

**AGREEMENT**

**BY AND BETWEEN**

**TOWN OF JOHNSTON, RHODE ISLAND**

**-and-**

**JOHNSTON FIRE FIGHTERS**

**LOCAL 1950 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,  
AFL-CIO**

**JULY 1, 2017 to JUNE 30, 2022**

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## **INTRODUCTION**

This Agreement is entered into as of the 1<sup>st</sup> day of July 2017, by and between the Town of Johnston (hereinafter referred to as “Town” or “Employer”) and the International Association of Fire Fighters, Local 1950, AFL-CIO (hereinafter referred to as “Union” or “IAFF” or “Local 1950”). This Collective Bargaining Agreement (hereinafter “Agreement”) is entered into pursuant to the authority granted by Rhode Island General Laws, Title 28, Chapter 9.1, *et seq.* known as the Fire Fighter’s Arbitration Act, as amended.

## **P R E A M B L E**

The following contract by and between the Town and Local 1950 is designed to maintain and promote a mutually beneficial and harmonious working relationship between the Town and the employees of the Fire Department who are within the provisions of this contract in order that more efficient and progressive public service may be rendered to the citizens of the Town of Johnston.

## **ARTICLE 1**

### **Section 1. Recognition**

The Town of Johnston recognizes Local 1950, IAFF, AFL-CIO, as the sole and exclusive representative and bargaining agent for all fire fighter employees of the Johnston Fire Department excluding only the Chief of the Department, for the purpose of collective bargaining and entering into agreements relative to wages, salaries, benefits, hours and working conditions.

The Town of Johnston recognizes that the fire fighter employees of the Fire Department will consist of Fire Fighter Grade 4, 3, 2, 1, Lieutenant, Captain, Battalion Chief and Assistant Chief.

The rights of the Town of Johnston and employees of the Fire Department shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

All references to an employee covered by this Agreement as well as use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

**Section 2. Union Security**

A. Any member of the 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. All new employees hired during the life of this Agreement shall, as a condition of employment, after the completion of their one (1) year probationary period, become and remain members of the Union in good standing.

C. The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement for union membership or activities, and shall permit the use of a bulletin board in the fire stations for the posting of notices concerning Union business and activities.

D. In the event it is necessary to lay off any member of the Fire Department as presently constituted, said member or members so affected shall have priority according to the present seniority list over any new increase in Fire Department personnel employed in the future.

E. All employees covered by this Agreement who are officers of Local 1950 or who are appointed by Local 1950 as members of that committee's collective bargaining negotiations or conferences with the Mayor and/or Chief of the Department, shall be granted time off with

pay, and without requirement to make up said time; except that this provision for time off, with pay, shall not apply to more than three (3) members at one time.

Such officers and members of the Union, as may be designated by the Union, not to exceed three (3) members shall be granted leave from duty with full pay for all Union business including, but not limited to, Union meetings, attending labor conventions and Union educational conferences, provided that the total leave granted within the Department for the purpose set forth in this section shall not exceed ten (10) working days in any fiscal year. However, in the case of any emergency, the Chief of the Department shall have the discretion to refuse the above leave. The Chief also has the right to grant additional leave if so desired.

### **Section 3. Dues Deduction**

The Town shall deduct Union dues upon receipt of authorization cards from members of the Union who desire to have the Town deduct such dues. Deductions will be made from the payroll period mutually agreed to by the Town and the Union, and the dues so deducted shall be forwarded to the Treasurer of the Union together with a list of employees for whom dues deductions are made.

It is agreed that in order to ensure the timely payment on behalf of each and every fire fighter by the Town of Johnston and those persons, entities, and/or appropriate recipients of those monies herein described, the Town of Johnston or its designee shall issue payment of Union dues, agency fees, annuity funds, individual retirement accounts designated by the individual fire fighters, or other withheld earned funds of each individual fire fighter no later than fifteen (15) days from the date of the payroll by virtue of which said monies are checked off and/or deducted and/or withheld.

The Town of Johnston further agrees that interest of one (1%) percent per month on the payments made later than fifteen (15) days from the date of the payroll by virtue of which said

monies are checked off and/or deducted and/or withheld shall be forwarded to the destination to which the payment should have been made. For example:

Fire fighter Jones should have had \$100.00 forwarded to the ABC Investment Account within 15 days and said payment was not timely made for 45 days. The Town will send 1% of the \$100.00 to the ABC Investment Company to be credited to Fire Fighter Jones' account for the appreciation lost in the last 30 days.

## **ARTICLE II**

### **Section 1. Management Rights**

The Town of Johnston retains all rights and responsibilities granted by law to manage, control, and direct its Fire Department, except as specifically abridged herein by the provisions of this Agreement.

The Town of Johnston shall retain the right to issue, after forty-eight (48) hours' notice to the President, Vice President or Treasurer of the Union, through the Chief of the Department or Assistant Chief, Rules, Regulations, and General Orders covering the internal conduct affecting personnel, and other general personnel procedures of the Fire Department. Union officials will be permitted to meet with the Chief of the Department or Assistant Chief, and they will make themselves available, in such forty-eight (48) hour period, to discuss the changes affecting personnel or general procedures by the Rule, Regulation or General Order for which notice was given. If agreement cannot be reached between Union officials and the Department officials, the dispute will be subject to the grievance procedure.

## **ARTICLE III**

### **Section 1. Seniority and Job Bidding**

Employees covered by this Agreement shall have seniority rights in grade and shall prevail with regard to the following:



A. All jobs shall be the subject of bidding provided, however, that employees may reject the position or benefit at their discretion without the need of any explanation on their part. Further, in the event that an employee shall reject a position or benefit, it shall not be construed as a waiver of their seniority rights in any subsequent situation where seniority would prevail. Time off for vacation and personal days will be subject to bidding by "straight" seniority.

B. A bid system shall be adopted under which employees may bid for jobs.

(1) Promotions will be based on the provisions found in Article IV, Section 3, Promotions, and bid in accordance with Article III, Section 1, Seniority and Job Bidding.

(2) In the Rescue Division, when fire fighters bid officers' positions in that Division, the rank cannot be transferred for bidding purposes during the bid or subsequent bids to officers' positions in the Fire Fighting Division.

(3) When a fire fighter holding an officer's position in the Rescue Division bids out of that Division, the fire fighter will revert back to his/her former rank.

(4) Fire fighters who bid Special Divisions' positions will receive salary at one (1) rank higher up to the rank of Battalion Chief, with the exception of the Chief Dispatcher who will receive salary at one (1) rank higher up to the rank of Captain. When a fire fighter holding a position in a Special Division bids out of one of the Special Divisions, the fire fighter will revert back to his/her former rank.

(5) When a fire fighter bids down (below present rank) for any position in the Department, his/her seniority for bid purposes will be applied based on his/her prior rank and seniority.

(6) At the conclusion of any bid session, all officer vacancies in the Rescue Division will be filled, without exception, by eligible members according to seniority. Eligible

shall be defined as firefighters who have completed one (1) full year of employment and who hold a current EMT-C License (“Emergency Medical Technical-Cardiac” level).

(7) The least senior eligible Fire Fighter in the designated floater positions, who has completed two years of employment, (when the Department is above the required contractual number of fire fighters in the Department’s Table of Organization) must bid to fill all the permanent vacancies and Special Division vacancies in the Department. The least senior Private must bid to fill all the permanent vacancies in the Department. The successful bidder for any job shall be entitled to a reasonable trial period of not more than sixty (60) calendar days to determine whether he/she can acquire the skills necessary for the performance of said job in a reasonable satisfactory manner provided, however, that in cases where the Town and the Local so mutually agree, such trial period shall not be mandatory. At the end of the sixty (60) calendar days from the date of trial transfer, the employee shall be considered as being transferred in accordance with the provisions of this section except in cases where the Town and the Local may mutually agree to extend such trial period. If, during the trial period, the Town removes the employee from such position for alleged lack of reasonable progress in said position, the employee shall have the right to file a grievance in accordance with the provisions of this Agreement. The term “reasonable progress” as used herein shall mean a comparison of the progress of the employee performing such work. Any disputes over the reasonableness of the trial period and/or the progress of the employee on the job shall be subject to the grievance procedure as previously mentioned.

The Chief Dispatcher position may be filled, if vacant, by the Chief of the Department by temporary assignment of a firefighter in a floater position only, after a period of one (1) year. The temporary assignment shall not preclude a firefighter who is eligible to bid the position of Chief Dispatcher to bid said position.

(8) Any member who is out of work due to a "job-related" injury or illness, may bid for any open position, bid for a promotion or into a Special Division. However, until such time as the member can return to active duty and perform the tasks, functions and duties associated with the bid position, he/she will not be entitled to the higher rate of pay. If the said member never returns to active duty prior to his/her retirement, none of his/her retirement benefits, severance pay or COLA benefits will be based on the higher rate of pay or rank associated with the bid position. The said member shall not forfeit or lose any seniority benefits in time in grade while on a "job-related" injury or illness status.

C. It is understood by the parties hereto that during the trial period, a bi-weekly progress report shall be made by the employee's supervisor to the Chief of the Fire Department.

D. A permanent and up-to-date seniority list shall be posted and maintained on the Bulletin Board at Fire Headquarters for the benefit of all employees and all future seniority questions shall be resolved in accordance therewith.

E. The Town also agrees to furnish to the Local an up-to-date seniority list, a copy of which is posted on said Bulletin Board.

F. The Assistant Chief position will be subject to job bidding rules adopted by the parties. The Assistant Chief will have the same duties and responsibilities of a Battalion Chief and, in addition, will also have administrative duties as directed by the Chief for the entire Department.

## **Section 2. Work Assignments**

A. At Station 1, Engine 1 shall have one (1) Captain, three (3) Lieutenants and eight (8) Fire Fighters. Rescue 1 shall have one (1) Rescue Captain, three (3) Rescue Lieutenants and four (4) Rescue Fire Fighters.

B. At Station 2, Engine 2 shall have one (1) Captain, three (3) Lieutenants and eight (8) Fire Fighters.

C. At Station 3 (Headquarters), Engine 3 shall have one (1) Captain, three (3) Lieutenants and eight (8) Fire Fighters. Ladder 1 shall have one (1) Captain, three (3) Lieutenants and four (4) Fire Fighters. Rescue 3 shall have one (1) Rescue Captain, three (3) Rescue Lieutenants and four (4) Rescue Fire Fighters. There shall also be one (1) Chief Dispatcher, three (3) Dispatchers, one (1) Assistant Chief, three (3) Battalion Chiefs, one (1) Fire Marshall, one (1) Fire Alarm Superintendent, one (1) Emergency Medical Service (EMS) Coordinator and one (1) Director of Training.

D. At Station 4, Engine 4 shall have one (1) Captain, three (3) Lieutenants and four (4) Fire Fighters. Rescue 2 shall have one (1) Rescue Captain, three (3) Rescue Lieutenants and four (4) Rescue Fire Fighters.

E. Seniority will prevail in filling any vacancies by eligible members in the floater position. In the Fire Fighting Division, eligible floaters shall be after completion of two (2) years on the job and must be on the current certified promotional list for officer positions. In the Rescue Division, eligible floaters shall be after completion of one (1) year on the job and be (EMT-C) certified for officer positions.

Seniority of employees shall be computed in each rank from the date of original appointment to that rank. In the event that more than one (1) employee of the Fire Department presently on the payroll or who shall go on subsequently on the same day, then seniority will be determined by the rank which they finished in the schooling or the testing for the different positions. Badges will be issued for the different ranks.

The seniority of officers shall be determined by the length of time in grade. When more than one (1) officer is appointed to the same rank on the same day, seniority shall be determined

by the length of time in service in the Fire Department. In the event that they were appointed and promoted on the same day then, in that event, it shall be by their straight seniority on the Department.

F. Notice of departmental promotional examinations shall be given to the Union by forwarding notices of said examination to the Union at least ninety (90) days prior to the date of said examination.

G. In the event that the Chief of the Department decides that the Town desires to move a piece of apparatus or work assignments pursuant to this Article, the Chief shall notify the Union President to meet not less than sixty (60) days prior to the proposed date of implementation and discuss the change. The parties agree that any such change would affect fire fighter safety as well as other conditions of employment; therefore no such change shall be implemented absent agreement of the parties.

### **Section 3. Job Certifications**

- A. Members who bid into the following positions must obtain the appropriate job certification as indicated below within 18 months of their first day of service in the position:
- (1.) Fire Marshall – NFPA 1031 Certification.
  - (2.) Emergency Medical Service (EMS) Coordinator – Emergency Medical Technician, Cardiac (EMT-C) Instructor Certification.
  - (3.) Director of Training – NFPA 1041 Certification.
  - (4.) Fire Alarm Superintendent – NFPA 1031 Certification
- B. Any member who is bid into these above positions as indicated in Section 3, A prior to the execution of this current Collective Bargaining Agreement without the above certifications shall be exempt from the requirement to obtain the certification.
- C. The Town shall allow members who currently do not have Firefighter 1 & 2 Certifications to obtain Certifications at the Town's expense in accordance with the following:

(1.) The Chief of the Department shall schedule a one-time opportunity for members to attend a Firefighter 1 & 2 curriculum either at the State Fire Academy or at Johnston Fire Headquarters. Any member who does not attend a Firefighter 1 & 2 curriculum pursuant to this one-time opportunity shall not be able to take said courses at the expense of the Town to include the course curriculum and overtime associated with the attendance of the curriculum.

(2.) Thereafter, if any member takes the Firefighter 1 & 2 curriculum, said member shall be responsible for the cost of taking the curriculum including attendance of said classes on the members own time without compensation.

#### **ARTICLE IV**

##### **Section 1. Vacancies – Privates’ and Officers’ Ranks**

A. Vacancies in the privates’ ranks shall be filled as soon as practicable after the date the vacancy occurs.

B. All permanent vacancies in the Officers’ ranks shall be filled by the Department within fourteen (14) days from the appropriate promotional list, which is active for the vacated rank.

##### **Section 2. Temporary Service Out-of-Rank**

Members of the Johnston Fire Department up to and including the rank of Assistant Chief who assume the responsibilities of a higher rank shall be compensated for their service at the same rate as the rank held by persons for whom they are serving out of rank.

The Town agrees that only members of the Johnston Fire Department in the position of Floater will be temporarily assigned to other positions meeting the eligibility requirements specified herein. In the event no eligible floaters are available for temporary assignment, the

Chief may assign members in permanent bid positions with the approval of the member and the Union.

The Town of Johnston agrees that the in-service operable apparatus, manned by the Department during regular tours of duty shall have an officer in charge at all times or, in the event that an officer is not available, a private who assumes the duties of the officer in charge will be compensated at the rate paid a Lieutenant. In the event of the vacancy, the position will be filled in order of seniority with a right of refusal by the most senior eligible member in the Floater position.

In the absence of the Chief of the Department, the Assistant Chief will assume the temporary responsibilities of the Chief of the Department. In the event that the Assistant Chief is unavailable to assume the temporary responsibilities of the Chief of the Department, the Chief will be allowed to offer the temporary responsibilities of Chief of the Department to the Battalion Chiefs within the Department by a seniority basis of the Battalion Chiefs.

In the case where a Battalion Chief assumes the temporary responsibilities of the Chief of the Department, the Battalion Chief will temporarily vacate his/her shift position as a Battalion Chief and will temporarily be assigned to the normal work hours of Monday through Friday, with Saturday and Sundays as off days. The Battalion Chief will be compensated at the Assistant Chief's rate of pay. In the event the Battalion Chief is required to be called back to duty for the responsibilities of the Chief outside the normal working hours, the Battalion Chief will be monetarily compensated at an overtime rate of pay of the Assistant Chief.

### **Section 3. Promotions**

A. In order for a member to seek promotion to a higher rank, the following promotional process will be utilized up until June 29, 2022.

1. The Town shall notify the members of the Department ninety (90) days prior to the date that the promotional process will start.

2. All members who wish to participate in the promotional process must have completed two years of service at the time of the promotional process.

3. In lieu of a written examination, all eligible participants will attend a “promotional training class” offered by the Town.

4. The parties shall agree on the instructor of the “promotional training class”. The parties shall also agree on the material and content of the class.

5. There shall be a minimum of two (2) separate dates in which the “promotional training class” will be held, with members having to attend one (1) of the class dates. The class dates will be scheduled so members will be off duty when they attend.

6. The Town will not pay members overtime to attend this “promotional training class”. All members must attend while they are off duty.

7. Members who complete the “promotional training class” will be placed on a “promotional list” by seniority in grade.

8. The “promotional list” will remain in effect for two (2) consecutive years from its establishment.

9. All promotions will be made by seniority in grade from the established “promotional list”.

10. Promotions within the Rescue Division will not be subject to the promotional process. The member need only to have completed one (1) year of employment and hold a current Emergency Medical Technician - Cardiac (EMT-C) license.

B. In order for a member to seek promotion to a higher rank, the following promotional process will be utilized beginning June 30, 2022.



The promotional testing process shall be administered and a promotional eligibility list shall be generated based on the following:

1. Test shall apply to promotions in the Fire Division only
2. Score of 60 required to pass the promotional test and be eligible for promotion, combination of test score and seniority points.
3. Once a score of 60 is achieved, promotion shall be by straight seniority.
4. Test shall be 100 questions, multiple choice.
5. Members shall be allowed four hours to complete test
6. There shall be no oral board.
7. There shall be no Chief points.
8. The questions shall be derived from the IFSTA Company Officer Book, most recent edition.
9. One test shall apply to be placed on promotional list and eligible for promotion to the next rank, regardless of rank.
10. The Chief of Department and the union shall select an independent, third party testing company.
11. The Chief of Department and the Union shall pick up, administer and submit back for correction the tests from said third party testing company, jointly.
12. All test shall be administered using a number ID system, no names shall be used in the testing process.
13. The Chief of Department and Union shall open and validate test scores and compile promotional list jointly
14. Members shall add seniority points to their test grade, seniority points shall be 1.5 points for each credited year of service at the time the test is administered.

15. The Department shall provide two (2) copies of the IFSTA Fire Company officer, most recent edition, to each station.
16. The Department shall provide the Training Division with five (5) copies of IFSTA Fire Company officer, most recent edition, for members to sign out for a two-week (2) period.
17. The Department shall provide four (4) fire officer classes that members can attend on their own time, with content relative to the IFSTA Fire Company Officer book. The instructor shall be agreed upon by the Chief and the Union. Said classes shall be scheduled at least six (6) months prior to the scheduled test.
18. Once the promotional list is generated, the promotional list shall be valid for a period of three (3) years.
19. All members who wish to participate in the promotional process must have completed two (2) years of service at the time the promotional process begins.
20. All promotions will be made by seniority in grade from the established "promotional list".
21. Promotions within the Rescue Division will not be subject to the promotional process. The member need only to have completed one (1) year of employment and hold a current Emergency Medical Technician - Cardiac (EMT-C) license.

## **ARTICLE V**

### **Section 1. Duties**

The duties of the members of the Johnston Fire Department shall be consistent with municipal, state and federal law. Without limiting the generality of the foregoing, the duties of the members of the Johnston Fire Department shall consist of: the protection of life and

property; the prevention, control and extinguishment of fire; the rendering of emergency medical services; the handling and containment of hazardous materials; the enforcement of all laws and regulations related to fire prevention and public health and safety; such other auxiliary and administrative functions as may be necessary or advisable for the public safety and welfare of the Town's citizens.

**Section 2. Details to Other Units**

Members of the Johnston Fire Department whose duties are as defined in Article V, Section 1, shall not be detailed to other Town Departments. The detail from one (1) unit to another within the Fire Department shall be the responsibility of the Chief of the Department (subject to the provisions of the Collective Bargaining Agreement).

**Section 3. Subcontracting and Privatizing**

There shall be no contracting out or privatizing of any services currently being performed by bargaining unit employees.

**Section 4. Fire Department Apparatus**

The fire department apparatus cannot be used for personal business and/or personal errands.

The fire apparatus will be allowed to be used by fire department personnel to access food and necessities from markets, restaurants, and other merchants to adequately sustain living conditions within the department.

The fire department apparatus will be allowed to access other necessities and material that are needed for the department and also execute errands for the department with the approval of the on duty Battalion Chief.

## ARTICLE VI

### Section 1. Hours

A. The regular work schedule for members of the firefighting unit, rescue and fire alarm operators' unit shall be two (2) ten-hour days on, two (2) fourteen-hour nights on, and four (4) days off. The work week shall be forty-two (42) hours per week.

B. The regular work week for members of the Fire Prevention Bureau, Emergency Medical Services (EMS) Coordinator, Superintendent of Fire Alarm, Training Division, shall be forty-two (42) hours per week to be worked in four (4) days, Monday through Thursday, or Tuesday through Friday, in such a manner as may be agreed upon by the Chief, the member and Local 1950.

### Section 2. Substitutions

Members of the Department shall be permitted to substitute with members of equal rank within the Department and with members they are eligible to work for. Members shall be permitted to substitute with officers or acting officers if eligible. No substitution shall be permitted when Departmental emergency conditions exist. All requests for substitution shall be made on forms supplied by the Department. No substitution shall be arbitrarily denied without just cause. Substitutions must receive the permission of the Assistant Chief, Battalion Chief, Acting Battalion Chief or the Chief of the Department.

### Section 3. Overtime

All hours worked in excess of the scheduled workday, or in excess of forty-two (42) hours per week shall be compensated for hours worked in excess of their normal work week at an overtime rate of pay as hereinafter set forth.

The hourly rate of overtime shall equal one and one-half (1½) times the employee's hourly rate based upon his salary divided by number of hours of his normal work week.

Overtime will be paid on the pay day following the week in which the overtime was worked. In order for an employee covered by this Agreement to be entitled to overtime pay for an hour, said employee must work fifteen (15) minutes or more. In the event that the overtime is less than fifteen (15) minutes, there shall be no overtime compensation for such period of time, which is less than fifteen (15) minutes.

#### **Section 4. Call Back Pay**

Employees covered by this Agreement who are called back to duty for more than fifteen (15) minutes during emergencies shall be compensated for at least four (4) hours at the overtime rate set forth in Article VI, Section 3, hereof.

#### **Section 5. Call Back Assignments**

Call back assignment for overtime vacancy coverage in the Fire Fighters' Unit, Rescue Unit, and Fire Alarm Operators shall only be offered to and worked by members of the Department who are assigned to one (1) of the four (4) platoons and whose regular work schedule is listed in Article VI, Section 1 (Hours), Sub-Section A, of the Collective Bargaining Agreement.

The Department shall call back members of the Johnston Fire Department based on seniority on a rotating basis.

#### **Section 6. Parades and Other Details**

No employee covered by the terms of this Agreement shall be compelled to parade or to attend any function, civic or otherwise, unless he/she shall be paid for the same or voluntarily agrees to attend.

#### **Section 7. Non-Civic Details**

A. In any case where an employee covered by this Agreement is assigned to a special duty of a private nature for an employer other than the Town, said employee shall be paid the

detail pay hereinafter set forth by the individual, corporation or organization for whom said employee is working before or at the end of the detail period. The Town shall reserve the right to pay the "detail pay" to the members through the next scheduled pay roll following the said detail.

B. The Town agrees that personnel will be assigned to all non-civic details.

C. All employees covered by this Agreement who are assigned to a special duty of a private nature for an employer other than the Town, shall be compensated forty five (\$45.00) dollars per hour and shall be guaranteed at least a minimum of four (4) hours' pay. When members are assigned to a special duty detail on a holiday, they shall be compensated ninety (\$90.00) dollars per hour and shall be guaranteed at least a minimum of four (4) hours' pay. Holidays for this provision shall be considered New Year's Day, Easter, July 4, Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. The Town may charge a fifteen (15%) percent administrative fee to the third party to whom this service is provided.

D. Whenever an employee of the Johnston Fire Department who has been assigned to a private or special detail is injured in the course of such detail, he/she shall be compensated by said Town for all medical and hospital expenses, etc., and the regular rate of pay is to be continued during the period of incapacity as provided by Section 45-19-1 of the General Laws of the State of Rhode Island, 1956, as amended.

E. The Chief of the Department shall assign members of the Johnston Fire Department to all details and special assignments on the basis of seniority on a rotating basis.

## ARTICLE VII

### Section 1. Fiscal Year

The fiscal year shall commence on July 1 and end on June 30. Any employee having more than twenty (20) working days' vacation shall be able to split the time, if he/she desires. Any employee who resigns or retires during the fiscal year shall be entitled to a vacation pay in

accordance with the schedule contained herein. In the event an employee dies during any fiscal year prior to his/her taking a vacation, the amount of his/her vacation entitlement shall be paid to his/her widow, children or his/her estate as stipulated by his/her Last Will and Testament or, in the absence of a will, in accordance with state law or court order.

## **Section 2. Vacations**

Entitlement to a number of days of vacation during each fiscal year shall be as follows and the member may take one-half (1/2) day vacation upon request.

- (a) Less than six (6) months of service entitled to one (1) working day.
- (b) Six (6) months to one (1) year of service, entitled to five (5) working days.
- (c) More than one (1) year but less than five (5) years, entitled to twelve (12) working days.
- (d) More than five (5) years but less than ten (10) years, entitled to fourteen (14) working days.
- (e) More than ten (10) years but less than fifteen (15) years, entitled to twenty (20) working days.
- (f) More than fifteen (15) years but less than twenty (20) years, entitled to twenty-six (26) working days.
- (g) More than twenty (20) years or over of service, entitled to thirty-two (32) working days.
- (h) After service of ten (10) years or more, the member shall receive one (1) day per year not to exceed the maximum pursuant to this section.
- (i) Any employee who is on sick leave or injured-on-duty leave or is in the hospital during the time he/she is scheduled to be on vacation, the Town agrees that such employee shall not be on vacation leave for that time and will be allowed to take that vacation leave at a later date in the fiscal year, or if need be, in the next fiscal year.
- (j) There shall be allowed no more than four (4) fire fighters on vacation on each platoon at all times, unless otherwise allowed by the Chief.

Beginning July 1, 2017, Members of the Department, upon retirement, death or termination, shall be allowed to accrue up to a maximum of sixty-four (64) vacation days for inclusion in their severance payment. Upon retirement, death or termination shall be allowed to accrue up to a maximum of six (6) personal days for inclusion in their severance payment.

**Section 3. Paid Holidays**

The following holidays shall be paid for all members of the Department:

New Year's Day  
Martin Luther King Day  
President's Day  
Easter Sunday  
Memorial Day  
Independence Day  
Rhode Island Independence Day  
V-J Day  
Labor Day  
Columbus Day  
Armistice Day (Veteran's Day)  
Thanksgiving Day  
Christmas Day  
Fire Fighter Memorial Day  
Member's Birthday

Any employee substituting at a higher rank shall be paid at such higher rank for any holiday occurring during the period that said employee is serving at such higher rank.

Holiday pay rate per day shall be determined by the employee's daily rate of pay, (one fifth [1/5<sup>th</sup>] of the employee's weekly salary) multiplied by 1.25. Each employee shall be paid for the holiday over and above his/her weekly salary whether he/she works the holiday or not.

The Town agrees that compensation for the member's fifteen (15) paid holidays shall be made on or before December 1 of each year.

**ARTICLE VIII**

**Section 1. Clothing Allowance**

The Town agrees to pay each member the sum of nine hundred (\$900.00) dollars annually for the replacement of necessary uniforms on or before December 1 of each year.

**Section 2. Maintenance Allowance**

The Town agrees to pay each member the sum of nine hundred (\$900.00) dollars annually for the maintenance and upkeep of the uniform on or before June 1 of each year.



**Section 3. Protective Gear**

The Town agrees to furnish all protective gear specified by current NFPA standards and shall reissue, as soon as practicable, similar protective gear when, upon inspection, such protective gear is destroyed or mutilated in the line of duty and upon the surrender by the employee of said protective gear.

**Section 4. Change in Work Uniform**

Upon any change in color, style or type of fabric of the work uniform during the contract year, the Town shall provide three (3) complete sets of uniforms. Management reserves the right to add and implement the use of additional, optional uniform accessories and uniforms, after conferring with the Union, the cost of which shall be borne by the Town.

**Section 5. Class A Dress Uniform**

All members of the Johnston Fire Department hired after July 1, 2003, shall be required to have a Department prescribed Class A Dress Uniform. The Chief of Department can require a Class A Dress Uniform for indoor details based on the type of said detail. For all types of fire watches (indoor and outdoor), and all outside details, the prescribed uniform shall be the Department's station uniform.

**ARTICLE IX**

**Section 1. Sick Leave, Amount of**

Sick leave shall be granted at the rate of twenty (20) working days per year accumulative to two hundred (200) working days provided, however, that members with ten (10) years of service or more within the Department shall be granted up to an additional two hundred (200) working days' sick leave if the sickness is of such nature as to require a prolonged period of treatment and recuperation. During the month of July in each year, the Town of Johnston shall

cause to be published and dispatched to the members of the Fire Department their present entitlement under this clause.

Days of absence due to injuries and/or illness contracted outside the line of duty shall be subtracted from the employee's sick leave as hereinbefore specified. Days of absence due to injuries/illness contracted in the line of duty shall not be subtracted from the employee's days of sick leave hereinbefore specified.

Employees who suffer an emergency long-term, non-occupational injury or illness who do not have any accrued sick leave, the Town shall allow that individual members of the Department may on a voluntary basis donate unused sick leave to the affected fire fighter. The members donating sick leave will have their sick leave accrual debited. These donated sick leave days will cover any gaps created by a lack of accrued sick leave of the affected fire fighter.

## **Section 2. Sick Leave**

Sick leave for members of the Fire Department shall be granted for the following defined reasons:

A. Personal illness or physical incapacity, not voluntarily caused to such an extent as to be rendered thereby unable to perform the duties of his present position or of some other position in the Department.

B. Attendance upon members of the family within the household of the employees whose illness requires the care of such employee for a period not to exceed twenty-four (24) hours (employees can be required to sign an affidavit stating that there is no way possible to make other arrangements).

C. When a member of the Department calls in or otherwise indicates that he/she will be out sick, the Chief of the Department shall have the absolute right to verify that member's illness or sickness by any means including, but not limited to, the right to insist upon an

examination by a physician selected by the Chief or a visit to the member's home by the Chief or any designee he/she may appoint.

When in the opinion of a physician so appointed the member is adjudged not to be sick, the Chief shall have the right to immediately take disciplinary action against said member for each infraction. The opinion of the appointed physician shall be final and binding in these circumstances, except that this opinion shall be subject to the grievance procedure.

D. Any member who uses less than ten (10) sick days in a fiscal year will be compensated one (1) day's pay according to his/her rank on or before July 7 of each year. Any member who uses less than six (6) days in a fiscal year will be compensated with three (3) days' pay according to his/her rank on or before July 7 of each year. A day's pay for this provision shall be determined by multiplying the member's daily rate of pay, as outlined in Article XII, Section 1, by 1.05, which shall equal and constitute the member's daily rate of pay for this provision.

### **Section 3. Additional Leave Not To Be Deducted From Sick Leave**

In the event of enforced quarantine, established and declared by the Department of Health or qualified physician, the period of such quarantine only shall not be deducted from sick leave.

### **Section 4. Bereavement Leave**

A. In case of the death of a mother, father, wife/husband, child, brother, sister or grandparents, or of the employee's wife/husband immediate family as defined above, each employee covered by this Agreement 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 except in cases where unusual travel distances exist such period shall be extended for three (3) days, and provided further, that in cases of employees of the Jewish faith said leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the day of burial.

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 not more than one (1) day to permit attendance at the funeral of said person, if the leave is first approved by the Chief of the Department. (Affidavit may be required.)

#### **Section 5. Personal Days**

Each employee may be allowed three (3) days for personal needs not be deducted from sick leave. The three (3) personal days shall be at the employee's discretion provided, however, there shall only be no more than four (4) employees on annual or personal leave at any one time.

#### **Section 6. Military Leave**

In order to ensure that the needs of our nation's military reserve force are met to better protect and serve our citizens, Local 1950 and the Town of Johnston, Rhode Island, agree that fire fighters in the Johnston Fire Department who are members of the military reserve shall be allowed to be absent for up to, but not to exceed fifteen (15) days of scheduled day or night tours of duty without loss of pay, or need to make up said work time for drills and two (2) weeks' annual Active Duty Reserve Training Time.

Members of the Department who are members of the military reserves shall be entitled to the following if they are recalled to active duty status by the military:

The member shall be entitled to his/her salary from the Department for a period of thirty (30) days commencing from the time of the military activation. The member shall be entitled after the above-stated thirty (30) days to the salary difference, if any, of what his/her base salary within the Department is and the base salary that he/she will receive by the military.

The member shall be entitled to all other benefits and compensation provided for under the Collective Bargaining Agreement. The member will also accrue all seniority, benefits, and pension benefits during the military activation period.

**Section 7. Maternity Leave**

Maternity leave may be taken for a period of time not to exceed twelve (12) weeks which may be taken before or after the expected birth of a child. The time of such leave shall not exceed a member's accrued sick leave and shall be deducted from the accrual of sick leave. Leave under this section shall run concurrently with the Family Medical Leave Act (FMLA) and/or Rhode Island Family Medical Leave Act (RIFMLA) leave.

**Section 8. Severance Pay**

Severance pay will be paid to members upon retirement, death or termination, as follows: For severance pay purposes, he/she will be credited with the total amount of his/her accumulated and unused days of leave of absence and sick leave accrual (as outlined below), and for each day of such credited time, he/she shall receive one (1) day's pay at the time of retirement, death or termination. A day's pay for this provision shall be determined by multiplying the member's daily rate of pay, as outlined in Article XII, Section 1, by 1.1, which shall equal and constitute the member's daily rate of pay for this provision. In the case of death of an employee, his/her entitlement shall be paid to his/her widow or his/her estate.

Any employee, upon retirement, death or termination who has sick leave accrual of up to one hundred eighty (180) days shall receive a maximum of up to one hundred eighty (180) days' pay.

Any employee, upon retirement, death or termination who has unused vacation leave of up to sixty four (64) vacation leave days shall receive a maximum of up to sixty four (64) days' pay.

Any employee, upon retirement, death or termination who has unused personal leave of up to six (6) personal leave days shall receive a maximum of up to six (6) days' pay.

The Town agrees that "severance pay" is considered accrued earning for said employees.

The Town agrees that employees "severance pay" that is disbursed to the employee by the Town upon the retirement of the employee will be reported to the employee and the United States Internal Revenue Service by utilizing a W2 Form.

## **ARTICLE X**

### **Section 1. Injuries and Illness**

Members of the Fire Department, active and retired, who are or have been injured or contract illness in the line of duty, shall receive all the benefits as provided for in the General Laws of the State of Rhode Island, Section 45.19.1, and all other applicable statutes of the State of Rhode Island.

### **Section 2. Medical Care for Injuries or Illness in the Line of Duty**

Medical care for those injured or who contract illness in the line of duty shall be as follows:

A. 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 in the State of Rhode Island and the surrounding area and a physician from the staff of that hospital. The choice shall be made by the employee or if his/her condition prevents him/her from making his/her choice, the choice shall be made by his/her nearest relative who may be available at the time, or in the case of an emergency, by a resident physician at the hospital. The physician so selected shall be the injured member's private physician.

B. In other cases of injury/illness in the line of duty, which do not require hospitalization, the employee shall have the right to a specialist of his own choice from the staff of a hospital in the State of Rhode Island and the surrounding area for initial treatment at the hospital and for subsequent treatment at the selected physician's office. However, the Town hereby reserves the right to have said employee examined by the Town physician to determine

the severity of the injury or sickness and, in the case of disagreement between the two (2) physicians, a third physician selected by agreement of both parties shall determine of the issue.

C. 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.

D. When the employee has suffered a minor injury in the line of duty, which does not require the care of a physician, and has been treated by a member of the Department or a rescue squad, a report on the injury and treatment shall be made to the Chief of the Department or his/her Designee and become a part of the record of the Department.

Any subsequent worsening of the injury or of the immediate area of the injury which prevents the employee from performing his/her normal duties and functions as a fire fighter shall entitle the individual to the benefits of this article.

E. When a member has suffered an injury/illness in the line of duty and subsequently claims a recurrence of that injury, he/she shall be examined by the Department physician, if the Department so desires. If the Department physician finds that the present condition is not related to the previous injury/illness, the member then shall be entitled to be examined by the physician who attended him/her for the original injury or by the member's treating physician. If the opinion of the member's physician is in conflict with that of the Department physician as to whether or not the member's condition is a recurrence of a previous injury/illness in the line of duty, then a third physician mutually agreed to by the Department physician and the member's physician, so selected, shall be conclusive on the parties. If it is finally determined that said injury/illness is a recurrence of the previous injury/illness in the line of duty, the Department shall be responsible for payment of the member's medical expenses.

**Section 3. Immunization and Medical Examination**

A. The Town agrees to pay all expenses for inoculation or immunization shots for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious disease where said employee has been exposed to said disease in the line of duty.

B. A member shall have a typical and reasonable medical and respiratory examination every year on his individual request. The examination shall be arranged by the Town and shall be at the Town's expense.

**Section 4. Light Duty/Alternate Duty**

A. Light duty or alternate duty is defined as fire department related work assignments other than those that require the use of excessive physical exertion and the prevention, control and extinguishment of fire, the rendering of emergency services, hazardous material emergencies or other auxiliary functions. Those employees who remain away from their regular employment as a fire fighter, for the reason that physical exertion of the above-mentioned duties may be detrimental to the full recovery, shall be allowed to return to work under the following conditions:

B. A recommendation in writing from the treating physician that such employee is cleared to assume light duty work and assignments. Notwithstanding the employee's physician's recommendation, the Town reserves the right to have said employee examined at any time to determine whether said employee is fit to return to light duty. In the event that the opinions of the Town's physician and the employee's physician differ, the two (2) physicians shall select a third physician to conduct an examination and render an opinion as to the fitness of the employee to return to light duty. The recommendation of the third physician shall be binding on the parties.



C. The employee placed on light duty or alternate duty will not be counted as part of the minimum staffing provisions of this Agreement.

D. All employees who are medically cleared to return to light duty shall not be excluded from light duty positions.

E. The light duty work schedule shall be consistent with administrative work hours, i.e. forty-two (42) hours per week, Monday through Friday, during normal business hours. The parties may alter the above schedule with the consent of the Town, the employee and Local 1950.

F. Employees on light duty shall be allowed to keep any scheduled doctor's appointments, therapy, tests and other necessary appointments related to the injury or illness during his/her scheduled hours of work on light duty without having to make up time devoted to such appointments.

G. The employee on light duty or alternate duty will continue to receive salary and benefits in accordance with the terms of this Agreement, which shall not be less than what is provided for by this Agreement based upon the employee's ranks, years of service, certification and marital status.

#### **Section 5. Death in Line of Duty**

The Town shall provide a two hundred fifty thousand (\$250,000.00) dollar death benefit to the named beneficiary of the deceased or the next of kin for any member killed in the line of duty.

#### **Section 6. Life Insurance**

All employees covered by this Agreement shall be entitled to receive fully paid life insurance in the amount of seventy-five thousand (\$75,000.00) dollars.

## ARTICLE XI

### Section 1. Rules and Regulations

Local 1950 shall be permitted to make suggestions regarding departmental Rules and Regulations. Such suggestions shall be submitted in writing to the Chief of the Department and a copy thereof transmitted to the Mayor.

## ARTICLE XII

### Section 1. Salaries

Commencing July 1, 2017 to June 30, 2022, salaries for members of the Johnston Fire Department shall be as follows:

#### July 1, 2017 to June 30, 2018

	<u>Bi-Weekly Salary</u>	<u>Daily Pay (1/5<sup>th</sup> of salary)</u>	<u>Hourly Rate</u>	<u>Overtime Hourly Rate</u>
Assistant Chief	\$2,731.08	\$273.11	\$32.51	\$48.77
Battalion Chief	\$2,597.87	\$259.79	\$30.93	\$46.39
Captain	\$2,376.63	\$237.66	\$28.29	\$42.44
Lieutenant	\$2,273.80	\$227.38	\$27.07	\$40.60
Fire Fighter Grade 1 After completion of 6 <sup>th</sup> year of service	\$2,146.51	\$214.65	\$25.55	\$38.33
Fire Fighter Grade 2 After completion of 4 <sup>th</sup> year of service	\$2,081.16	\$208.12	\$24.78	\$37.16
Fire Fighter Grade 3 After completion of 2 <sup>nd</sup> year of Service	\$2,015.04	\$201.50	\$23.99	\$35.98
Fire Fighter Grade 4 Upon appointment to service	\$1,948.90	\$194.89	\$23.20	\$34.80

**July 1, 2018 to June 30, 2019**

	<u>Bi-Weekly Salary</u>	<u>Daily Pay (1/5<sup>th</sup> of salary)</u>	<u>Hourly Rate</u>	<u>Overtime Hourly Rate</u>
Assistant Chief	\$2,813.01	\$281.30	\$33.49	\$50.23
Battalion Chief	\$2,675.81	\$267.58	\$31.85	\$47.78
Captain	\$2,447.93	\$244.79	\$29.14	\$43.71
Lieutenant	\$2,342.01	\$234.20	\$27.88	\$41.82
Fire Fighter Grade 1 After completion of 6 <sup>th</sup> year of service	\$2,210.91	\$221.09	\$26.32	\$39.48
Fire Fighter Grade 2 After completion of 4 <sup>th</sup> year of service	\$2,143.59	\$214.36	\$25.52	\$38.28
Fire Fighter Grade 3 After completion of 2 <sup>nd</sup> year of Service	\$2,075.49	\$207.55	\$24.71	\$37.06
Fire Fighter Grade 4 Upon appointment to service	\$2,007.37	\$200.74	\$23.90	\$35.85

**July 1, 2019 to June 30, 2020**

	<u>Bi-Weekly Salary</u>	<u>Daily Pay (1/5<sup>th</sup> of salary)</u>	<u>Hourly Rate</u>	<u>Overtime Hourly Rate</u>
Assistant Chief	\$2,897.40	\$289.74	\$34.49	\$51.74
Battalion Chief	\$2,756.08	\$275.61	\$32.81	\$49.22
Captain	\$2,521.37	\$252.14	\$30.02	\$45.02
Lieutenant	\$2,412.27	\$241.23	\$28.72	\$43.08
Fire Fighter Grade 1 After completion of 6 <sup>th</sup> year of service	\$2,277.24	\$227.72	\$27.11	\$40.67
Fire Fighter Grade 2 After completion of 4 <sup>th</sup> year of service	\$2,207.90	\$220.79	\$26.28	\$39.43
Fire Fighter Grade 3 After completion of 2 <sup>nd</sup> year of Service	\$2,137.75	\$213.78	\$25.45	\$38.17
Fire Fighter Grade 4 Upon appointment to service	\$2,067.59	\$206.76	\$24.61	\$36.92

**July 1, 2020 to June 30, 2021**

	<u>Bi-Weekly Salary</u>	<u>Daily Pay (1/5<sup>th</sup> of salary)</u>	<u>Hourly Rate</u>	<u>Overtime Hourly Rate</u>
Assistant Chief	\$2,948.10	\$294.81	\$35.10	\$52.64
Battalion Chief	\$2,804.31	\$280.43	\$33.38	\$50.08
Captain	\$2,565.49	\$256.55	\$30.54	\$45.81
Lieutenant	\$2,454.48	\$245.45	\$29.22	\$43.83
Fire Fighter Grade 1 After completion of 6 <sup>th</sup> year of service	\$2,317.10	\$231.71	\$27.58	\$41.38
Fire Fighter Grade 2 After completion of 4 <sup>th</sup> year of service	\$2,246.54	\$224.65	\$26.74	\$40.12
Fire Fighter Grade 3 After completion of 2 <sup>nd</sup> year of Service	\$2,175.16	\$217.52	\$25.89	\$38.84
Fire Fighter Grade 4 Upon appointment to service	\$2,103.77	\$210.38	\$25.04	\$37.57

**July 1, 2021 to June 30, 2022**

	<u>Bi-Weekly Salary</u>	<u>Daily Pay (1/5<sup>th</sup> of salary)</u>	<u>Hourly Rate</u>	<u>Overtime Hourly Rate</u>
Assistant Chief	\$2,999.69	\$299.97	\$35.71	\$53.57
Battalion Chief	\$2,853.39	\$285.34	\$33.97	\$50.95
Captain	\$2,610.39	\$261.04	\$31.08	\$46.61
Lieutenant	\$2,497.43	\$249.74	\$29.73	\$44.60
Fire Fighter Grade 1 After completion of 6 <sup>th</sup> year of service	\$2,357.65	\$235.77	\$28.07	\$42.10
Fire Fighter Grade 2 After completion of 4 <sup>th</sup> year of service	\$2,285.85	\$228.59	\$27.21	\$40.82
Fire Fighter Grade 3 After completion of 2 <sup>nd</sup> year of Service	\$2,213.23	\$221.32	\$26.35	\$39.52
Fire Fighter Grade 4 Upon appointment to service	\$2,140.59	\$214.06	\$25.48	\$38.22

Bi-weekly pay shall be on Thursdays. In the event of a Thursday holiday, employees shall be paid on the Wednesday of that week.

**Section 2. Salaries and Special Service Division**

Any member of the Johnston Fire Department who bids a Special Service Division, Fire Prevention, Division of Training, Emergency Medical Services (EMS) Coordinator and Superintendent of Fire Alarm, shall receive a salary one (1) rank higher than his/her present rank unless he/she has attained the rank of Battalion Chief. In such event, he/she shall receive the salary of Battalion Chief. Members who bid Special Division position of Chief Dispatcher will receive salary at one (1) rank higher than his/her present rank unless he/she has attained the rank of Battalion Chief. In such event, he/she shall receive the salary of Battalion Chief.

Members who are in a position whose rate of pay is one (1) rank above their present and actual rank shall not be considered to have that rank, be addressed at that rank, use the title of that rank, or wear an insignia, badges, pins, etc., of that rank. They will be recognized for the rank higher in pay for monetary purposes only.

**Section 3. Longevity**

For purposes of this article, gross income is defined as base salary, holiday pay and Hazardous Material Certification stipend. Longevity for members of the Johnston Fire Department shall be payable on each member's anniversary date as follows:

After 5 years of service	Six and one-half (6.5%) percent of gross income
10 years of service	Eight and one-half (8.5%) percent of gross income.
15 years of service	Ten and one-half (10.5%) percent of gross income.
20 years of service	Twelve and one-half (12.5%) percent of gross income.
25 years of service	Fourteen and one-half (14.5%) percent of gross income.

**Section 4. Longevity Payment Upon Retirement**

Effective July 1, 1987, all employees who retire after twenty (20) years of service on the Johnston Fire Department shall receive a longevity payment of five and one-half (5 ½) percent of their annual salary at the time of retirement. Such longevity payment shall be paid beginning with the first anniversary following the first year of retirement, and shall continue each anniversary date thereafter.

**Section 5. Meritorious Service**

The Chief of the Department may, in his/her discretion, give two (2) weeks' vacation with pay for a member of the Johnston Fire Department for meritorious service.

**ARTICLE XIII**

**Section 1. Medical Insurance**

The Town agrees to provide health insurance for all employees covered by this Agreement under the conditions, which follow:

A. All employees shall be entitled to individual or family coverage. Effective July 1, 2014 the healthcare plan for all active members of the department shall be a Health Savings Account (hereinafter referred to as HSA) with a fiscal year deductible of \$1,500.00 for individual coverage and \$3,000.00 for family coverage, said deductibles shall be paid by the member. The Town shall provide a HSA healthcare plan which shall have a benefit level, service level and network level no less than the healthcare plan in effect at the execution of this contract. The Monetary amounts of the above-cited deductibles shall be paid in the following manner:

1. The Town agrees to advance the monetary amounts of the said deductibles (\$1,500.00 for individual or \$3,000.00 for family) to a prepaid credit/debit card that shall be issued to each member. Each member shall utilize said credit/debit card for medical payments at points of service to satisfy said deductible of the HSA plan.

2. Members of the department through payroll deduction shall pay the above-cited monetary amounts of said deductibles, advanced to the members by the Town, back to the Town. The said amount of deductible shall be equally divided by the total number of pay periods within the year and shall be withheld prior to payroll taxes being withheld.

3. On or before June 15<sup>th</sup> of each year members of the department shall indicate to the Town as to the monetary amount to advance by the Town onto the prepaid credit/debit card for each member to equal the amount needed to satisfy said deductible (\$1,500.00 for individual and \$3,000.00 for family). The Town and the Union acknowledge and agree that the monetary amount needed to be advanced by the Town to each member can vary in amounts, due to the usage and debiting from each members account during the fiscal year. (Example – Employee A with a family plan started the year with \$3,000.00 advanced by the Town to the credit/debit card. The Town withheld \$115.38 for each of the twenty six (26) pay periods in the fiscal year. Employee A used only \$2,000.00 of the deductible for the prior fiscal year and therefore has a \$1,000.00 balance. On or before June 15<sup>th</sup> Employee A notifies the Town to advance only \$2,000.00 to the credit/debit card for the upcoming fiscal year to meet Employee A's required \$3,000.00 deductible for the upcoming fiscal year. The Town would then withhold \$76.92 for each of the twenty-six (26) pay periods for the upcoming fiscal year. Etc.)

4. Any and all costs associated with the administration of said credit/debit card shall be borne by the Town.

5. The Town agrees to provide all members and their family members, if applicable, with credit/debit cards at no cost to said members.

6. Any charges associated with replacing the credit/debit card to members due to loss or theft of the card shall be borne by the member.

There shall be no premium co-share of the above-cited HSA plan to be contributed by the member toward the cost of the HSA plan. The cost to members for the HSA plan shall only be the above-cited deductibles.

Members who sustain an occupational injury/illness shall be covered for any and all medical care, including but not limited to prescription drugs through a special medical rider that shall be provided for through the Town at no cost to the member nor the above-cited HSA plan.

B. Employees with double coverage of medical healthcare and/or dental care may elect, after written notice to the Department, to receive fifty (50%) percent of the Town's cost for these medical insurance premiums in a cash payment on or about June 30 of each year. The cash payment for employees requesting cash payment shall be fifty (50%) percent of the working rate of the premium not to exceed five hundred (\$500.00) dollars for the said dental plan and not to exceed seven thousand five hundred (\$7,500.00) dollars for the said health plan. The election by the employees shall be renewed in writing in June of each year. Employees who elect to receive the cash payment and have a change of circumstance (i.e. loss of spouse's job, etc.) may be reinstated into these medical and dental insurance programs upon written request to the Department without a break in coverage. The cash payment to employees shall be based on the number of completed months (prorated) in each contract year.

**Section 2. Dental Plan**

The Town shall provide dental care Individual or Family plan coverage and also including a Student Rider to age 26 for dependents.

The Town shall provide a dental care benefit level, service level, and network level no less than the dental care plan in effect at the time of the execution of this contract. Effective July 1, 2019 the plan benefit level shall increase to \$1,500.00 per benefit year. Effective June 30, 2022 the plan benefit level shall increase to \$1,800.00 per benefit year.



The Town shall allow employees who retire to be placed under the Group Plan for dental care coverage Individual or Family; such cost for the Plan shall be paid by the retiree.

**Section 3. Prescription Drug Plan**

The Town shall provide a prescription drug plan Family or Individual, as needed. The Town shall provide a prescription drug plan benefit level, service level, and network level no less than the prescription drug plan in effect at the time of the execution of this contract.

**ARTICLE XIV**

**Section 1. Grievance Procedure**

Alleged grievances of the members of the Fire Department or the Union executive committee with respect to wages, rates of pay or other terms and conditions of employment arising under this Agreement or in connection with the interpretation thereof shall be handled in accordance with the following grievance procedure:

A. Any individual having a grievance shall present his/her grievance to his/her immediate superior, either personally or through his/her Union steward. Every effort shall be made to resolve grievances on their level before resorting to formal procedures. A grievance remaining unresolved after the foregoing procedure shall be referred to the Officer in charge or Assistant Chief, who shall make a serious and sincere attempt to settle the complaint.

If the Union executive committee has a grievance, it shall present its grievance in writing directly to the Chief of the Department. Every effort shall be made to resolve said grievance on this level before resorting to formal procedures.

B. If the procedures laid down heretofore fail to resolve the grievances, the individual shall, in writing, bring it to the attention of the executive committee of Local 1950. Said executive committee shall, within five (5) days of the receipt of said grievances, arrange for the individual to present his/her alleged grievance at a meeting of the majority of the executive

committee. It shall be the responsibility of the executive committee to determine the justification of the complaint. If, in the judgment of the executive committee, the nature of the grievance justifies further action, it shall, through the President, Vice President, or the President's appointee of Local 1950 carry the grievance to the Chief of the Fire Department.

C. The Chief of the Fire Department shall meet with the President or Vice President of Local 1950, or the President's appointee, within ten (10) days of the receipt of request from said officer of Local 1950. Within ten (10) days (unless otherwise agreed upon) of the first meeting between the Chief of the Fire Department and the President or Vice President of Local 1950, the Chief shall render his/her decision in writing, a copy of same to be delivered to the President of Local 1950.

D. If an agreement cannot be reached via this method, then the President, Vice President and Executive Board of Local 1950 may file for arbitration in accordance with the Arbitration Rules of the American Arbitration Association. The decision made by the arbitrator shall be final and binding upon the grievant, the Union and the Town, and the fees shall be borne equally by the parties.

## ARTICLE XV

### Section 1. No Strike Clause

In consideration of the right of employees covered by this Agreement to a resolution of disputed questions under the grievance and arbitration procedure, set forth in Article XIV, thereof, Local 1950, International Association of Fire Fighters, AFL-CIO, for itself and for all employees covered by this Agreement hereby agrees that no employees covered by this Agreement shall have any right to engage in any work stoppage, slow down or strike. If such activity shall take place, the Town will immediately notify such employees so engaging in such

unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slow down, or strike is illegal and unauthorized.

## ARTICLE XVI

### Section 1. Tuition Reimbursement

The Town agrees that it will pay for courses, books and supplies required by the instructor/teacher for any and all courses, which they take related to public safety. The Town will pay directly to the colleges and/or universities the cost of the courses, books and supplies. If the colleges and/or universities do not accept third party billing and payment than the Town will reimburse the fire fighter directly. Any fire fighter who elects to take any course must receive approval for the course from the Fire Chief or the Chief's designee prior to enrollment in the course. Such approval shall not be unreasonably withheld. Failure to acquire approval for the course prior to enrollment will result in non-payment for the course by the Town. Any fire fighter who fails the above-mentioned courses or fails to complete the above-mentioned courses shall reimburse the Town for all costs of the particular course.

### Section 2. Emergency Medical Technician Cardiac (EMT-C) Training

A. The Town will post a one time sign-up list for all fire fighters who are not currently EMT-C and wish to obtain an EMT-C license and have been hired prior to July 1, 1995.

B. The Town will send a maximum of two (2) fire fighters per class twice a year for a maximum of four (4) fire fighters per year. Fire fighters will be sent by seniority order. The Town will bear all cost for the class and compensate each fire fighter for time spent attending the class.

C. In the event a fire fighter does not finish the class and/or obtain the EMT-C license, the Fire Fighter shall either re-take the EMT-C training and obtain the license at the fire fighter's own expense or reimburse the Town the cost of tuition for the course and the monetary amount

paid to that fire fighter for attending the course. If a fire fighter wishes to retire before he/she completes the course and obtain the EMT-C license, the fire fighter must reimburse the Town the cost of tuition and the monetary amount paid to that fire fighter. The fire fighter will sign an agreement agreeing to this mentioned section upon entering the EMT-C class.

D. In the event a fire fighter signs up the for EMT-C training and he/she wishes to decline attending the class when it becomes available to him/her, he/she will be allowed to do so as long as no costs have been incurred by the Town.

E. After the one-time sign-up list for EMT-C training has been exhausted, this Agreement will no longer be in effect.

## ARTICLE XVII

### Section 1. Minimum Staffing

A. General – There shall be no less than eighty-eight (88) members and a Chief of the Department for a total of eighty-nine (89) members of the Fire Department.

This provision will be in accordance with Article I, Section 1.

The minimum staffing on each platoon within the Department for each tour of duty will be twenty (21) fire fighters.

The Town shall have the right to deploy manpower to best protect the lives and property of citizens provided, however, that such deployment does not conflict with the Collective Bargaining Agreement.

B. There shall be a minimum of:

Twenty-one (21) fire fighters on duty at all times at Station 1, Station 2, Station 3 (Headquarters) and Station 4, with the following fire fighters' table of organization per shift.

Station 1

Two (2) fire fighters on Rescue 1

Three (3) fire fighters on Engine 1

Station 2

Three (3) fire fighters on Engine 2

Station 3 (Headquarters)

Two (2) fire fighters on Rescue 3

Three (3) fire fighters on Engine 3

Two (2) fire fighters on Ladder 1

One (1) fire fighter as Battalion Chief

One (1) fire fighter as Dispatcher

Station 4

Two (2) fire fighters on Rescue 2

Two (2) fire fighters on Engine 4

C. The Town shall staff a Special Service/Air Supply Unit as needed for its operational function. The Special Service/Air Supply Unit shall be stationed and staffed when needed as follows;

1. The Special Service/Air Supply Unit will be stationed and assigned with any in-service engine company that has a minimum of three (3) fire fighters per the Collective Bargaining Agreement.

2. The Special Service/Air Supply Unit will respond along with the engine company it is assigned to by utilizing the personnel from the "back step" position to drive said vehicle when it is specifically needed at the incident but only after it has been requested by the on-duty Battalion Chief in charge.

3. When the Special Service/Air Supply Unit is in operation at an incident, two (2) fire fighters will be called back to duty immediately as a “detail” to operate the Special Service/Air Supply Unit.

4. When the Special Service/Air Supply Unit is requested to respond out of the Town to another community as “mutual aid”, the Special Service/Air Supply Unit will respond along with the engine company it is assigned to by utilizing the personnel from the “back step” position to drive said vehicle to the mutual aid incident. At this time two (2) fire fighters will be called back to duty immediately as a “detail” to operate the Special Service/Air Supply Unit at the mutual aid incident and the engine company with all its assigned personnel will return in-service to the Town.

5. If the assigned engine company to the Special Service/Air Supply Unit is engaged in another fire department function and is unable to respond with the Special Service/Air Supply Unit any other engine company can be substituted, provided that it is a three (3) fire fighter engine.

6. At anytime the department shall be allowed to call back two (2) “detail” fire fighters to staff the Special Service/Air Supply Unit.

7. At no time should the safety and the operational function and ability of the engine company and its three (3) fire fighters be compromised by the operational use of the Special Service/Air Supply Unit.

D. The Town shall staff a “Regional Foam Trailer” for its operational function. The “Regional Foam Trailer” will be stationed at Station No. 2 and staffed when needed as follows:

1. The “Foam Trailer Unit” shall be assigned with Engine 2 that is located at the above cited location.

2. The "Foam Trailer Unit" shall respond with Engine 2 and the personnel assigned to Engine 2 to any and all emergencies where said "Foam Trailer Unit" is needed.

3. Whenever the "Foam Trailer Unit" is dispatched and become engaged in operationally within the Town boundaries, the Town Shall immediately call back to duty five (5) members of the Department by utilizing the "detail" list within the department. The said members shall be assigned to the "Foam Trailer Unit" and shall take over operational function of said unit from the personnel of Engine 2, at which time the personnel of Engine 2 shall resume their original function as an Engine Company. The Town shall provide transportation for the above-cited members called back, from the Station(s) to the incident/location of the "Foam Trailer Unit".

4. Whenever the "Foam Trailer Unit" is dispatched to an incident outside the boundaries of Town, Engine 2 shall accompany and respond with said unit.

5. Whenever the "Foam Trailer Unit" is dispatched to an incident outside the boundaries of the Town, the Town shall immediately call back to duty five (5) members of the Department by utilizing the "detail" list within the department. The said members shall be assigned to the "Foam Trailer Unit" and shall take over operational function of said unit from the personnel of Engine 2, at which time the personnel of Engine 2 shall resume their original function as an Engine Company and return to within the boundaries of the Town. The Town shall provide transportation for the above-cited members called back, from the Station(s) to the incident/location of the "Foam Trailer Unit". The calling back to duty of the above-cited members shall commence upon the dispatch of the "Foam Trailer Unit", it shall not be contingent upon the operational engagement of said unit.

6. In the event that Engine 2 is unable to respond with the "Foam Trailer Unit", than another Engine Company from within the Town shall be allowed to respond and function with

said unit. The following Engine Companies if available shall be utilized by the following order; Engine 3, Engine 1 and Engine 4.

7. The parties agree that at any time in addition to the above-cited terms and conditions, the Town shall be allowed to call back to duty five (5) members of the Department by utilizing the "detail" list within the Department for the staffing of the "Foam Trailer Unit" independently from any of the Engine Companies if so desired.

E. Any fire fighter who has worked extra hours as a result of disciplinary action shall not be counted as a fire fighter for manpower purposes.

F. Whenever there is a national, statewide, or local disaster or emergency, which affects the Town of Johnston, the minimum staffing shall be increased to forty-four (44) employees on duty until the emergency is officially declared over.

G. The parties hereby agree that the staffing Memorandum of Agreement mutually entered into by the parties and dated September 18, 2013 shall be in effect until the sunset date of July 1, 2015 at which time parties agree that the temporary and mutually agreed upon personnel vacancy allowance, of up to ten (10) personnel, shall expire and the overall department staffing levels shall return to the above referenced staffing provisions of Article XVII, Section 1.

**Section 2. Emergency Medical Technician Ambulance (EMT-A) Basic Level**

A. All employees hired prior to July 1, 1995, must maintain their (EMT-A) Basic Level as a condition of employment.

B. All employees who have completed eighteen (18) years on the Fire Department shall not be required to maintain their (EMT-A) Basic Level.

**Section 3. Emergency Medical Technician Cardiac (EMT-C)**

A. All fire fighters appointed to the Johnston Fire Department after July 1, 1995, must maintain their EMT-C certification as a condition of employment until the completion of their



eighteenth year of employment. Those employees, who have more than eighteen (18) years on the Fire Department and are permanently assigned to a position that requires EMT-C, must maintain their EMT-C certification while in that position.

B. All new employees/probationary fire fighters must become EMT-C certified within one (1) year of their date of hire. All new employees/probationary fire fighters will enroll into an approved State of Rhode Island Department of Health training course. Upon the successful completion of the training course, the new employee/probationary fire fighter will be immediately required to obtain his/her EMT-C license. All new employees/probationary fire fighters will be afforded any and all benefits of statutory laws in effect in the State of Rhode Island with obtaining their EMT-C license.

**Section 4. Emergency Medical Technician Re-Certification**

All employees will renew their Emergency Medical Technician License pursuant to the Collective Bargaining Agreement requirements. The Town will provide the Emergency Medical Technician licensing re-certification training to all employees. All employees will be allowed to receive re-certification training outside the Department if he/she so desires. All employees will be afforded the opportunity of two (2) chances to successfully complete the above-mentioned re-certification training. All employees will be afforded any and all benefits of statutory laws in effect in the State of Rhode Island with renewing their Emergency Medical Technician license.

**Section 5. Hazardous Material Certification Stipend**

All employees who maintain a Hazardous Material Certification will receive an additional fifteen (\$15.00) dollars per week. This certification and training shall be provided to the members by the Department. Effective July 1, 2020, Hazardous Materials Stipend shall increase to twenty (\$20.00) dollars per week.

**Section 6. Rescue Stipend**

Employees permanently assigned or bided to a rescue must be EMT-C licensed. Those employees shall also receive a stipend of five hundred (\$500.00) dollars in addition to their annual salary. This stipend will be paid on July 1 of the following year served on the rescue, prorated to reflect the length of service (in pay periods) the employee served on the rescue. All members who bid off a rescue shall revert to his/her original rank prior to him/her going into the Rescue Division.

**Section 7. Malpractice Insurance**

The Town shall maintain a one million (\$1,000,000.00) dollar malpractice insurance policy for all employees.

**ARTICLE XVIII**

**Section 1. Suspension**

No member of the Johnston Fire Department shall be suspended without pay until such time as an arbitration decision has been rendered.

**Section 2. Tardiness**

Any employee who reports late for work will be docked one-quarter of an hour at a thirty (30) minute basis starting from the start of the shift. If the employee is over one (1) hour late, the employee will be docked a full hour pay for each and every hour thereafter. A fifteen (15) minute grace period will be allowed whereby the employee will not be charged and the Town will not pay overtime for the person waiting for his/her relief.

**ARTICLE XIX**

**Section 1. Haircuts** The haircut regulation presently in effect is hereby incorporated by reference and made a part of this contract. However, this regulation may be changed by mutual agreement between the Chief of the Department and the Union.

## ARTICLE XX

### Section 1. Pension

All employees presently in the service of the Johnston Fire Department hired prior to July 1, 1999 shall be in Pension Plan A.

#### Plan A

1. All employees will accrue two and one-half (2 ½%) percent for each credited year of service. A credited year of service shall be in any year of service in the Johnston Fire Department with over six (6) months completed. Upon the completion of twenty (20) years of credited service (a completion of service pension) in the Johnston Fire Department, an employee retires with a pension benefit of fifty (50%) percent of the final average of the employee's three (3) highest consecutive years of compensation based on weekly salary, three (3) highest consecutive years of longevity pay, three (3) highest consecutive years of holiday pay, and the three (3) highest consecutive years of overtime pay, up to a maximum of thirty five thousand (\$35,000.00) per year. Each component shall be derived by year ending payroll statements from the three highest consecutive years of each individual distinct component regardless of which years that may fall within the employee's employment.

All employees shall be able to accrue an additional two and one-half (2 ½%) percent increase in benefits for each credited year of service over twenty (20) years to a maximum of thirty (30) years for a maximum pension benefit of seventy-five (75%) percent as shown in Table No. 1 below:

**Table No. 1**

<b><u>Credited Years of Service</u></b>	<b><u>Pension Benefit</u></b>
21	52 ½%
22	55%
23	57 ½%
24	60%
25	62 ½%
26	65%
27	67 ½%
28	70%
29	72 ½%
30	75%

The pension payment benefits listed in Section 1 are not subject to any age requirement at the time of the employee's retirement.

2. Employees who become disabled because of an on the job related injury or illness and are unable to perform all of the requirements of R.I.G.L. §45-21.2-10. There shall be no age or years of service requirements to receive this pension benefit. The pension benefit shall be sixty six and two-thirds (66 2/3%) percent of the final average of the employee's three (3) highest consecutive years of compensation based on weekly salary, three (3) highest consecutive years of longevity pay, three (3) highest consecutive years of holiday pay, and the three (3) highest consecutive years of overtime pay up to a maximum of thirty five thousand (\$35,000.00) per year. Each component shall be derived by year ending payroll statements from the three highest consecutive years of each individual distinct component regardless what years that may fall within the employee's employment. Employees with less than three (3) years of service, their pension will be based on the above-mentioned items, divided by three (3).

3. Employees who become disabled because of a non-occupational injury or illness and are unable to perform all of the duties of a Johnston Firefighter shall be placed on a non-occupational disability pension subject to the requirements of R.I.G.L. §45-21.2-7. The pension benefit shall consist of the final average of the employee's three (3) highest consecutive years of compensation based on weekly salary, three (3) highest consecutive years of longevity pay, three (3) highest consecutive years of holiday pay, and the three (3) highest consecutive years of overtime pay up to a maximum of thirty five thousand (\$35,000.00) per year. Each component shall be derived by year ending payroll statements from the three highest consecutive years of each individual distinct component regardless what years that may fall within the employee's employment. The pension benefit shall be no less than twenty-five (25%) percent for ten (10) or less years of credited years' service. Employees who are placed on a non-occupational disability pension shall receive the following pension benefit as shown in Table No. 2 below. Employees with less than three (3) years of service, their pension will be based on the above-mentioned items, divided by three (3).

**Table No. 2**

<b><u>Credited Years of Service</u></b>	<b><u>Pension Benefit</u></b>
11	27 ½%
12	30%
13	32 ½%
14	35%
15	37 ½%
16	40%
17	42 ½%
18	45%

19	47 ½%
20	50%
21	52 ½%
22	55%
23	57 ½%
24	60%
25	62 ½%
26	65%
27	67 ½%
28	70%
29	72 ½%
30	75%

The pension payment benefits listed in Section 1 are not subject to any age requirement at the time of the employee's retirement.

4. Employees who die in the line of duty from injury or illness prior to their retirement the widow or widower shall receive fifty (50%) percent of the final average of the employee's three (3) highest consecutive years of compensation based on weekly salary, three (3) highest consecutive years of longevity pay, three (3) highest consecutive years of holiday pay, and the three (3) highest consecutive years of overtime pay up to a maximum of thirty five thousand (\$35,000.00) per year. Each component shall be derived by year ending payroll statements from the three highest consecutive years of each individual distinct component regardless what years that may fall within the employee's employment. The pension benefit will remain in effect until the widow or widower remarries. For each child under eighteen (18) years of age, an additional ten (10%) percent shall be added to the above-mentioned payment not to exceed sixty six and two-thirds (66 2/3%) percent for the family. If there is no widow or widower, any child under eighteen (18) years of age shall receive fifteen (15%) percent of the above-mentioned payments not to exceed fifty (50%) percent for all the eligible children. This benefit is not subject to an employee's age or years of service requirements at the time of death. Employees with less than three (3) years of service, their pension will be based on the above-mentioned items, divided by three (3).



5. Employees who die from causes outside of a line-of-duty injury or illness prior to their retirement shall receive a pension benefit of thirty (30%) percent of the final average of the employee's three (3) highest consecutive years of compensation based on weekly salary, three (3) highest consecutive years of longevity pay, three (3) highest consecutive years of holiday pay, and the three (3) highest consecutive years of overtime pay up to a maximum of thirty five thousand (\$35,000.00) per year. Each component shall be derived by year ending payroll statements from the three highest consecutive years of each individual distinct component regardless what years that may fall within the employee's employment. For each child under eighteen (18) years of age, an additional ten (10%) percent shall be added to the above-mentioned benefit not to exceed fifty (50%) percent for the family. If there is no widow or widower, any child under eighteen (18) years of age shall receive an additional fifteen (15%) percent to the eligible children. This benefit is not subject to an employee's age or years of service requirements at the time of death. Employees with less than three (3) years of service, their pension will be based on the above-mentioned items, divided by three (3).

6. All employees who at the time of their death were retired or were eligible to retire, the widow or widower shall receive sixty seven and one half (67 ½%) percent of the retired employee's pension benefit or the eligible employee's pension benefit. This benefit shall be paid until the widow or widower remarries. If there is no widow or widower, the above-mentioned pension benefit shall be received by any child or children under eighteen (18) years of age.

7. All employees shall be vested after ten (10) credited years of service on the Johnston Fire Department. The pension benefit shall be based on the final average of the three (3) highest consecutive years of weekly salary, three (3) highest consecutive years of longevity pay, three (3) highest consecutive years of holiday pay, and the three (3) highest consecutive years of overtime pay up to a maximum of thirty five thousand (\$35,000.00) per year. Each component shall be derived by year ending payroll statements from the three highest consecutive years of each individual distinct component regardless what years that may fall within the employee's employment. The pension benefit is shown in Table No. 3 below:

**Table No. 3**

<b><u>Credited Years of Service</u></b>	<b><u>Pension Benefit</u></b>
10	25%
11	27 ½%
12	30%
13	32 ½%
14	35%
15	37 ½%
16	40%
17	42 ½%
18	45%
19	47 ½%

The vested pension benefit shall not be paid to an employee until the employee reaches the age of fifty-five (55) years. In case of the death of the employee, the widow, widower, or any eligible child shall receive a benefit of sixty seven and one half (67 ½%) percent of the deceased eligible employee's pension benefit or when the deceased employee would have reached fifty-five (55) years of age.

8. An employee's pension benefit received on a completion of service pension [twenty (20) or more credited years of service], a vested pension under twenty (20) years of service, occupational disability pension, or a non-occupational disability pension, shall escalate based on the Collective Bargaining Agreement between the parties as provided for in Article XX, Section 5 – Pension Adjustment.

A widow, widower, or children of a deceased employee receiving a pension benefit because of an employee's line-of-duty death, an employee's non-line-of-duty death [under twenty (20) years of service], or a retired employee or an employee eligible to retire, shall have that pension benefit escalate based on the Collective Bargaining Agreement between the parties as provided for in Article XX, Section 5 – Pension Adjustment.

9. All employees who have served for a period of over six (6) months of activity duty in the armed service of the United States may purchase up to a maximum of four (4) years of such service. These purchased years of armed service shall be credited years for pension purposes. Any year in the armed services over six (6) months in length shall be considered as a credited year. The cost to the employee to purchase these credited years shall be ten (10%) percent of the employee's first year of weekly salary. These purchased years may be purchased at any time before retirement as a Johnston Firefighter. Interest will be charged at the rate promulgated by the State Retirement Board for the purchase of similar benefits.

10. All employees shall contribute eight (8%) percent of the employee's weekly salary, longevity pay and holiday pay. In addition, the employee shall contribute eight (8%) percent of their overtime pay up to thirty five thousand (\$35,000.00) in overtime earnings.

11. In the event that an employee terminated his or her employment in the Johnston Fire Department for whatever reason prior to becoming vested, the Town of Johnston shall reimburse any and all of his or her pension contributions without interest at the time of the employee's termination.

12. Employees who retire on non-service disability only, may be required to submit to an examination one (1) time per year by a physician to establish that the member is incapacitated for service as a fire fighter and is entitled to continue to receive a disability pension. The board may cancel a disability pension upon evidence that the member is no longer disabled for such service. If such cancellation occurs and the member does not reenter service, he shall be entitled to a refund of the excess, if any, of the contributions made by the member, including interest, over the amounts received by the member on the disability pension. Should a retiree refuse to submit to such medical examination, his/her pension may be discontinued until his/her withdrawal of such refusal, and, should his/her refusal continue for one (1) year, all rights in and to his/her pension may be revoked by the board.

13. For employees who retire on non-service connected disability only, if a medical examination or an investigation made by the board discloses that a member is engaged or is able to engage in any gainful occupation, payment of the disability pension shall be discontinued or reduced to an amount which, when added to the member's income from such gainful occupation, shall not exceed 50% of the rate of his/her salary in effect at the date of disability.

14. Any member receiving a non-service connected disability pension only, may be required to submit to the board once each year a sworn written report of his/her earned income for the preceding twelve (12) months on a form supplied by the board, together with supporting data as may reasonably be required. Any adjustment in disability pension payments as aforesaid shall be based upon such statements of income. A disability pension may be suspended if such statement discloses income from a gainful occupation equal to or in excess of the aforesaid amount, but shall be resumed when such condition has changed.

Earned income is defined as amounts received as compensation for services rendered. The member's pension amount for the following twelve (12) months after the filing of the report of earned income may be reduced dollar for dollar by any amount the actual earned income exceeded the salary paid to a permanent member with the same rank and seniority on active duty at the time such reports are filed. However, in no event shall any member on a disability pension receive an annual sum less than 50 % of his/her salary in effect at the date of disability.

15. The parties agree that the attached pension exhibit, which contains an example of the formula for the above referenced pension benefits for Plan A and COLA example for pension Plan A and Plan B, as referenced in Article XX, Section 5, is the agreed upon and proper formula for calculating pension benefits according to the applicable sections of this collective bargaining agreement.

## JOHNSTON FIRE DEPARTMENT PENSION CALCULATION

Name of Employee:  
Address:

Social Security:

DATE:

THREE HIGHEST CONSECUTIVE SALARY YEARS + HAZMAT	1st	2nd	3rd	Totals
[ ]	[ ]	[ ]	[ ]	
BASE SALARY HAZMAT TOTAL Yearly Salary:	\$0.00	\$0.00	\$0.00	\$0.00

\*ENTER YEARS

\* ENTER THREE HIGHEST CONSECUTIVE YEARS SALARY

\* ENTER HAZMAT PAY THAT CORRESPONDS WITH THE THREE HIGHEST YEARS OF SALARY

\*NOTE:WEEKLY SALARY COMPONANT IN CBA IS BASE SALARY PLUS HAZ-MAT PAY

THREE HIGHEST CONSECUTIVE HOLIDAY YEARS	1st	2nd	3rd	Totals
[ ]	[ ]	[ ]	[ ]	
Holiday Pay:				\$0.00

\*ENTER YEARS

\* ENTER THREE HIGHEST CONSECUTIVE YEARS OF HOLIDAY PAY

THREE HIGHEST LONGEVITY YEARS	1st	2nd	3rd	Totals
[ ]	[ ]	[ ]	[ ]	
Longevity Pay:				\$0.00

\*ENTER YEARS

\* ENTER THREE HIGHEST CONSECUTIVE YEARS OF LONGEVITY PAY

THREE HIGHEST CONSECUTIVE YEARS of PAID OVERTIME MAX. OF \$35,000 PER YEAR	1st	2nd	3rd	Totals
[ ]	[ ]	[ ]	[ ]	
Overtime:				\$0.00

\*ENTER YEARS

\* ENTER THREE HIGHEST CONSECUTIVE YEARS OF OVERTIME COMPENSATION

\*NOTE: OVERTIME SHALL BE REGULAR OVERTIME AND FIRE DEPARTMENT DETAIL OVERTIME

\*NOTE: PER CBA OVERTIME CALCULATION IS 100% OF TOTAL OVERTIME COMPENSATION,  
UP TO A MAXIMUM OF \$35,000.00 PER YEAR

SUBTOTAL of COMPENSATION COMPONENTS: DIVIDED BY 3 YEARS:	TOTAL	\$0.00
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\*SPREADSHEET WILL NOW ADD ALL ABOVE COMPONANTS AND DIVIDE BY 3 TO DERIVE AN AVERAGE

PERCENTAGE AMOUNT of PENSION BENEFIT:	50.000%
YEARLY TOTAL:	\$0.00

\*ENTER ACCRUED PERCENTAGE, PER THE CURRENT CBA, THAT A MEMBER WILL BE RETIREING WITH

\*SPREADSHEET WILL ENTER THE ABOVE PERCENTAGE OF TOTAL COMPENSATION HERE

MONTHLY TOTAL:	\$0.00
----------------	--------

\*SPREADSHEET WILL DIVIDE THE ABOVE YEARLY TOTAL BY 12, GIVING THE REQUIRED MONTHLY  
COMPENSATION DUE TO THE MEMBER

Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

### JOHNSTON FIRE DEPARTMENT PENSION CALCULATION

1	A	B	C	D	E	F	G	H	I	J	K
2	Name of Employee						Social Security:				DATE:
3	Address:										
4											
5											
6					1st			2nd			3rd
7	THREE HIGHEST CONSECUTIVE SALARY YEARS +										Totals
8	HAZMAT										
9											
10	BASE SALARY										
11	HAZMAT										
12	TOTAL Yearly Salary:				=E10+E11		=G10+G11		=I10+I11		=E12+G12+I12
13											
14					1st			2nd			3rd
15	THREE HIGHEST CONSECUTIVE HOLIDAY YEARS										
16											
17	Holiday Pay:										=E16+G16+I16
18											
19											
20					1st			2nd			3rd
21	THREE HIGHEST LONGEVITY YEARS										
22											
23	Longevity Pay:										=E24+G24+I24
24											
25											
26					1st			2nd			3rd
27	THREE HIGHEST CONSECUTIVE YEARS of PAID										
28	OVERTIME										
29											
30	Overtime:										=E30+G30+I30
31											
32											
33											
34											
35											TOTAL
36											=(K12+K18+K24+K30)/3
37											
38											PERCENTAGE AMOUNT of PENSION BENEFIT:
39											0.55
40											
41											YEARLY TOTAL:
42											=K35*K38
43											MONTHLY TOTAL:
44											=K40/12
45											
46											
47	Prepared by:										Title:
48											Date:
49											
50	Reviewed by:										Title:
											Date:

# JOHNSTON FIRE DEPARTMENT

## PENSION ADJUSTMENT C.O.L.A.

Name of Employee:  
Address:

0  
0  
0

Social Security:

Date:

YEARLY BASE SALARY PER CONTRACT	\$0.00
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\*ENTER TOTAL ANNUAL SALARY OF THE RANK IN WHICH THE MEMBER RETIRED AS

LONGEVITY as of RETIREMENT DATE	\$0.00
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\*ENTER THE MOST RECEIPT LONGEVITY RATE RECEIVED

\$500.00 BENEFIT (ARTICLE XII, SECTION 1)	\$0.00
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\*ENTER ZERO - NO LONGER IN CBA

CURRENT C.O.L.A.	\$0.00
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\*ENTER MEMBERS CURRENT ANNUAL COLA  
(PRIOR YEAR ANNUAL COLA WHEN CALCULATING  
CURRENT YEARS BENEFIT)

ADJUSTED BASE SALARY	\$0.00
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\*SPREADSHEET WILL CALCULATE ADJUSTED BASE SALARY

1.25% ANNUAL COLA INCREASE	1.25%
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\*1.25% ANNUAL INCREASE PER CBA

C.O.L.A. TOTAL ADJ.	\$0.00
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\*SPREADSHEET WILL CALCULATE

PREVIOUS C.O.L.A. TOTAL	
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\*ENTER MEMBERS CURRENT ANNUAL COLA  
(SAME AMOUNT AS "CURRENT COLA" ABOVE)

PRESENT C.O.L.A. TOTAL	\$0.00
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\*SPREADSHEET WILL CALCULATE

MONTHLY C.O.L.A. TOTAL	\$0.00
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\*SPREADSHEET WILL CALCULATE - THIS SHALL BE THE MEMBER/RETIREE'S  
MONTHLY COLA THAT SHALL BE PAID TO THE RETIREE



# JOHNSTON FIRE DEPARTMENT

1	A	B	C	D	E	F	G	H	I	J	K
2						ADJUS					
3											
4											
5	Name of Employee:		=Pen Calculation!C1				Social Security:				Date:
6		Address:	=Pen Calculation!C2								
7			=Pen Calculation!C3								
8											
9								0			
10			YEARLY BASE SALARY PER CONTRACT								
11											
12								0			
13											
14											
15			LONGEVITY as of RETIREMENT DATE								
16											
17											
18											
19								0			
20			\$500.00 BENEFIT (ARTICLE XII SECTION 1)								
21											
22											
23											
24								0			
25			CURRENT C.O.L.A.								
26											
27											
28											
29								=I24+I19+I14+I9			
30			ADJUSTED BASE SALARY								
31											
32											
33								0.0125			
34			1.25% ANNUAL COLA INCREASE								
35											
36								=I33*I29			
37											
38											
39											
40								=I38+I36			
41											
42								=I40/I41			

# JOHNSTON FIRE DEPARTMENT

## SEVERANCE PAY

Name of Employee:  
Address:

SOCIAL SECURITY:

DATE:

UNUSED VACATION DAYS	
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\*ENTER NUMBER OF UNUSED VACATION DAYS  
\*UP TO A MAXIMUM OF 64 DAYS PER CBA

UNUSED PERSONNEL DAYS	
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\*ENTER NUMBER OF UNUSED PERSONAL DAYS  
\*UP TO A MAXIMUM OF 6 DAYS PER CBA

HOLIDAYS WORKED	
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\*ENTER HOLIDAYS WORKED IN THE CALANDER YEAR THAT  
MEMBER/RETIREE HAS NOT BEEN COMPENSATED  
FOR AT THE TIME OF RETIREMENT.

UNUSED SICK DAYS	
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\*ENTER NUMBER OF UNUSED SICK DAYS  
\*UP TO A MAXIMUM OF 180 DAYS, PER CBA

TOTAL DAYS	0
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\*SPREADSHEET WILL CALCULATE

DAILY PAY RATE	
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ENTER DAILY RATE OF PAY FOR MEMBER AT THE RANK AT WHICH  
THE MEMBER RETIRED X 1.1, PER THE CBA

SEVERANCE PAY TOTAL	\$0.00
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\*SPREADSHEET WILL CALCULATE TOTAL SEVERANCE DUE TO MEMBER/RETIREE

### JOHNSTON FIRE DEPARTMENT

	A	B	C	D	E	F	H
1							
2							
3					<b>SEVERANCE PAY</b>		
4							
5							
6	Name of Employee:			SOCIAL SECURITY			DATE:
7		Address:					
8							
9							
10							
11		UNUSED VACATION DAYS					
12							
14		UNUSED PERSONNEL DAYS					
15							
17		HOLIDAYS WORKED					
18							
20		UNUSED SICK DAYS					
21							
23				TOTAL DAYS		=F20+F17+F14+F11	
24							
25		DAILY PAY RATE					
26							
28		SEVERANCE PAY TOTAL				=F25*F23	
29							

## Plan B

1. Employees hired after July 1, 1999, shall be enrolled into the State of Rhode Island "Optional Twenty-Year Retirement on Service Allowance" R.I.G.L. §45-21.1-22, which shall be defined as Pension Plan (B)

2. An employee's pension payment under the State of Rhode Island "Optional Twenty-Year Retirement on service Allowance" R.I.G.L §45-21.2-22 shall be based on the employee's three (3) highest consecutive years of compensation which would include weekly salary, longevity and holiday pay.

3. An employee's pension contribution shall be eight (8%) percent based on the employee's weekly salary, longevity and holiday pay which shall be in accordance with R.I.G.L. §45-21.2-14 and R.I.G.L. §45-21.2-22 (C) which does not allow for a cost-of-living adjustment under the State Pension Plan.

4. Employees' pension payment under a completion of service pension, a vested pension, accidental disability pension, ordinary disability pension, a widow, widower, dependent or children under eighteen (18) receiving an accidental death benefit or ordinary death benefit, shall escalate based on the Collective Bargaining Agreement between the parties contained in Article XX, Section 5 -Pension Adjustment.

5. All other requirements and benefits provided for in the various State of Rhode Island Statutes governing retirement for firefighters under R.I.G.L. §45-21.2-22 such as, but not limited to, vesting, prior state service, armed service credit, life insurance, return of pension contributions, various retirement payment options, layoff credits, etc., shall be incorporated into this plan.

## **Section 2. Call System Buy Back Time**

The parties to this contract agree and acknowledge that a fire fighters call system has existed with regard to Fire Department personnel within the Town of Johnston and that the purpose of the call system in place was to provide personnel to render service within the Johnston Fire Department.

The parties further agree that personnel providing services as part of the call system were compensated and employed by the Town of Johnston.

The parties also agree that there are members of the Fire Department who served as members of the call system rendering service to the Town and hereby agree to the following:

1. In accordance with the terms and conditions set forth herein, any currently eligible member of the Johnston Fire Department who is a participant and categorized in Plan (A) of the pension section of this Contract shall be permitted to purchase and receive credit for service time in the "call system" for the Johnston Fire Department for pension purposes.

2. Any and all eligible members of the Johnston Fire Department shall be allowed to purchase call system service time at a rate of ten (10%) percent of the starting salary of the member as a permanent fire fighter in the Town of Johnston. Eligible employees may purchase call time interest free up to July 1, 2014. Thereafter, interest will be charged at a rate as calculated in Article XX, Section 1.9 for armed services time purchased. The term starting salary shall mean the starting weekly salary of the fire fighter for the first fifty-two (52) weeks of hire as a permanent fire fighter. The fire.

fighter seeking to purchase said call system time shall pay the sum of ten (10%) percent of his or her starting salary for each year of service time to be purchased.

3. For purposes of this agreement, a credit year within the call system shall mean any year in which the eligible member served within the call system for a period of at least six (6) months. (For example, if fire fighter A served for three (3) years and six (6) months, he or she would be credited for four (4) years of potential time within the call system for purchase.)

4. The maximum amount of call system service time which may be purchased for pension purposes shall be limited to a total of four (4) years. All purchases of credited call system service time must be made in full year increments and partial year purchases shall not be permitted. As such, all purchases of credited call system service time must be made for a minimum of one (1) year to a maximum of four (4) years. (For example, if fire fighter A served in the call system for one (1) year and three (3) months, he or she would be eligible to purchase one (1) year of service time. If the said fire fighter A had served in the call system for one (1) year and seven (7) months, he or she would be eligible to purchase either one (1) or two (2) years of service time.)

5. Any eligible fire fighter will be permitted to purchase call system service time at any time while they are employed as members of the Johnston Fire Department up to the date of retirement or termination from employment.

6. Any and all contractual pension benefits as set forth in the collective bargaining agreement applicable upon retirement, including but not limited to longevity payments upon retirement, medical health insurance benefits upon retirement, pension

adjustments (c.o.l.a.) upon retirement, shall be based upon an inclusion of any purchased call system service time.

### **Section 3. Post Tax Pension Contributions**

The Town will furnish at time of retirement to all employees/participants of the Town Municipal Pension Plan – Plan A, a total of all his/her monetary “post tax” pension contribution that he/she contributed to the plan during his/her employment.

The Town agrees that the total monetary amount of the employees “post tax” pension contributions shall not be disbursed in accordance with Federal and State tax requirements.

### **Section 4. Health Benefits for Retirees**

The Town agrees to continue the healthcare plan and prescription drug plan with benefit level, service level, and network level no less than the healthcare plan and prescription plan in effect at the time of execution of this agreement, for members of the Department who have served for a period of at least twenty (20) years. The Town agrees to fully pay for the healthcare and prescription drug plan benefits with no cost to the retiree. The Town shall provide healthcare and prescription drug plan benefits for members of the Department who are disabled in the line of duty and who retired because of said disability before the twenty (20) years of service are fulfilled. The Town agrees to fully pay for the healthcare and prescription drug plan benefits with no cost to the retiree.

A. Retirees and/or spouses who reach age 65 shall enroll in Medicare. The Town shall continue to provide the healthcare benefit level, service level and network level made available prior to the retiree’s Medicare eligibility at no cost to the retiree. The Town shall continue to pay any costs to the retiree and/or spouse associated with Medicare, including healthcare, prescription drugs, and any penalties, interest and enrollment fees. Coverage for non-Medicare eligible retirees, spouses and dependents, as provided in Section 4, shall continue. The parties to

this agreement agree that in the event of any conflict between the current Medicare/Municare ordinance and the collective bargaining agreement, it is the intention of the parties that the collective bargaining agreement shall control.

**Section 5. Pension Adjustment (COLA)**

All employees who retire after July 1, 1986 through June 30, 2017, shall in addition to their regular pension receive one-half (1/2) of the percentage (50%) of any raises given to an active fire fighter of the same rank at which the pensioned fire fighters retired.

All employees who retire on or after July 1, 2017, effective July 1, 2017, all COLA increases shall be frozen for a period of five (5) years. Once COLA returns after the five (5) year freeze the COLA shall be at a fixed rate of 1.25% compounded annually.

This adjustment will be based on the following components and calculated as follows:

1. Base salary/per contract at time of retirement; plus
2. Retirement longevity payment as referenced in Article XII, Section 3, as of the date of retirement; plus
3. Any current earned pension adjustments for all eligible retired fire fighters per the Collective Bargaining Agreement.

These three (3) components will constitute the retired fire fighter's adjusted base salary for the purpose of calculating the retiree's pension adjustment.

This adjusted base salary for pension purposes will be multiplied at the rate of fifty (50%) percent of the active fire fighter's percentage salary raise until June 30, 2017.

This adjusted base salary for pension purposes for all employees who retire on or after July 1, 2017, after the five (5) year COLA freeze, shall be at a fixed rate of 1.25% compounded annually.



This above-mentioned pension adjustment figure will be added (compounded) to component number 3 above, which represents any fire fighter's current pension adjustment.

This figure will be added to the adjusted base salary for pension purposes, and become the new adjusted base salary for pension purposes. Any salary raises for active fire fighters will cause the base salary for pension purposes to be recalculated based on the above-mentioned procedure.

For any raise given during a fiscal year that is less than a twelve (12) month period the total pension adjustment will then be divided by the number of months per the contract year on the date the salary raise was received.

## **ARTICLE XXI**

### **Section 1. Mutual Aid**

In the event of labor disputes within the boundaries of the Town of Johnston or labor disputes within a city or town with which the Town of Johnston has any mutual aid agreements, Local 1950, International Association of Fire Fighters, AFL-CIO, shall have the right to terminate the mutual aid agreement except in the event that there is a structural fire in progress.

### **Section 2. Call Back for Mutual Aid**

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

## **ARTICLE XXII**

### **DURATION OF AGREEMENT AND SEVERABILITY**

#### **Section 1. Duration of Agreement**


This Agreement is effective from July 1, 2017, and shall continue in full force and effect through midnight on June 30, 2022.


**Section 2. Severability of Provisions**

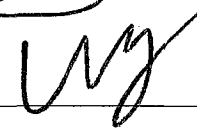
If any provisions of this Agreement, or application thereof, to any person or circumstances is held unconstitutional or otherwise invalid, the remaining provisions of this chapter and the application of such provisions to other persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, the said TOWN OF JOHNSTON has caused this instrument to be executed and its corporate seal to be affixed by Mayor Joseph M. Polisena in his capacity as Mayor, thereon duly authorized by the Town Council of the Town of Johnston, this 12<sup>th</sup> day of April, 2017, and Local 1950, IAFF, AFL-CIO, has caused this instrument to be signed by its duly authorized agent.

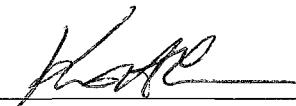
TOWN OF JOHNSTON


By:   
Joseph M. Polisena, Mayor

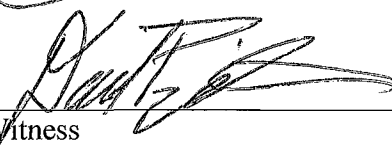
Witness 

Witness 

LOCAL 1950, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS,  
AFL-CIO

By:   
Keith A. Calci, President

Witness 

Witness 

# Pension Exhibits

#1 – Pension Calculation for Plan A

#2 – Severance Calculation per CBA

#3 – COLA Calculation for Plan A & B