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HUMAN RESOURCES
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF NEWPORT

AND

LOCAL 1080, INTERNATIONAL ASSOCIATION

OF

FIRE FIGHTERS, AFL-CIO

FOR THE PERIOD FROM

JULY 1, 2024- JUNE 30, 2027

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AGREEMENT

This Agreement entered into on this 15th day of March 2025, by and between the City of Newport (the “City”), a municipal corporation of the State of Rhode Island and Local No. 1080, International Association of Firefighters, AFL-CIO (the “Union” or “Local 1080”). This contract covers the period commencing July 1, 2024 and ending June 30, 2027 (the “Agreement”). The fiscal accounting years under the Agreement end June 30, 2027.

Whenever used in this Agreement, the terms "member," "employee" or "firefighter" shall have the same meaning, which is an active, full-time, permanent, paid firefighter of the City up to and including the rank of Deputy Chief. The term “Firefighter” (with a capital “F”) refers to an employee holding that rank as listed in the salary chart in Article 9—except when that term is used at the beginning of a sentence in which case it shall refer to an employee in a general sense or an employee holding the rank of Firefighter, as the case may be. The term “officer” or “Officer” refers to an employee holding a supervisory rank listed in the salary chart in Article 9 (i.e. Lieutenant up to and including Senior Deputy Chief).

All references to an employee covered by this Agreement as well as the use of the pronoun “he” are intended to include all genders. When the male gender is used, it shall be construed to include firefighters of any gender, including those who are transgender.

Firefighters who are on paid leave of absence shall be entitled to none of the benefits of this Agreement except to the extent they are expressly granted eligibility for certain benefits in other sections of this Agreement or as may otherwise be provided for by law.

WHEREAS, the State of Rhode Island has adopted Chapter 9.1, Title 28, of the General Laws of Rhode Island, 1956, as amended, which chapter is known as “The Fire Fighters Arbitration Act” and, pursuant to said Act, the City has recognized Local 1080 as the sole and exclusive bargaining agent for all uniformed members of the Division of Fire Protection of the City (the “Department”), with the exception of the Chief of said Division (the “Chief”), for the purpose of collective bargaining relative to wages, salaries, hours and working conditions.

NOW, THEREFORE, the City and the Union agree as follows:

ARTICLE 1 — UNION SECURITY

a. Local 1080 and the City agree that neither shall discriminate against any employee in the administration of this Agreement because of membership or non-membership in Local 1080.

b. The City shall deduct union dues and assessments upon receipt of authorization from members of Local 1080 and shall forward to the Treasurer of the Union such sums as deducted.

c. Upon being sworn in as a member of the Department, employees shall have the option to:

- elect to become a member of the Union; or
- elect not to become a member of the Union, but agree to pay an agency or service fee; or
- elect neither to be a member of the Union nor pay an agency fee or service fee.

The employee shall sign a Dues Authorization Form prepared by the City reflecting the above choices. A copy of that Dues Authorization Form shall be sent to the Union.

d. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought or issued against the City as a result of any action taken by the City under the provisions of this Article.

e. Diversity in Employment. The parties agree with the principle of equal employment opportunity. Therefore, the City, the Union and the employees agree to actively support the employment and equal opportunity of minorities and women in the Department.

ARTICLE 2 — MANAGEMENT RIGHTS

It is understood and agreed that the City shall have sole power and authority to control the management of the Department as provided by state laws, city ordinances and the Charter of the City of Newport.

ARTICLE 3 — SENIORITY

Department Seniority: Shall commence on the date an employee is sworn in as a member of the Department and seniority shall be computed according to continuous service from the date of the swearing in.

Rank Seniority: Shall commence on the date the employee is sworn in to a particular rank and rank seniority shall be computed according to continuous service within that rank.

a. A firefighter's length of service shall not be reduced by time lost due to sick or injury leave, or authorized leave of absence. However, a firefighter who terminates employment with the City will not receive credit for prior years if later rehired. To be eligible for consideration for length of service purposes for either department or rank seniority, all time must be continuous and uninterrupted.

b. In the event that two or more firefighters first report to duty in the same rank at the same time, their seniority shall be determined on the basis of the order that their names appeared on the eligibility list from which their appointment or promotion to such rank is made, with the employee listed higher on such eligibility list having the greater seniority.

c. On or about August 1st of each year, the City shall furnish the Secretary of the Union a copy of the proposed seniority lists (department and rank). The City and the Union will have thirty (30) days in which to make any corrections or changes in said lists 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 boards of each station for the benefit of all employees and all future seniority questions shall be resolved in accordance therewith.

d. The City also agrees to furnish the Secretary of the Union an up-to-date seniority list, a copy of which is to be posted on said bulletin boards.

e. In the event that the Chief, in his discretion, determines that an absent officer should be replaced by a junior officer serving temporarily at the higher rank, such assignments shall be made as follows:

1. In the absence of a Lieutenant, the senior Firefighter presently assigned to that station may perform the duties of the Lieutenant. In the event that more than one Firefighter on duty in that station has the same seniority, seniority shall be determined on the basis of the order that their name appeared on the eligibility list from which their appointment was originally

made. The senior Firefighter on each shift in each station may reject said position at his discretion. The next senior Firefighter shall be allowed to reject said position provided that the Firefighter with the next highest seniority accepts said position. Such rejection shall not be construed as a waiver of seniority rights in any subsequent situation where seniority would prevail. The basis to act as Lieutenant (senior man) shall be as follows: shift and station, shift, then seniority. The Chief may, for cause, pass over the senior Firefighter, but in that event the Chief shall inform the passed over Firefighter in writing of his reasons why he feels this Firefighter is not capable of performing the duties required.

2. The order of selection to act out of rank for all other positions shall be as follows: (i) assigned shift and station; (ii) entire shift—without regard to station (however, employees substituting on a shift per Article 23 or on overtime shall not be eligible under (ii)); (iii) rank seniority (employees substituting on a shift per Article 23 or on overtime shall be eligible under (iii)).

3. The Chief may, for cause, pass over the senior firefighter, but in that event the Chief shall inform the passed over firefighter in writing of his reasons why he feels this firefighter is not capable of performing the duties required.

(f)-(j) Intentionally left blank.

k. Transfers. Whenever an opening occurs in any of the ranks of firefighters, the opening shall be posted for bid by qualified employees. The senior qualified bidder shall be awarded the open shift and station provided; however, the Chief shall have the right to override seniority if there is a need for particular skills on the position up for bid or for training purposes. Openings created as a result of this bid procedure shall also be subject to this procedure. Transfers shall be affected as soon as practicable after the bid procedure is completed, but shall be at no expense to the City. The Training Officer/EMS Coordinator position shall be open for bid by qualified employees from the ranks of Deputy Chief.

1. The Chief shall reserve the right to temporarily transfer personnel in the event of a light duty incident.
2. The Chief shall reserve the right to temporarily transfer personnel in the event the manpower of any shift is reduced by two or more.
3. In any event, said transfers are of a temporary nature and transferred personnel will have the opportunity to return to their previous position.

4. In the event of a pending transfer, the shift officers will seek a volunteer. If a volunteer is not forthcoming, the junior private on the shift will be transferred.
5. The Chief's Office will notify all involved personnel, their respective officers and the Union in advance of any such transfers.

l. In the event of apparatus shortage, station personnel from the affected station may be reassigned. It is the intent of this directive to balance the staffing during the shortage (Memorandum October 26, 2001).

m. Firefighters initially hired as dispatchers after August 4, 2014 and employed with the City as of July 1, 2021 shall have their initial date of hire adjusted to the date they became employed as a dispatcher for the purposes of seniority, promotions and longevity only. No retroactive payments shall be made to applicable personnel having their date of hire adjusted as a result.

(n) Firefighters hired after July 1, 2024 shall serve a one (1) year probationary period which shall commence upon the Firefighter being sworn in as a member of the Department. However, such probationary Firefighter will be eligible to work overtime and details after passing the so-called 5-month test (or if he fails that test, the subsequent makeup test). Time at the Fire Academy shall not be considered as part of the one (1) year probationary period.

ARTICLE 4 — PROMOTIONS

a. Any examination for a promotion to establish the eligibility for said promotion shall be structured as follows:

MAXIMUM POINTS

- | | | |
|----|---------------------|-----------|
| 1. | Written Examination | 75 Points |
| 2. | Seniority | 25 Points |

Any promotional examination for a vacancy to establish the eligibility list shall not include an oral examination in any form.

In the event that two or more equally qualified candidates attain the same final score (written examination and seniority points), the tie shall be broken by rank seniority for purposes of creating an eligibility list, except for the specific situation set forth in subsection (b)(2) below.

b. Seniority shall be computed as of the date of examination. Seniority points for promotional examinations shall be earned as follows:

1. Lieutenants and Captains shall receive one (1) full point for rank seniority and one-half (1/2) point for each year of department seniority.
2. Notwithstanding the provisions of subsection (b)(1) above, if a Lieutenant is seeking a promotion two ranks above his current rank, his rank seniority points shall not exceed the rank seniority points of the most junior Captain involved in the promotional process. In addition, in the event that the candidates attain the same final score (written examination and seniority points) in this particular situation, then the tie shall be broken by giving the position on the eligibility list to the Captain with the most rank seniority.
3. Firefighters shall receive one-half (1/2) point for every six (6) month period of service in the Department.
4. A maximum of twenty-five (25) seniority points may be earned as determined as of the date of the examination for each firefighter taking the examination.

5. Whenever a test has to be opened to Firefighters for the rank above Line Lieutenant, it shall be governed by the officer's seniority points in accordance with the above Paragraph (b)(1) of Article 4.
6. When employees are testing for Division of Fire Prevention positions, (Captain/Superintendent Fire Alarm, Captain Fire Prevention, Captain Fire Inspection, Captain/Superintendent Fire Suppression and Fire Marshal), seniority points shall be one (1) point for each year of department service.
7. Those employees who are permanently assigned to a position in the Division of Fire Prevention shall receive one (1) point for each year of service in that position when taking the examination for Fire Marshal. Only current employees in the Division and those who left the Division no longer than five (5) years prior to the date of the posting are eligible for the one (1) point for each year of service referenced in this subsection (b)(7).
8. Seniority points will be calculated as of the date of the written examination. Seniority points will not be added to the examination score prior to the calculation of points from the written examination points. The total seniority points credited will not be reduced by any percentage.
9. A candidate must have a score on the written examination of seventy (70%) percent before the addition of seniority points. A candidate cannot have a score of more than one hundred (100) points after the addition of the seniority points.

c. Promotion Reference Books.

1. An approved list of reference books in Fire Science, as submitted by the testing company, will be posted in all stations by the Training Officer and, two (2) months prior to an announced examination, the City will contact the testing company for any revisions and update the posted list.
 - A. Any updates/changes to the posted reading list shall be made sixty (60) days prior to the announcement of the promotional examination (i.e. sixty (60) days prior to the next posting which is indicated on the eligibility list).

B. There shall be no more than four (4) new book reading selection changes or texts added to the reading list excluding Edition updates (i.e. books can be removed from the lists; however, no more than four (4) new books).

2. All books on the reference list shall be purchased by the City for each station at a cost not to exceed Five Hundred (\$500.00) Dollars for each station. It is understood and agreed that the City is only under an obligation to purchase said books and not to safeguard or assure their remaining there during the year. The City is not responsible for the loss or theft of said reference books from each station.

d. All Firefighters of the Department with at least seven (7) years on the job as a permanent Firefighter are eligible to be tested to qualify for the promotion eligibility list for Lieutenant. No later than one (1) year from the date of appointment, all Lieutenants shall attain an EMT Cardiac or higher license and shall maintain the license throughout their tenure in the classification. Failure to comply with this provision shall be grounds for demotion. In addition, to be eligible to take a Line Captain's examination, a current EMT Cardiac or higher license is required. Any current line officer (as of July 1, 2006) not holding an EMT Cardiac license shall be exempt from this provision.

e. In the event that the City determines that a vacancy exists and elects to fill such vacancy, then promotions and appointments, not including initial appointments, shall be made within fifty (50) days after such vacancy occurs, provided there is a promotional eligibility list available. If there is no promotional eligibility list available, a test shall be given within sixty (60) days after the City decides to fill such vacancy, and the position shall be temporarily filled within sixty (60) days after the decision to fill the vacancy and until such time as a test is given and the position is filled permanently.

f. Any Firefighter, Lieutenant, Captain or Deputy Chief who is temporarily assigned by the officer in charge of the entire shift to perform the duties of a higher rank shall receive the rate of pay of said higher rank for each full hour during which he performs such duties.

g. On all examinations given by the City for promotions, a list of all those who successfully pass will be presented to the Secretary of the Union. Said list shall include the standings of the candidates. Said list shall be presented to the Secretary of the Union as soon as

the marks and standings of the candidates are determined. If, after two testings, no one is eligible for promotion due to a failure to obtain a minimum passing score on the promotional examination as set forth in Article 4(b)(9), a promotional list shall be formulated on the basis of the scores obtained using all employees who took the exam even if all scores are less than the minimum passing score of seventy (70%) percent.

h. The eligibility list shall expire and a new list established whenever a promotional eligibility list is reduced to two (2) names, provided no appointments are available at the time the list is reduced to two (2). When a list has expired under this subsection, any firefighter whose name appeared on the list shall be required to retake the examination in order to determine eligibility for the new list. He shall receive no priority on account of his former eligibility. This section (h) shall not apply to the Deputy Chief position. Testing for Deputy Chief shall occur every two (2) years, regardless of the number of names on the list or when the list is reduced to zero (0) names.

i. In addition to the expiration of the promotional eligibility list as set forth in (h), the eligibility list shall also expire after it has been in existence for a period of two (2) years from the date on which it was originally established and a new list shall be established the following day. When a list has expired under this subsection, any firefighter whose name appeared on that list shall be required to retake the examination in order to determine eligibility for the new list. He shall receive no priority on account of his former eligibility. Testing for all Division of Fire Prevention positions will be held only when a vacancy occurs. Positions, when vacated, will be temporarily filled by appointment within two (2) weeks until an eligibility list is established.

j. When there are less than three (3) candidates in the next lowest classification to the position sought, the examination shall be open to any probationary officer in that classification. If less than three (3) candidates apply, the examination shall be open to employees in the next lowest classifications.

k. The Chief may choose from one of the top three (3) employees on the promotional list. Should he pass over the top employee(s) at any time, he shall, within a reasonable period prior to the promotion, provide written notice to the employee(s) passed over stating the reason(s) for their failure to be promoted.

l. Promotional examinations shall be open to members of the Department as follows:

Deputy Chief	Open to Line Captains who have passed their probationary period, past and present.
Line Captain	Open to Line Lieutenants who have ten (10) years on the Department and who have passed their probationary period, past and present.
Line Lieutenant	Open to Firefighters with seven (7) years on the Department.

An eligibility list shall always be available for the above positions.

Fire Marshal	Open to all officers and Firefighters with ten (10) years' experience on the Department.
Captain/Superintendent of Fire Alarm	Open to all officers and Firefighters with five (5) years on the Department.
Captain Fire Prevention	Open to all officers and Firefighters with five (5) years on the Department.
Captain Fire Inspection	Open to all officers and Firefighters with five (5) years on the Department.
Captain/Superintendent Fire Suppression	Open to all officers and Firefighters with five (5) years on the Department.

A minimum of three (3) candidates must apply for all promotional examinations. All examinations shall follow procedures of this contract.

m. All candidates on a promotional or eligibility list who refuse or otherwise defer the appointment or acceptance of the position, shall have their name removed from the promotional or eligibility list for promotions to the position the list was established for.

n. A two (2) week test review period shall be given to all candidates upon return of all promotional examinations to the City. During the two (2) week period, candidates shall be given the opportunity to review the examination for two (2) forty-five (45) minute sessions. If, after review, any of the candidates who choose to appeal the answers given by the testing company will be informed and granted the right to the appeal process. The City and the Union agree to split the initial cost of the formal appeal process. Any candidate who wishes to appeal an answer given by the testing company shall bear the cost of the appeal if the testing company

does not uphold the appeal. If the appeal is upheld, the City shall bear the cost of the appeal. Pending appeals will excuse the City from complying with the Article 4(i) requirement that a new eligibility list be in place on the day after the former one expired.

ARTICLE 5 — DUTIES

a. The principal duties of the members of the Department shall be protection and saving of human lives and the prevention, control and extinguishing of fires, together with all necessary service functions, including maintenance and cleanup as are presently conducted by the Department and as set forth in the Rules and Regulations of the Department.

b. Transfer to Other Departments. The City agrees that the members of the Department whose duties are fully defined in Article 5(a) above in this Agreement shall not be transferred to other departments of the City in accordance with the provisions of Title Three of the City Code of Ordinances entitled, "Employment Provisions and Pension Plans".

ARTICLE 6 — HOURS

a. Effective upon the ratification of this Agreement, the regular work schedule for all members of the Department, except those working in the Division of Fire Prevention or a schedule of forty (40) hours per week, shall be an average work week of forty-two (42) hours including meal and rest periods, to be worked by a four (4) platoon system. Each firefighter shall be assigned to one of the four (4) platoons, working a period consisting of an eight (8) day repeating work schedule consisting of the following:

- One (1) ten (10)-hour day tour.
- Immediately followed by a fourteen (14)-hour night tour.
- One (1) forty-eight (48)-hour period of off duty.
- Followed by one (1) ten (10)-hour day tour.
- Immediately followed by a fourteen (14)-hour night tour.
- One (1) ninety-six (96)-hour period off duty.

At the end of the ninety-six (96)-hour off-duty period, the regular work schedule shall begin again.

a-1. Notwithstanding the foregoing, accrual and discharge of leave shall be assumed to be based on an eight (8)-hour shift. See Article 12(a).

b. Overtime. All members of the Department covered by this Agreement who, after departing from their regularly scheduled shift, are officially ordered to and do report back to work for emergency service shall be compensated, at one and one-half (1 ½) times his regular hourly rate to the nearest half hour. Regardless of a lesser time actually worked, he shall receive compensation for a minimum of three (3) hours at this rate. However, a member may be relieved of said duty in less than three (3) hours and paid for time worked if mutually agreed upon by the member and the officer in charge of the shift.

c. Members of the Department covered by this Agreement who perform authorized overtime work after their regular workday (8:00 am. to 6:00 p.m. or 6:00 p.m. to 8:00 a.m.) shall receive one and one-half (1 ½) times their hourly rate to the nearest half hour. A reasonable time for cleanup shall be included in computing such overtime.

d. The City shall establish four (4) overtime lists and furnish a copy to the President of Local 1080, along with posting a copy on the bulletin board in each fire station by the 5th of each month. All overtime assignments will be made in accordance with this list. The following

policies and procedures are effective immediately, as agreed upon by the Chief of the Department and members of Local 1080. Any other policy, procedure or past practice relating to overtime not herein contained shall remain in effect.

1. Notifying for overtime will be done by the on-duty Deputy Chief or his/her designee.
2. Notifications will be made up to two (2) hours before the start of a day shift and up to four (4) hours before the start of a night shift, except in the case of an opening arising on an emergency basis (including, but not limited to, when an employee leaves work during his/her shift), employees will be ordered in from the "on-call shift".
3. When an employee is notified of an overtime opportunity and that person refuses or does not reply, that will be regarded as a refusal of the overtime.
4. When attempting to contact a Firefighter or officer to assign overtime work, the City will contact the Firefighter or officer and if the Firefighter or officer is not available immediately or cannot be reached immediately, the City will call the person on the list with the next lowest amount of overtime hours.
5. Overtime for four (4) hours or less may be filled from the on-call shift, without having to call the appropriate off-duty shift. At the end of the second night, to fill four (4) hours or less, 0800-1200 hours, the shift officer may hire from the shift going off duty.
6. There will be advanced overtime when available.
7. Advanced overtime may be offered when available. Members shall be offered only one advanced overtime slot per incident.
8. All overtime slots will be filled in calendar order.
9. All members on light duty shall have the right to overtime where and when applicable.
10. There will be four (4) overtime lists, one (1) for each rank, sorted by hours and then seniority.

11. There shall be the following codes used for overtime: Yes (if the member accepts the overtime offered); No (for all other situations—no answer, refusal, etc.).
12. All offers of overtime should be charged to a member's total hours regardless of acceptance, denial, etc.
13. Members who are on duty for or assigned to the working shift shall not be offered overtime for that shift for the purpose of tracking hours.
14. The Chief's office shall post each month, by the fifth (5th) day, the previous month's overtime sheet on the bulletin boards of all stations. All employees shall have the right to review the current overtime list as to how they have been charged for overtime hours.
15. The Chief's office shall maintain an up-to-date overtime list, i.e. correct telephone numbers and addition of total hours. All members shall be required to provide the Chief's office with their current and up-to-date contact information. This may be maintained via a software solution provided it is accessible to all members.
16. When a person is transferred from one shift to another, they will be placed in their proper seniority order on their new shift and carry the hours they have earned from their last shift with them. When promotions occur, the hours will be adjusted to the highest number of hours for that rank on the respective shift. If a person temporarily fills a staff position and returns to his shift, he shall be given the average number of hours of his rank on that shift.
17. Overtime will remain continuous and will not reset each year.
18. Any Firefighter or officer who, through administrative error, misses an overtime opportunity shall be offered the next available overtime opportunity for their shift as the remedy.
19. If a Firefighter or officer is the subject of disciplinary action and ineligible for overtime assignment for a period of time, then upon termination of his ineligibility period, the Firefighter or officer shall be credited with the highest amount of overtime hours as the Firefighter or officer on top of the

overtime lists. The disciplined Firefighter or officer shall then be restored to the overtime list. Accreditation of hours shall not entitle the disciplined Firefighter or officer to any compensation and shall be used solely as a means to restore the Firefighter or officer to a position on the overtime list.

20. For the purpose of this subsection 20, the term "last to report off duty" shall mean and include to go off duty on vacation, sick leave, military leave or for any other reason.

If a Firefighter or officer is the last person to report off duty and their absence causes that platoon to fall below the minimum manpower strength of nineteen (19), the overtime assignment list of Firefighters shall be used to fill that vacancy.

If an officer is the last person to report off duty and their absence causes the company or platoon to fall below the minimum manpower strength allowed, then the overtime assignment list for officers shall be used to fill that vacancy.

When the shift's Deputy Chief is off duty, the Training Officer/EMS Coordinator may work in the Deputy Chief capacity, provided: (i) it is to fulfill the minimum staffing requirement; and (ii) that the other Deputy Chiefs have been afforded an opportunity to fill the position; and (iii) it is not during his normal work schedule as the Training Officer/EMS Coordinator.

If the Training Officer/EMS Coordinator works outside his normal schedule, the Training Officer/EMS Coordinator shall be paid overtime for such work. To the extent that the Training Officer/EMS Coordinator has accumulated any comp time in this position prior to the date this Agreement is signed, said comp time shall be retained by him, but used prior to leaving the position. Upon execution of this Agreement, the Training Officer/EMS Coordinator shall be paid for any remaining accrued comp time.

Notwithstanding the above provisions of this paragraph to the contrary, the minimum manning per company/platoon per shift shall be eighteen (18) men assigned to the fire and rescue apparatus.

The City is allowed to assign dispatch functions (currently manned by line fire personnel who count towards minimum manning) to civilian personnel.

- I. No interior intervention may be undertaken unless there are at least four (4) persons on the fire scene.
- II. The initial response to any structural fire shall be at least eleven (11) plus the Deputy.
- III. Firefighters shall not enter a building with SCBA unless there is a designated Rapid Intervention Team onsite.

- 21. Changing from DST to ST. The changing of Daylight Savings Time to Standard Time, or vice versa, shall not result in the firefighter being paid more or less for their normal scheduled daily hours. In other words, firefighters will receive their same pay as though there was no change in time.

ARTICLE 7 — NON-CIVIC DETAILS

All members of the Department who are assigned or who volunteer for details approved or ordered by the Chief, when such details are for a private activity, shall be remunerated at the following rate of pay:

Firefighters: One and one-half ($1 \frac{1}{2}$) times the top step Firefighter's hourly rate; with a four (4) hour minimum;

Officers: One and one-half ($1 \frac{1}{2}$) times the top step Firefighter's hourly rate plus One (\$1.00) Dollar, with a four (4) hour minimum.

Lieutenants and Captains will receive the Firefighter's rate unless the detail specifically requires a ranking officer as determined by the Chief.

For assignments such as election duties, presidential detail and other types of public functions, Title Three of the City Code of Ordinances shall apply. If rates of pay set by ordinance shall be amended upwards, the increased rates shall be paid under this contract.

ARTICLE 8 — HOLIDAYS AND HOLIDAY PAY

a. All members of the Department for the City shall be entitled to thirteen (13) paid holidays. The holidays are as follows:

1. New Years Day (January 1st)
2. Martin Luther King Day (3rd Monday in January)
3. Washington's Birthday (3rd Monday in February)
4. Rhode Island Independence Day (May 4th)
5. Memorial Day (Last Monday of May)
6. Juneteenth (June 19th)
7. Independence Day (July 4th)
8. Victory Day (2nd Monday of August)
9. Labor Day (1st Monday of September)
10. Columbus Day (2nd Monday of October)
11. Armistice Day (November 11th)
12. Thanksgiving Day (4th Thursday of November)
13. Christmas Day (December 25th)

If Victory Day commonly known as V-J Day is abolished by an Act of the General Assembly of the State of Rhode Island or by the City, the members of the Department will still receive the second Monday of August as a paid holiday.

b. Holiday pay is to be paid at the rate of one-fifth (1/5) of their weekly salary (including longevity), this pay to be received in the pay period that the holiday occurs.

ARTICLE 9 — SALARIES

Effective July 1, 2024, a salary increase of 3% per annum

	A	B	C
Firefighter	\$58,225.29	\$64,110.25	\$ 76,137.04
Lieutenant			\$ 82,311.65
Captain			\$ 90,692.51
Captain/Superintendent Fire Suppression			\$ 91,857.11
Captain Administrative Officer			\$ 91,857.11
Captain Fire Inspection (effective 6/30/06)			\$ 91,857.11
Capitan Fire Prevention			\$ 91,857.11
Captain/Superintendent of Fire Alarm			\$ 91,857.11
Deputy Chief/Training Officer/EMS Coordinator			\$100,649.96
Deputy Chief			\$100,649.96
Fire Marshal			\$110,714.30
Senior Deputy Chief			\$102,662.30

July 1, 2025, a salary increase of 4% per annum

	A	B	C
Firefighter	\$60,554.30	\$66,674.66	\$ 79,182.52
Lieutenant			\$ 85,604.12
Captain			\$ 94,320.21
Captain/Superintendent Fire Suppression			\$ 95,531.39
Captain Administrative Officer			\$ 95,531.39
Captain Fire Inspection (effective 6/30/06)			\$ 95,531.39
Capitan Fire Prevention			\$ 95,351.39
Captain/Superintendent of Fire Alarm			\$ 95,351.39
Deputy Chief/Training Officer/EMS Coordinator			\$104,675.95
Deputy Chief			\$104,675.95
Fire Marshal			\$115,142.87
Senior Deputy Chief			\$106,768.79

July 1, 2026. a salary increase of 3.5% per annum

	A	B	C
Firefighter	\$62,673.70	\$69,008.27	\$ 81,953.91
Lieutenant			\$ 88,600.26
Captain			\$ 97,621.42
Captain/Superintendent Fire Suppression			\$ 98,874.99
Captain Administrative Officer			\$ 98,874.99
Captain Fire Inspection (effective 6/30/06)			\$ 98,874.99
Capitan Fire Prevention			\$ 98,874.99
Captain/Superintendent of Fire Alarm			\$ 98,874.99
Deputy Chief/Training Officer/EMS Coordinator			\$108,339.60
Deputy Chief			\$108,339.60
Fire Marshal			\$119,172.87
Senior Deputy Chief			\$110,505.69

Column A represents the salary received by the Firefighters which is the salary for the first twelve (12) months.

Column B represents the salary received after twelve (12) months.

Column C represents the salaries received after the second (2nd) year for Firefighters and the officers' salaries.

a. Unless specifically stated otherwise, whenever used in this Agreement, the term "salary", "base salary", "annual salary", and/or "base pay" shall mean the amount set forth in the chart in Article 9.

An employee's hourly rate of pay shall be calculated by dividing his annual salary by 2,080.

b. There shall be a "Training Officer/EMS Coordinator" who shall carry the rank of Deputy Chief. This position will consist of a forty (40) hour work week. In the event that the Training Officer/EMS Coordinator assumes the role of Deputy Chief for a given shift in the absence of an assigned Deputy Chief, this substitution will count towards minimum manning (see Article 6(d)(20)).

c. In addition to their weekly salary, all personnel assigned to a rescue wagon shall receive the sum of One Dollar and Fifty-Five Cents (\$1.55) for each hour of assignment.

d. The City will grant an allowance to the Station #5 Lieutenant who is permanently assigned as the Station Officer, Seventy (\$70.00) Dollars bi-weekly while the employee holds that permanent rank at Station #5 in the annualized amount of One Thousand Eight Hundred Twenty (\$1,820.00) Dollars; provided, however, this allowance shall not be paid to a Lieutenant on a rescue wagon operating out of Station #5 or to a Lieutenant for hours during which a Captain's position exists at Station #5 coinciding with hours of the Lieutenant's shift

e. All employees who are EMT-B Certified shall receive Four Hundred Seventy (\$470.00) Dollars annually. All employees who are EMT-C Certified shall receive Twelve Hundred Seventy-Five (\$1,275.00) Dollars annually. All employees who are EMT-P Certified (Paramedic) shall receive Two Thousand (\$2,000.00) Dollars annually. EMT pay shall be paid to those employees who qualified on the first payday in December of a contract year.

f. Upon the City selecting a Firefighter for hire pursuant to its selection/recruitment process, the candidate shall be processed in accordance with the City's policies for the hiring of Firefighters and police officers which will include attendance at the State Fire Academies for training pursuant to a Conditional Offer of Employment. All new hires for a Firefighter position must not have attained a maximum age of forty (40) by the close of the then-current application period and have a valid State of Rhode Island or National Registry EMT or higher license within six (6) months form being sworn in as a Firefighter.

ARTICLE 10 — LONGEVITY

All permanent firefighters who have been firefighters for the City for a period of seven (7) years or more, measured from the time the employee was sworn in as a member of the Department, shall receive, in addition to their annual salary, Longevity pay in accordance with the following table:

<u>Years of Service Complete</u>	<u>Longevity Increment</u>	<u>Years of Service Complete</u>	<u>Longevity Increment</u>
7	3.0%	19	9.0%
8	3.5%	20	9.5%
9	4.0%	21	10.0%
10	4.5%	22	10.5%
11	5.0%	23	11.0%
12	5.5%	24	11.5%
13	6.0%	25	12.0%
14	6.5%	26	12.5%
15	7.0%	27	13.0%
16	7.5%	28	13.5%
17	8.0%	29	14.0%
18	8.5%	Over 30	14.5%

ARTICLE 11 — SICK LEAVE AND PERSONAL DAYS

- a. Each member of the Department shall earn and be granted sick leave as follows:
Each member of the Department shall receive two (2) hours of sick leave for each weekly pay period which is one hundred and four (104) hours or thirteen (13) work days annually, except firefighters on leave without pay. For the purpose of charging sick leave, all work shifts shall be assumed to be an eight (8) hour shift.
- b. Intentionally left blank.
- c. Advanced sick leave, not to exceed twenty (20) work days, shall be granted in accordance with Title Three of the City Code of Ordinances.
- d. Upon retirement, death or voluntary termination (as to voluntary termination only after a minimum of ten (10) years' service in the Department), the City shall pay the firefighter for sixty-five (65%) percent of the firefighter's accumulated sick leave, based upon the firefighter's salary (including longevity) at retirement, death or voluntary termination. Provided, however, on and after January 1, 2016, for severance payment purposes only, each member's accumulated sick leave payout amount shall be frozen at the higher of (a) a maximum of \$25,000 (i.e. members may continue to accumulate sick leave days for severance pay purposes but only up to a maximum of \$25,000); or (b) an amount above \$25,000 which any member has accumulated based on a calculation made as of January 1, 2016. Members who have attained the aforementioned maximums may continue to accumulate sick leave for sick leave usage only. At the time of retirement, the member will be paid for the actual sick leave hours that they have up to the maximum cap set forth above. In lieu of the foregoing, any employee may elect to have such unused accumulated sick leave credited as time served in the Department towards his retirement, provided that he gives notice to the Department not less than ninety (90) days prior to the date of his intended earlier date of retirement.
- e. Intentionally left blank.
- f. Intentionally left blank.
- g. Personal Days. A firefighter who has accumulated one hundred four (104) hours of sick leave shall be entitled to one (1) personal day, so-called. A firefighter who had accumulated two hundred eight (208) hours of sick leave shall be entitled to two (2) personal days, so-called. Regardless of the amount of accumulated sick leave, a firefighter shall not be entitled to more than two (2) personal days, so-called, during the fiscal accounting year of this

contract. A firefighter shall take his personal days, so-called, in accordance with the procedures established by the Chief for sick leave. In no event may a firefighter use a personal day on the day of a holiday, Christmas Eve, New Year's Eve or in conjunction with a scheduled vacation. For purposes of charging sick leave, a personal day shall be charged at eight (8) hours.

h. Intentionally left blank.

i. In addition to paragraph (a) of this Article, all employees who are members of the Department and on the payroll on July 1st shall have added to their sick leave balance on the first regularly scheduled pay period following July 1st, eight (8) additional hours.

ARTICLE 11A — INJURIES IN THE LINE OF DUTY

a. In Line-of-Duty Illness. Leave for line-of-duty illness shall be in conformity with Title 45-19 of the General Laws of Rhode Island and Title Three of the City Code of Ordinances, until the date of commencement of retirement benefits. Nothing in this paragraph (a) is intended to deprive employees of continuous payment for medical expenses arising out of their line-of-duty injury or illness as required by Title 45-19-1 of the General Laws of Rhode Island after retirement.

b. Whenever a firefighter contracts a communicable disease and said firefighter had, during the incubation period immediately prior to the diagnosis of said communicable disease, been in contact with a patient with said communicable disease while on duty, it shall be presumed that said disease was contracted while said firefighter was on duty and shall be considered a line-of-duty illness in accordance with Title 45-19-1 of the General Laws of Rhode Island, as amended, and Title Three of the City Code of Ordinances.

c. The City will take all reasonable measures to assure that hospitals, doctors or other healthcare facilities to which a person with a communicable disease is transported will promptly notify the City. The City shall promptly advise the firefighters involved in the transport of that information.

d. If a firefighter is injured in the line of duty, the firefighter will have five (5) days from the date of the injury to report that injury to his supervisors.

e. Medical Care. Medical care for those injured or who contract illness in the line of duty shall be as follows: Those members injured or who contract illness in the line of duty whose condition requires admittance to a hospital shall have the right to select a hospital and physician from the staff of that hospital. The choice shall be made by the employee, or if his condition prevents him from making his choice, the choice shall be made by a relative who may be available at the time.

In other cases which do not require hospitalization, the employee shall have the right to a specialist of his own choice from the staff of a hospital for initial treatment at the hospital and for subsequent treatment at the selected physician's office.

In cases which are of minor nature (minor lacerations, abrasions, contusions, etc.), the judgment of the resident physician shall be followed regarding the necessity of calling in a specialist.

When an employee has suffered a minor injury which does not require the care of a physician in the line of duty and has been treated by a member of the rescue squad, a report of the injury and treatment shall be made to the Chief and become a part of the record of the Department. Any subsequent worsening of the injury or of the immediate area of the injury (provided it is related to the injury) shall entitle the individual to the benefits of this Article.

The City and its insurer are entitled to status reports from the treating physician with respect to the firefighter's fitness for duty every thirty (30) days or upon request.

Notwithstanding any contrary provision in this Article, the City shall have the right to have any firefighter examined and evaluated by a physician to determine the nature, extent, anticipated duration and causation of any claimed injury or illness or to determine a firefighter's fitness for full duty or fitness to return to duty.

f. Resolution of Disputes Re: IOD Matters

If the firefighter's physician and the City's physician disagree as to the nature, extent, anticipated duration and causation of any claimed injury or illness, or to determine a firefighter's fitness for light or full duty or fitness to return to duty, it shall be resolved in the following manner. The firefighter's physician and the City's physician shall jointly select a neutral physician for a so-called medical arbitration examination ("MAE"). In the event that the firefighter's physician and the City's physician are unable to agree upon the neutral physician, then the neutral physician shall be selected, upon application of either party hereto, by the Executive Director of Rhode Island Medical Society. The physician so selected by the Executive Director of Rhode Island Medical Society shall be a specialist in the area of medicine involved in the injury which is alleged to have occurred. The neutral physician shall examine the firefighter and shall render a written opinion with respect to the IOD issues that are in dispute. The physician conducting the MAE shall base his opinion upon a reasonable degree of medical certainty. The report of the physician conducting the MAE shall be delivered to the Chief and to the firefighter. The cost of the MAE shall be paid for by the City. The results of the examination by the neutral physician shall be conclusive on the parties.

During the aforementioned dispute resolution process, the firefighter shall charge his sick leave bank until such time that the Chief receives the written report from the neutral physician indicating that the injury or illness is classified as IOD. If the firefighter runs out of sick leave, the City shall permit other firefighters to donate leave in accordance with the

following sections of the City's Donation of Annual Leave Policy: "Donation of Leave Requirements", "Processing of Leave" and "Conclusion of Donated Leave". If the illness or injury is classified as IOD by the neutral physician, the City shall reimburse the firefighter any sick leave or annual leave charged to the firefighter as a result of the injury or illness along with other applicable IOD benefits. In addition, any donated leave shall be returned to those firefighters who donated their leave.

g. Recurrence of an Injury/Illness

When an employee has suffered a previous injury/illness and an occasion arises when that injury/illness recurs in any manner, the employee shall be entitled to the immediate examination of the physician who attended him for the original injury at the City's expense. In the event the physician who treated the employee for the original injury is not available, the employee shall have the right to engage physician of his own choice. If the attending physician determines that the employee is actually suffering from a recurrence of the injury, the employee shall be entitled to the benefits of this article; provided, however, that if the City questions the decision of such physician, the City shall have the right to have said employee examined by a City's physician. If the firefighter's physician and the City's physician disagree as to whether or not the firefighter is suffering from a recurrence of his original injury or there is a dispute with respect to any of the other matters set forth in subsection (f) of this Article, then the dispute shall be resolved by using the MAE procedure set forth in subsection (f).

ARTICLE 12 — ANNUAL LEAVE

a. Each member of the Department covered by this Agreement shall earn and be granted annual leave as follows:

<u>YEARS OF SERVICE</u>	<u>HOURS FOR EACH WEEKLY PAY PERIOD</u>	<u>DAYS PER YEAR</u>
1-10	Two (2)	13
11-15	Three(3)	19.5
16 and Over	Four (4)	26

For the purpose of charging annual leave, all work shifts shall be assumed to be an eight (8) hour shift.

b. The City agrees to furnish quarterly to the Secretary of the Union an up-to-date list of the balance of annual and sick leave for all members of the bargaining unit. In lieu of this said list, the City may print said balance on the firefighter's pay check.

c. Firefighters shall be entitled to accumulate annual leave not to exceed three hundred sixty (360) hours.

Effective July 1, 1991, firefighters shall be entitled to accumulate annual leave not to exceed three hundred eighty (380) hours.

Effective July 1, 1992, firefighters shall be entitled to accumulate annual leave not to exceed four hundred (400) hours.

Effective July 1, 2015, all new members of the Department hired on or after July 1, 2015 shall be entitled to accumulate annual leave not to exceed three hundred (300) hours.

d. At any time during the fiscal accounting year, firefighters shall be entitled to sell back to the City a maximum of two hundred (200) hours of accumulated annual leave in increments of at least fifty (50) hours per pay period. The hourly rate shall be computed on the base pay and longevity pay.

e. Three (3) men shall be allowed to be on annual leave per tour of duty if requests for such leave are made forty-eight (48) hours prior to taking annual leave, and provided that there will always be at least two (2) Station Officers and one (1) Deputy Chief or Acting Deputy Chief on duty at all times. Men requesting leave for a full tour of duty will continue to be given

preference. For the purpose of this Section, a full tour of duty shall mean a full ten (10) hour day or a full fourteen (14) hour night.

Any employee who is scheduled to go on annual leave and decides to trade his leave may do so at any time. The above forty-eight (48) hour request will not be required when trading leave.

If the annual leave vacancy is created by someone deciding to work instead of taking time off, the next firefighter who had requested the annual leave forty-eight (48) hours or more in advance shall be granted the leave slot without regard to the forty-eight (48) hour requirement.

f. Bereavement Leave.

1. Members of the Department are to receive four (4) days' leave as bereavement leave. Scheduled days off should not be counted as any portion of the bereavement leave due the firefighter.

The City will allow four (4) days off for "Bereavement Leave" for the following:

Spouse	Children	Mother	Father
Brother	Sister	Mother-in-Law	Father-in-Law
Grandfather	Grandmother	Grandchildren	Stepchildren*

Domestic Partner (as defined in policies and regulations adopted by the City for health insurance or other employment benefits).

* Stepchildren shall be decided by Section (g).

2. In addition to Bereavement Leave provided for, firefighters shall be allowed to take up to three (3) days of his sick leave to attend the funeral of the following:

Brother-in-Law	Sister-in-Law	Aunt	Uncle
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3. Additional leave when required shall be charged to annual leave.

g. The City agrees to amend Title Three of the City Code of Ordinances so that a firefighter is permitted to take Bereavement Leave in accordance therewith for the stepchild. For

purposes of Bereavement Leave, a stepchild is defined as a child of the firefighter's spouse by a former marriage and for whom the firefighter has continuously supplied housing, clothing and food for a period of at least one (1) year prior to the death of the child. Continuous support shall consist of more than fifty (50%) percent of the stepchild's needs.

h. When an employee submits a written slip or verbal request for annual leave, the on-duty officer in charge shall approve or deny the request as soon as possible.

i. In addition to Paragraph (a) of this Article, all employees who are members of the Department and on the payroll on July 1st, shall have added to their annual leave balance on the first regularly scheduled pay period following July 1st, the following hours:

<u>Years of Service</u>	<u>Hours Granted</u>
1 - 5 Years	24 Hours
5- 10 Years	24 Hours
10- 15 Years	24 Hours
15-20 Years	24 Hours
Over 20 Years	40 Hours

j. The Chief may each shift to create its own policy for assignment of annual leave and holidays. Such policy shall take effect upon a vote in favor of the policy by a majority of the shift and approval by the Chief. Such policy shall be effective for twelve (12) months.

ARTICLE 13 — CLOTHING ALLOWANCE

a. The City shall not regulate the clothing worn to and from work, except that such clothing shall not be such as to bring discredit to the Department.

b. At roll call, at the beginning of each tour of duty, each firefighter shall be in proper station uniform.

c. The City shall supply a structural helmet, a pair of structural boots, Nomex hood, a pair of structural gloves and a full set of turnout gear for the use of each new firefighter.

d. The City shall replace the structural helmet, a pair of structural boots, Nomex hood, a pair of structural gloves and a full set of turnout gear of a firefighter if said gear is worn out, destroyed or stolen in the line of duty through no fault of the firefighter. The firefighter shall be responsible for the proper care of the gear. The gear shall be used only for authorized Department activities. If a firefighter leaves the Department, all such gear purchased by the City shall be returned to the City.

e. A clothing allowance in the amount of Sixteen Hundred (\$1,600.00) Dollars shall be paid to each member of the Department on or before September 1st of each contract year. In the case of probationary Firefighters, the sum of Sixteen Hundred (\$1,600.00) Dollars shall be paid to said probationary men on completion of their probation and acceptance to the Department. Members are required to purchase work uniforms that meet the NFPA 1500 Standards no later than the date required by the Rhode Island State Laws.

Those members who retire before January 1st of each contract year shall reimburse the City the portion of their clothing allowance payment on a prorated basis, upon the number of full months remaining in the contract year, with the amount of overpayment deducted from their final paycheck as an active employee.

f. In accordance with the procedure outlined above, the City shall provide the following items as needed for the use of firefighters assigned as to the Division of Fire Prevention:

1. Hard Hat
2. Foul Weather Gear
3. Electrician's Gloves
4. Boots

ARTICLE 14 — HEALTH AND DENTAL INSURANCE

a. Health Insurance—Active Members.

1. Coverage in General. Family health coverage insurance shall be provided by the City to firefighters, except firefighters who are unmarried and without children entitled to be covered by the health care insurer, will be provided individual coverage.

The City shall adopt a base health insurance plan similar to the Healthmate Coast-to-Coast plan coverage and network including a Two Hundred Fifty (\$250.00) Dollar hospital facility deductible; a Fifteen (\$15.00) Dollar co-pay for office visits; a Twenty-Five (\$25.00) Dollar co-pay for specialists and urgent care providers; a Seventy-Five (\$75.00) Dollar co-pay for emergency room visits; and a prescription drug plan with a twenty (20%) percent employee co-pay, with a cap of Six Hundred (\$600.00) Dollars. The City shall reimburse a firefighter the sum of One Hundred Fifty (\$150.00) Dollars per deductible for any firefighter who incurs a Two Hundred Fifty (\$250.00) Dollar physician-referenced hospital facility outpatient treatment deductible. The health plan shall also include such provisions which may be required by law pursuant to the Affordable Care Act of 2010.

Pursuant to the provisions of Section 28-7-49 of the General Laws of Rhode Island, 1956, as amended, the technical qualifications of the healthcare benefit plan set forth in this Agreement shall not be construed to identify an exclusive provider of such healthcare services or be interpreted or construed to require such services to be procured from a specific provider.

2. High-Deductible Health Plan and Health Savings Account. Effective as of January 1, 2016, the City shall institute an IRS-qualified High-Deductible Health Plan (HDHP) and "Health Savings Account" (HSA) plan with the same Blue Cross/Blue Shield Healthmate DED 250 coverage benefits as the base plan (NOTE: However, the HDHP does not have a prescription drug co-payment amount nor a corresponding \$600 out-of-pocket prescription drug expense cap) with a \$2,000 (individual)/\$4,000 (family) annual deductible applicable to all in-network covered healthcare services and a \$4,000 (individual)/\$8,000 (family) annual deductible applicable to all out-of-network covered healthcare services *[i.e. per the HSA Plan, for in-network coverage, members first pay \$2,000 per year for an individual plan and \$4,000 per year for a family plan for covered healthcare services and then the health plan begins paying one hundred (100%) percent for all other in-network covered healthcare expenses for that year; and*

for out-of-network coverage, the members must first pay \$4,000 per year for an individual plan and \$8,000 per year for a family plan for covered healthcare services, and then the health plan begins paying sixty (60%) percent for all other out-of-network covered healthcare expenses for that year].

3. Funding the HSA. Effective January 1, 2024, the City shall, as of January 1st of each year, fully fund each member's HSA deductible account (i.e. with \$2,000 for individual plans and \$4,000 for family plans) and the members shall "reimburse" the City for the member's share of the deductible account payment through the payment of bi-weekly pre-tax healthcare contributions payments in accordance with the following table:

DATE	INDIV. YEAR	INDIV. BI-WEEKLY	FAMILY YEAR	FAMILY BI-WEEKLY
January 1, 2025	\$1,550.00	\$59.61	\$3,100.00	\$119.23
January 1, 2026	\$1,650.00	\$63.46	\$3,300.00	\$126.92
January 1, 2027	\$1,750.00	\$67.31	\$3,500.00	\$134.62

4. Prorating the HSA Funding.

A. New hires would receive a prorated contribution based on one-twelfth (1/12th) of the City's contribution for each month covered under the HSA and would reimburse the City one-half (1/2) of that amount, by payroll deduction, in equal installments for the remaining pay periods in the plan year.

B. Employees who separate from City service would be required to reimburse the City the amount of the funding that was advanced by the City on behalf of the employee prorated by the months remaining in the plan year that the employee will not be covered under the HSA or, with the employee's authorization, by reversal of the HSA funds.

C. Employees who switch from individual coverage to family coverage during the plan year will be funded by the City for the family contribution, prorated by the months remaining in the plan year. The employee will reimburse the City one half (1/2) of that amount, by payroll deductions, in equal installments for the remaining pay periods in the plan year.

D. Employees who switch from family coverage to individual coverage during the plan year will be required to reimburse the City the reduced amount for individual coverage prorated by the months remaining in the plan year. Reimbursement will be by payroll deduction in equal installments for the remaining pay periods in the plan year or, with the employee's authorization, by reversal of the HSA funds.

5. Administrative Fees. Administrative fees charged by the HSA third-party administrator will be paid by the employee and will be payroll deducted. The current fee is \$3.75 per month per employee resulting in a present payroll deduction of \$1.73 per pay period. The City will pay the annual up-front set-up fees of \$300.00 with an ongoing annual cost of \$200.00.

b. Health Insurance—Retirees.

1. Post-July 1, 1981 Retirees. Members of the Department who retired after July 1, 1981 shall be entitled to full medical benefits including the coverage for active members of the Department.

2. Post-July 1, 1987 Retirees. Members of the Department who have retired after July 1, 1987, with at least twenty-five (25) years of service or who are retired because of physical or mental incapacity and who have served less than twenty-five (25) years shall be entitled to full medical benefits, including the Blue Cross/Blue Shield coverage provided to active members of the Department.

Retirees who served more than ten (10) years but less than twenty-five (25) years shall receive the same health insurance coverage provided to all active members of the Department. However, the cost of the health insurance shall be shared by both the City and the retiree on the basis of the following:

<u>Years of Service</u>	<u>City Share Premium</u>	<u>Retiree Share Premium</u>
10	40%	60%
11	44%	56%
12	48%	52%
13	52%	48%
14	56%	44%
15	60%	40%
16	64%	36%
17	68%	32%
18	72%	28%

19	76%	24%
20	80%	20%
21	84%	16%
22	88%	12%
23	92%	8%
24	96%	4%
25	100%	

3. Post-July 1, 1999 Retirees. Members retiring on or after July 1, 1999 shall be entitled to receive the same healthcare coverage available to active firefighters, provided that all retirees, upon reaching the age of sixty-five (65) shall receive Blue Cross Plan 65 or similar coverage from another provider so long as this coverage is less expensive to the City than maintaining the same coverage as for active employees.

4. Post-September 13, 2007 Retirees. For all members retiring on or after September 13, 2007, in addition to the schedule of costs set forth in (b)(2), the member shall also pay one (1%) percent of his retirement or pension pay towards the cost of health insurance and for members retiring after thirty (30) days from the date that the collective bargaining agreement covering the period of July 1, 2007 to June 30, 2008 was in effect, the member shall pay two (2%) percent of his retirement or pension pay in addition to the costs set forth in (b)(2).

Notwithstanding the provisions of the schedule of costs set forth in (b)(2), no firefighter retiring on or after September 13, 2007 shall contribute less than the amount required under subsection (a) of this Article.

5. Post-January 1, 2016 Retirees. All members retiring on or after January 1, 2016, if otherwise entitled to receive health insurance coverage pursuant to the provisions of this Article 14 and subject to any other applicable limitations herein contained, shall not be covered by the City's HDHP and HSA Plans for active members, but shall receive the same base or equivalent plan provided to other City employees or retiree(s) not covered by the HDHP and HSA Plan. However, said retired members shall pay a premium co-share of five (5%) percent of the cost of said coverage, but subject to a \$1,000 cap on the twenty (20%) percent preferred prescription drug co-pay benefit.

6. Post-January 1, 2022 Retirees. All members retiring on or after January 1, 2022 shall pay a minimum premium co-share of ten (10%) percent of the cost of said coverage

(or the higher premium cost required by subsection (b)(2) (if applicable) but subject to a \$1,000 cap on the twenty (20%) percent preferred prescription drug benefit co-pay.

7. Post-January 1, 2027 Retirees. All members retiring on or after January 1, 2027 shall pay a minimum premium co-share of twelve and one-half (12 1/2%) percent of the cost of said coverage (or the higher premium cost required by subsection (b)(2) (if applicable) but subject to a \$1,000 cap on the twenty (20%) percent preferred prescription drug benefit co-pay.

8. Post-July 1, 2011 Hires. Notwithstanding any other provisions in this Agreement to the contrary, members hired after July 1, 2011, if otherwise eligible and who retire, shall not be entitled to any medical insurance coverage from the City once they reach age sixty-five (65) and will not be entitled to medical insurance coverage after retirement or separation from service before age sixty-five (65) until they reach age fifty-eight (58) or have completed thirty (30) years of service except as may be otherwise provided for in Section 45-19-1 of the General Laws of Rhode Island, 1956, as amended.

c. Delta Dental Insurance—Active Members. Family dental coverage insurance shall be provided by the City to firefighters, except firefighters who are unmarried and without children who are entitled to be covered by the health care insurer, will be provided individual coverage. This dental insurance shall be Delta Dental Program Levels One, Two, Three, and Four, or similar coverage from another provider, which coverage shall be paid by the City.

d. Delta Dental Insurance—Retirees. Effective July 1, 2002, the Delta Dental coverage shall be available to retired members of the Department on an open enrollment basis, provided that said retirees pay full cost for said coverage and subject to guidelines which may be established by Delta Dental or other provider for enrollment of retirees for said coverage and on condition that the extension of this coverage to retirees does not result in additional costs to the City including, but not limited to, the cost of providing dental insurance pursuant to the provisions hereof to active members of the Department.

e. Widow's Benefits. Effective July 1, 1986, any employee who dies while a member of the Department, or who has been placed on pension and dies, his widow shall receive the same medical coverage that he received. The full cost shall be paid by the widow.

f. Waiver of Benefits. Any active employee who is eligible for health insurance from the City may exercise the option in writing forty-five (45) days prior to the beginning of the

fiscal year to decline any form of health insurance coverage from the City. Should this waiver of healthcare coverage be opted for by the employee, a payment of One Thousand (\$1,000.00) Dollars shall be made to the employee. Payment shall be made to the employee at the time the City makes its health insurance payment for all employees.

ARTICLE 15 — UNION DUTIES-TIME OFF

It is agreed that those members of the Department who are officers of or representatives of Local 1080 shall be allowed reasonable time off for official union business on matters pertaining to Local 1080 and its affiliates for any municipal, state, regional and national functions without loss of pay and no requirements to make up said time, with the express agreement that all requests for time off for union duties will be made in writing, to the Chief Officer on duty as far in advance as possible.

ARTICLE 16 — PERSONNEL REDUCTION

a. In the case of reduction in the personnel of members of the Department, the firefighter with the least seniority shall be laid off first. Time in service in the Department shall be given the utmost consideration.

No new firefighter shall be hired until all the firefighters that were previously laid-off in personnel reductions have first been given the opportunity to return to his position and work within the Department.

b. Firefighters who are laid off shall be placed on a recall list. If there is a recall, firefighters who are on the recall list shall be called in the inverse order of their layoff.

c. Firefighters who are eligible for recall shall be given thirty (30) calendar days' notice of recall. Notice of recall shall be sent to the firefighter by certified or registered mail with a copy to Local 1080, provided that the firefighter must notify the Director of Human Resources of the City of his intention to return within fourteen (14) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address provided by the firefighter, it being the obligation and responsibility of the firefighter to provide the City with his latest mailing address.

ARTICLE 17 — RULES AND REGULATIONS

All members of the Department who have not received a copy shall be furnished with a complete set of the Revised Rules and Regulations governing the Department as soon as possible.

ARTICLE 18 — GRIEVANCE PROCEDURE AND ARBITRATION

A "Grievance" is any violation or breach of this Agreement or a violation of a statute, City Charter provision or ordinance applicable to this Agreement and appeals from disciplinary action. The purpose of the grievance procedure is to settle firefighter grievances arising as defined above and appeals from disciplinary action as quickly as possible to assure efficiency and high morale. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise from the definition of a grievance. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure. In the event of disciplinary action or interpretation of this Agreement, the following steps shall be used:

- STEP 1: The firefighter or firefighters involved and/or the Union would meet with the Supervisor, Officers or Deputy Chief immediately to attempt to resolve the grievance. This step would be done within twenty (20) calendar days of the disciplinary action or other grievance.
- STEP 2: If the grievance is not resolved by the meeting in Step 1, then within twenty (20) calendar days of the meeting in Step 1, the firefighter or firefighters and/or the Union shall submit the grievance in writing to the Chief. The acting Supervising Officer or Deputy Chief will be required to file an explanation in writing of his reasons for the action. The Chief will have twenty (20) calendar days to make a decision on the grievance submitted. The decision will be in writing and will be submitted promptly to all parties in interest.
- STEP 3: If, in the judgment of the Executive Committee of Local 1080, the nature of the grievance justifies further action, it shall, through the President and Executive Committee of Local 1080, present the grievance within twenty (20) calendar days to the City Manager. This grievance shall be in writing. The City Manager may arrange a meeting to discuss the grievance with all parties in attendance. Within twenty (20) calendar days from the submission of the grievance, the City Manager will be required to

render his decision. The decision will be in writing and will be submitted promptly to all parties in interest.

Within twenty (20) calendar days of the receipt of the written decision of the City Manager, if Local 1080 is not satisfied with the decision, it may submit the grievance to Arbitration by referring the matter to the American Arbitration Association. The matter may be submitted by Local 1080 or the City. Arbitration will be held under voluntary rules of arbitration of the American Arbitration Association. The decision of the Arbitrator shall be final and binding on all parties. The expense of the Arbitration procedure shall be shared equally by the City and Local 1080. The Arbitrator shall have no power to add, delete or modify any of the terms or provisions of this Agreement. If the grievance involves the interpretation, meaning or application of any of the terms of this Agreement, the grievance may be submitted by Local 1080 immediately to the City Manager without following Steps 1, 2 and 3 as above.

Nothing herein contained will be construed as limiting the right of any firefighter or firefighters having a grievance to discuss the matter informally with any appropriate member at the next level of the administration within the Department and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given the opportunity to be present at such adjustment and to state its views.

All meetings involving grievances shall be held at reasonable times which will permit all parties concerned to present their case.

All proceedings may be private and any disposition shall not be made public without the agreement of the City and the Union. An arbitrator selected according to the foregoing procedures shall hear and decide one grievance and one grievance only.

Nothing herein contained shall prevent Local 1080 from submitting a grievance on behalf of any firefighters, or on its own behalf. In such case, the grievance shall be reduced to writing within thirty (30) days of its alleged occurrence and shall be disposed of under the foregoing procedure, commencing with Step 2 thereof. If any required decision is not rendered within the specified time limits, the grievance may be referred directly to Arbitration.

ARTICLE 19 — ANTI-STRIKE PROVISION

It is understood and agreed, pursuant to Title 28-9, 1-12 of the General Laws of Rhode Island, that all members of the Department covered by this Agreement shall not have the right to engage in any work stoppage, slow down or strike.

ARTICLE 20 — REIMBURSEMENT FOR EDUCATION

a. The City will pay for courses relating to a Fire Science Degree, Management and courses relating to computers and architecture which have been approved by the Chief, that approval not being unreasonably withheld, taken by a member of the Department at the time of registration. The City shall also pay for attendance at seminars related to Firefighting Rescue and mandatory training for personnel holding special licenses issued by the State of Rhode Island, which shall be limited to EMS licensure and Assistant Deputy State Fire Marshal licensure, which attendance has been approved by the Chief, that approval not being unreasonably withheld. If a member of the Department fails to complete said course with a passing grade, said member shall reimburse the City for said costs. A passing grade will be determined according to the program in which the member is enrolled. The City will not pay more than once for the same course.

b. A minimum of Seven Thousand Five Hundred (\$7,500.00) Dollars per year will be budgeted for education provided said funds should be used for Fire Science courses. In the event that the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars is insufficient to pay the cost of the tuition and the books incurred by the members of the Department, then the City shall pay any deficiency up to a maximum education expenditure of Fifteen Thousand (\$15,000.00) Dollars. On July 1, 2004, the amounts will be Ten Thousand (\$10,000.00) Dollars to a maximum education expenditure of Twenty Thousand (\$20,000.00) Dollars. On July 1, 2018, the maximum education expenditure will be increased from Twenty Thousand (\$20,000.00) Dollars to Twenty-Five Thousand (\$25,000.00) Dollars.

All books purchased by the City are the property of the City and shall be returned to the City at the end of the course.

ARTICLE 21 — PENSION

a. The Joint Committee of Local 1080 and the City shall be continued in effect to review all aspects of the Newport Fire Pension System.

b. Definitions. The following words as used in this Article, unless a different meaning is plainly required by the context, shall have the following meanings:

“Salary” shall include a member’s base pay as set forth in the chart in Article 9 plus longevity pay as set forth in Article 10 and be based on the position held by the employee at the time of his retirement. Salary for pension purposes shall be determined as of the date of retirement.

“Stepchild” is a child of a firefighter’s spouse for whom the firefighter has continuously supplied housing, clothing and food for a period of at least one (1) year prior to the vesting of the pension benefits. Continuous support shall consist of more than fifty (50%) percent of the stepchild’s needs.

c. Contributions. All firefighters shall contribute nine (9%) percent of their salary to be allocated for pension purposes.

d. Vested Pension Benefits. Members’ pension benefits shall be vested after ten (10) years of service. However, for members hired before July 1, 2011, an employee leaving the employment of the City before serving twenty-five (25) years shall not be entitled to their pension benefits until the first day they would have completed twenty-five (25) years of service with the Department.

Provided further, however, for members hired on or after July 1, 2011, an employee leaving the employment of the City shall not be entitled to their pension benefits until they have attained the age of fifty-eight (58) or have completed thirty (30) years of service.

The waiting periods set forth above (i.e. 25th anniversary date for those hired before July 1, 2011; or age 58 or 30 years of service for those hired on or after July 1, 2011) shall not be applicable with respect to employees who receive a service-related or non-service-related disability pension as provided herein.

e. Service Retirement Benefit. Members shall receive a pension benefit of two and one-half (2 ½%) percent for each year of service up to and including their twentieth (20th) year of service, or fifty (50%) percent. Members serving more than twenty (20) years of service shall receive a benefit as set forth below.

Years of Service Completed

Percentage of Salary

21	52%
22	54%
23	56%
24	58%
25	65%
26	66%
27	67%
28	68%
29	69%
30	70%

f. Disability Pensions—Service-Related. Employees who are retired because of a physical or mental incapacity as a result of an on-the-job injury or illness, shall receive a disability benefit equal to sixty-six and two-thirds (66 2/3%) percent of their salary at the time of their disability retirement. This benefit would be payable until the death of the retiree.

g. Disability Pension—Non-Service-Related. Employees who are retired because of a physical or mental incapacity as a result of a non-service-related injury or illness and who have served less than ten (10) years on the job, shall receive a non-service-related disability pension equal to twenty-five (25%) percent of their salary. For employees who have served more than ten (10) years, their non-service-related disability pension shall be calculated by multiplying two and one-half (2 1/2%) percent for each completed year of service up to a maximum of twenty-five (25) years of service and multiplying that figure by the member's salary.

h. Cost of Living Adjustments. Cost of living adjustments (COLAs) shall be paid to retirees as follows:

1. Retirees receiving a non-service-related disability pension shall be entitled to the COLA (as calculated below) commencing on July 1st following the year of retirement.

2. Retirees receiving a service-related disability pension shall be entitled to the COLA (as calculated below) commencing on the date they would have completed twenty (20) years of service had they remained on active duty with the Department.

3. Retirees receiving a normal service retirement pension shall be entitled to the COLA (as calculated below) if they have completed twenty-five (25) years of service with the Department.

The COLAs for all eligible retirees as set forth above shall be equal to the Bureau of Labor Statistics CPI for Northeast Urban Wage Earners, but in no event shall exceed 3% or be less than 0.5%. The adjustments shall take place on July 1st of each year commencing on July 1, 2012 and utilize the March CPI of that year. For any member who has not reached the first-year anniversary from the date of their retirement by the next July 1st, they shall receive a pro rata share of any adjustment to be provided based on a 365-day calendar year.

i. Survivor's Benefits.

1. **Persons With Twenty (20) Years of Service.** If an active member or a member now retired or an active member who subsequently retires, having served twenty (20) years of active duty with the Department dies leaving a widow, then his widow shall receive as a survivor's benefit 67.5% of the amount of the pension such member was receiving or should have received were he retired at the time of his death.

2. **Persons With Less Than Twenty Years of Service.** If an active member or a member now retired or a member who subsequently retires having served less than twenty (20) years of active duty with the Department dies leaving a widow, his widow shall receive as a survivor's benefit 67.5% of an amount computed by prorating the length of active service of the deceased member with the prerequisite of twenty (20) years for a full pension at the time of his death, or one-third of the amount the deceased member was receiving at the time of his death under the provisions of Section 7-1(2) of Chapter 110 of the Public Laws of Rhode Island, 1957, as amended, whichever is greater.

3. **Survivor's Benefit—Dependent Children.** If a member dies without leaving a widow but with a dependent child or children, or if he dies leaving a widow and the widow subsequently dies, or if he leaves a widow and the widow remarries, such child or children shall receive in the

aggregate each year the amount the widow would have received had she survived or not remarried. If there is more than one child, then the survivor's benefit shall be reduced proportionately as each child reaches the age of eighteen (18) years.

4. Remarriage of Widow. If a member dies leaving a widow and the widow subsequently remarries, then all benefits payable under subsections 1 or 2 of this section shall immediately cease.

5. Option of Widow. If any widow or heir-at-law elects to withdraw the amount which the member has paid into the pension fund pursuant to Section 16 of Chapter 110, Public Laws of 1957, as amended, then no benefits granted by this subsection shall be paid.

6. Existing State Law. Nothing in this chapter shall prevent a member or dependent from claiming benefits payable under Title 45-19 of the General Laws of 1956, as amended, but any person claiming under that statute shall not receive any benefits under this subsection.

j. Minimum Retirement Benefits. Effective July 1 , 2002, all pensions for retired members or their widows, if the retired member has deceased, shall be no less than Five Thousand (\$5,000.00) Dollars per year. However, this provision shall apply only to those pensions received by retired members or their widows in the case of the death of a retired member when the retired member retired before July 1, 2002. This provision shall also not apply to pension amounts received by children pursuant to this Article 21 or by ordinance or otherwise.

ARTICLE 22 — FOOD AND RELIEF AT LONG FIRES

In the event of prolonged fires or other emergencies when firefighters are required to work a period of two (2) hours past their normal eating hours, provisions shall be made to feed said firefighters, unless it is impossible for firefighters to be allowed to leave the scene or take time to eat at the scene because of the nature of the emergency. The provision for feeding the firefighters shall be made either by relieving them from the scene to be fed or by bringing food (i.e. sandwiches and beverages) to the scene of the emergency. Nothing in this Article shall be construed to relieve a firefighter from performing his assigned duties.

ARTICLE 23 — SUBSTITUTION

With the approval of the Chief, Deputy Chief or acting Deputy Chief, a firefighter shall be allowed to work in the place of another provided that:

1. The request for substitution for over two (2) hours is submitted in writing at least twenty-four (24) hours in advance to the Deputy Chief via shift officer on the proper form and signed by both the firefighters involved. Said twenty-four (24) hour notice may be waived by the Chief or Deputy Chief in case of emergency.
2. A request for two (2) hours or less does not require approval of the Deputy or shift officer.
3. Substitution shall normally be limited to three (3) men per shift.
4. Neither the substitute nor the man whose place he is taking may be on probation.
5. Substitution may not be used for any other employment.
6. The substitute shall report to the shift officer in proper station uniform at the scheduled time and remain on duty until relieved.
7. Substitution shall in no way interfere with the normal functions of this Department on the response to outside alarms.

ARTICLE 24 — LEGAL EXPENSES

The City will provide legal representation from the office of the City Solicitor for all members of the Department who are sued for actions taken during the course of their employment and will pay any judgment rendered in such legal action against the firefighter. The City, however, reserves the right to decline to provide legal representation or pay said judgment for any member of the Department where the City determines that the firefighter exceeded the scope of his employment. The City's determination is subject to the individual firefighter's rights to pursue all appropriate grievance procedures afforded him by Department regulations, City Ordinances and state laws.

ARTICLE 25 — NEPOTISM

The provisions of Title Three of the City Code of Ordinances which prohibit employees from being employed in positions under the supervision of a member of his immediate family shall not disqualify any present member of the Department from promotion through the rank of Deputy Chief.

ARTICLE 26 — LIFE INSURANCE

The City shall provide One Hundred Thousand (\$100,000.00) Dollars life insurance protection for each member of the Department of the City with a reputable life insurance company doing business in the United States of America.

ARTICLE 27 — HEALTH AND WELLNESS PROGRAM

The City may establish a Health and Wellness program for the members of Local 1080. A four (4) member committee will be formed comprised of City staff and members of Local 1080 who will establish the parameters of the program within ninety (90) days of the signing of this Agreement.

WITNESSED/APPROVED

Lisa Jackson
Charles M. Holder, Jr.

DATE: 3/15/25

CITY OF NEWPORT, RHODE ISLAND

By: CEH
Charles M. Holder, Jr. Chair

DATE: 3/15/25

LOCAL NO. 1080, IAFF, AFL-CIO

By: Nicholas Insara
Nicholas Insara, President

DATE: 3/14/2025

[Signature]
Witness
03/14/2025