days prior to his/her employment anniversary date.

In the event the Chief notifies the Town Administrator that the employee is not entitled to a longevity payment, the denial of the longevity payment shall be referred to a Board of Review composed of one (1) member selected by the Union, one (1) selected by the Town Administrator and one member chosen mutually by the first two members. If the first two members cannot agree upon a third member, the Fire Chief and the Union shall appoint the third member. The Board shall act upon said denial within thirty (30) days of the date of denial.

If the Board of Review, by majority vote, concurs with the action of the Chief, no longevity payment shall be due for that year. The Board of Review, by majority vote, shall have the right to overrule the decision of the Chief with respect to the denial of a longevity payment. The decision of the Board shall be final.

Any member entitled to longevity payments shall be paid the same in one (1) lump sum within thirty (30) days of that member's anniversary date of employment with the Fire Department each year.

Commencement of Employment up to fourth (4th) year (including training period)	NONE
Fifth (5th) year to and including the ninth (9th) year	7.0%
Tenth year to and including the fourteenth (14th) year	8.0%
Fifteenth (15th) year to and including the nineteenth (19th) year	9.0%
Twentieth Year to Retirement	10.0%

For any employee hired on or after July 1, 2016:

Commencement of Employment up to fourth (4th) year (including training period)	**NONE**
Fifth year to an including the fourteenth (14th) year	**5.0%**
Fifteenth year to retirement	**10.0%**

E.M.T. PAY

All holders of valid R.I. E.M.T. certificates shall receive annually E.M.T. pay commensurate with the level of certification they hold. Each certification is considered a step of higher training and shall not be paid until the grade below is obtained. The steps are:

E.M.T. Basic	$ 1,525
E.M.T. Cardiac	$ 5,000
E.M.T. Paramedic	$ 6,000

It is the intent of this section to provide a progression of increasing pay incentives to coincide with a progression of increasing job skills. Any member entitled to E.M.T. payment shall be paid the same in one (1) lump sum in the first payroll in December. Any E.M.T. receiving this pay must attend any recertification or update classes required to maintain his/her certification. Provided the Town authorizes the advancement of an employee to E.M.T.-Paramedic, any such employee who attains E.M.T.-Paramedic certification shall receive the E.M.T-Paramedic pay specified above.

Any firefighter hired on or after January 1, 2013 shall not receive E.M.T.-C or E.M.T.-Paramedic pay during his/her first year of employment with the Town. Such firefighters will begin receiving E.M.T.-C or E.M.T.-Paramedic pay (if applicable), in the December after their one year probationary period has been completed.

ARTICLE XXVIII. GRIEVANCE PROCEDURE

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

A. When an employee covered by this Agreement feels he/she has a grievance, he/she shall submit the grievance in writing to the Chief of the Department, or in his/her absence to the Acting Chief, within twenty (20) days of its occurrence, with copies thereof being delivered to the Town

Administrator and to the President of Local 1949. Within ten (10) days after said Chief, or in his/her absence the Acting Chief, receives such grievance, he/she, or in his/her absence the Acting Chief, shall issue his/her decision in writing.

B. If, in the judgment of the employee, and if the Executive Committee of Local 1949 feels that the nature of the grievance justifies further action, it shall, through the President and the Executive Committee of Local 1949, present the grievance to the Town Administrator. The Town Administrator shall meet with the President and the Executive Committee of Local 1949 within ten (10) days of receipt of a request from the President of Local 1949. If either party feels it is necessary, the individual or individuals involved in the grievance shall be ordered to appear before the Town Administrator, the President of Local 1949 and the members of the Executive Committee for the purpose of testifying on the grievance. The employee and the Town shall be entitled to have counsel present at any stage in the proceedings under Paragraph B hereof. The Town Administrator shall render his/her decision in writing within ten (10) days after the meeting referred to herein.

C. If either party desires to proceed further with the grievance, it shall notify the other party to this Agreement within seven (7) days of the written decision of the Town Administrator that it desires to process the grievance to arbitration. In such event, the matter shall be referred to the American Arbitration Association (AAA) for selection of a disinterested arbitrator. Arbitration proceedings shall be in accordance with the AAA's voluntary arbitration rules. . Fees and necessary expenses of the arbitrator shall be borne equally by the parties hereto.

D. In addition to the foregoing procedure, Local 1949 shall have the right to bring a grievance on behalf of any employee covered by this Agreement 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 Fire Chief of the grievance in writing, with copies thereof being delivered to the Town Administrator, and the procedure shall be the same as followed under Paragraph B. above.

E. Any disciplinary action taken against any employee covered by this Agreement, including but not limited to 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 Fire Department shall be entitled to inspect his/her 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 Personnel Director shall be the official custodian of all service and personnel records.

ARTICLE XXX. DETAIL PAY

The Town retains the right to assign any employee to a private detail should there be no employees wishing to accept same, provided there are adequate assurances of payment by the person or corporation for whom the detail is to be performed.

All details shall be assigned through the Portsmouth Fire Department.

All employees of the Portsmouth Fire Department covered by this Agreement who are assigned to a private detail shall be compensated at the rate of **$45.00 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 of the Portsmouth Fire Department covered by this Agreement 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 4), except for civic 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 Deputy Chief. The Town may charge an additional administrative fee to said person or corporation in addition to the detail rate.

ARTICLE XXXI. LEGAL ASSISTANCE AND INDEMNIFICATION

In the event any employee covered by this Agreement is sued in any civil proceeding as the result of actions performed by said employee in the performance of his/her duties as an employee of the Portsmouth Fire Department, the Town of Portsmouth 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).

ARTICLE XXXII. WORKING CONDITIONS

The Town of Portsmouth agrees that, except in cases of emergency, it will not institute any significant change in the regular working conditions of employees covered by this Agreement 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 procedure set forth in ARTICLE XXVIII.

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

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 Fire Department. Such program shall not be mandatory on any employee. The Town and the Union will encourage all employees to participate in the program.

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

Effective July 1, 2010, all employees of the Fire Department shall be required to possess and maintain a valid E.M.T. - Basic Certificate, as a condition of continued employment. All employees hired after July 1, 2010, must maintain, at a minimum, a RI E.M.T. Cardiac Certification as a condition of employment. The Town shall provide or pay for E.M.T. Paramedic recertification classes, when needed, and will provide administrative leave to attend classes which conflict with duty schedules. The Town shall provide E.M.T. Recertification classes for all members of the Fire Department, up to E.M.T 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 E.M.T. Cardiac Certification.

In the event that any employee covered by the terms of this collective bargaining agreement leaves the employ of the Town of Portsmouth 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. COURT DUTY

All employees covered by this Agreement, who are required to make a court appearance or court attendance in relation to Fire Department affairs, and which court appearance or attendance is required as a duty of the employee as a member of the Portsmouth Fire 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 of Portsmouth.

ARTICLE XXXIV. PENSIONS / RETIREMENT

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:

For employees hired prior to July 1, 2013:

Employees hired prior to July 1, 2013, will retain any credit in the 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., three percent (3%) per year of credited service toward their pension benefit for up to the first twenty (20) years of credited service and an additional two percent (2%) per credited year of service beyond twenty (20) years toward their pension benefit to a maximum of seven (7) years for up to an additional fourteen percent (14%)).

For service on or after July 1, 2013 **until June 30, 2016**, such employees will receive one percent (1%) per year of credited service toward their pension benefit. **For Service on or after July 1, 2016, such employees will receive a two percent (2%) per year of credited service toward their pension benefit,** but in no event shall such an employee receive a pension benefit of more than seventy four percent (74%) of the highest of the last three (3) years of **base salary, longevity and EMT bonus.** Such employees shall also be enrolled in a Defined Contribution Plan (a 401(a) or equivalent type plan), to which employees will contribute five percent (5%) of annual salary and the Town will contribute one percent (1%) of annual salary. Any funds contributed to the 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 employment, 40% vested after 2 years of employment, 60% vested after 3 years

of employment, 80% vested after 4 years of employment, and 100% vested after 5 years of employment). The Town will also offer an optional 457 Plan to employees.

The Town of Portsmouth shall also continue to provide for such employees a pre-retirement death benefit equal to thirty percent (30%) of the average of the last five (5) years annual salary plus ten percent (10%) for each child under age twenty-one (21) to a maximum of fifty percent (50%) of the average of the last five (5) years annual salary.

The defined benefit pension calculation will be based on payments earned during the three (3) (or five (5) for death benefits) twelve month periods of 365 or 366 days each immediately preceding the retirement date. The number of actual pay period dates falling within any twelve month period will not have a bearing on the calculation of pension. Gross annual salary for this pension calculation includes a participant's base annual salary, longevity and E.M.T. bonus, but excludes overtime, clothing allowance, holiday pay and any other form of compensation.

Effective July 1, 201**6**, the cost of the defined benefit portion of the pension plan shall be funded by employee pre-tax contributions of four percent (4%) of **the employee's base salary, longevity, EMT bonus and retirement notification bonus, if applicable,** but exclusive of any other form of compensation. Such members of the Portsmouth Fire Department hired prior to July 1, 2013, and covered under this contract up to and including anyone promoted to the rank of Deputy or Chief on or after the effective date hereof; the remaining cost of the defined benefit portion of the Pension Plan shall be funded by the Town of Portsmouth. Effective for such employees hired prior to July 1, 2013, who retire on or after July 1, 2013, with twenty (20) or more years of Credited Service, the Town shall provide an annual Pension Escalator (costs of living adjustment) of one and seven-tenths percent (1.7%), which shall not commence until the first day of January immediately following the fifth (5th) anniversary of the retiree's retirement.

Example. An employee who retires in December 2013 will receive his/her first pension escalator on the first day of January 2019.

The Town is granted the option to withdraw from Social Security coverage, and the members in the Union shall give their full cooperation to the Town in accomplishing said withdrawals.

All employees hired prior to July 1, 2013, shall be vested after ten (10) years of service in the defined benefit pension plan and shall be allowed to collect their pension following the first (1st) day

they would have completed twenty (20) years of service in the pension system. While nothing herein contained shall be deemed to prevent an employee from retiring at any time for which he/she 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.

This shall be retroactive to the first (1st) day of employment and/or participation in the plan.

All employees hired before July 1, 2013 are eligible to retire after twenty (20) years of credited service.

For employees hired on or after July 1, 2013:

Employees hired on or after July 1, 2013, shall, in lieu of the foregoing pension benefits in this Article XXXIV, be enrolled in a Defined Contribution Plan (401(a) or equivalent type plan) only, to which the employee will contribute 8% of base salary (inclusive of base salary only, and exclusive of longevity, E.M.T. Bonus, overtime and any other form of compensation) and the Town will contribute 9% of base salary (inclusive of base salary only, and exclusive of longevity, E.M.T. Bonus, overtime and any other form of compensation). The funds contributed to the 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) For employees hired between July 1, 2013 and June 30, 2014, the Town will make a pro-rated contribution to the employee's 401a plan equal to $5,000 times the number of days from the date of hire to June 30, 2014 divided by 365.

All employees hired on or after July 1, 2013 are eligible to retire after twenty (20) years of credited service.

Effective the first pay period in January 2018, the following employees will receive a one-time contribution of $1250.00 from the Town into the individual employee's defined contribution retirement account: Brendan H. Phelan, Dennis M. Canario, Jr., Kyle P. Tiexiera, Mark A. Reimels and Kevin M. Farley.

Effective the first pay period in January 2019, the following employees will receive a one-time contribution of $1250.00 from the Town into the individual employee's defined contribution

retirement account: Brendan H. Phelan, Dennis M. Canario, Jr., Kyle P. Tiexiera, Mark A. Reimels and Kevin M. Farley.

Effective July 1, 2016 all members of the bargaining unit who provide written notice of intent to retire one year in advance of date of retirement shall receive a retirement bonus in the amount of two-thousand dollars ($2000) which shall be included as part of the member's annual salary for purposes for calculation of pension benefit. The incentive bonus shall become payable and paid with the member's first retirement payment. The written intent to retire shall become irrevocable upon the date of the member's retirement.

ARTICLE XXXV. BID SYSTEM

A. Shift Bids

Annually in May, the union will hold a bid meeting. Bids will take effect annually on July 1st. Bids will be at no cost to the Town. Bids will be made by seniority in rank and all positions will be re-bid each year. Employees who are promoted or hired after the annual bid meeting will be assigned to the vacant position(s) by seniority in rank. A particular shift OIC, with the approval of the Chief, can temporarily re-assign a member of his/her 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. Members of a particular platoon can swap duties or assignments for a shift or tour with the approval of the shift OIC.

When a vacancy occurs after July 1st 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.

Firefighters 3rd Class cannot bid. If they are eligible to count towards staffing, they will be assigned to the vacant positions by the Fire Chief.

ARTICLE XXXVI. DURATION OF THIS AGREEMENT

This agreement shall be for the term of three (3) years commencing 1 July 2016 and ending 30 June 2019.

Effective upon ratification of the instant agreement by the parties, any active member of the bargaining unit with less or more than twenty (20) years credited service may immediately apply all or a part of unused, accumulated sick leave (180 days maximum) to attain credited service of twenty (20) or more years and retire immediately with twenty (20) or more years credited service.

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 Keith Hamilton, 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.

LOCAL 1949, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO

By: _____
Howard F. Tighe, President
Local 1949, AFL-CIO

TOWN OF PORTSMOUTH

By: _____
Keith Hamilton
Town Council President

TOWN OF PORTSMOUTH

By: _____
Richard Rainer
Town Administrator

APPROVED AS TO FORM

By: _____
Kevin Gavin
Town Solicitor