

C. Acting Fire Chief

IAFF CBA FY2011-2014

AGREEMENT

This AGREEMENT entered into on this 31 day of August, 2011 A.D., by and between the CITY OF NEWPORT, a Municipal Corporation of the State of Rhode Island, hereinafter called the "City" and Local No. 1080, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, hereinafter called the "BARGAINING AGENT" and its members, hereinafter referred to as "FIRE FIGHTERS", "EMPLOYEES" or other similar terms. This contract covers the period commencing July 1, 2011, and ending June 30, 2014. The fiscal accounting years under this contract end June 30, 2014.

WHEREAS, the State of Rhode Island has adopted Chapter 9.1, Title 28, of the General Laws of Rhode Island, 1956, as amended, which chapter is known as "The FIRE FIGHTERS Arbitration Act", and pursuant to said Act the City has recognized Local No. 1080, International Association of FIRE FIGHTERS, AFL-CIO, as the sole and exclusive bargaining agent for all uniformed members of the Division of Fire Protection of the City, with the exception of the Chief of said Division, for the purpose of collective bargaining relative to wages, salaries, hours and working conditions.

NOW THEREFORE, the City and the Bargaining Agent agree as follows:

ARTICLE 1 - UNION SECURITY

- a. All references to employees in this Agreement designate both sexes, and whenever one gender is used it shall be construed to include both male and female employees. Local No. 1080 and the City agree that neither shall discriminate against any employee in the administration of this Agreement because of membership or non-membership in Local No. 1080.

- b. The City shall deduct Union dues and assessments upon receipt of authorization from members of Local No. 1080, and shall forward to the Treasurer of the Union such sums as deducted.
- c. During the term of this Agreement, every employee in the bargaining Unit who is not a member of Local 1080, shall as a condition of continued employment by the City in the Division of Fire Protection, after six (6) months of employment or the effective date of this Agreement, whichever is later, pay to Local No. 1080 a monthly service fee which shall be determined by the Union, and which may not exceed the monthly dues paid by members. The City shall deduct such service charge in the same manner and under the same conditions as Union dues are deducted.
- d. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought or issued against the City as a result of any action taken by the City under the provisions of this Article.
- e. **Diversity in Employment:** The parties agree with the principle of equal employment opportunity. Therefore, the City, the Union and the employees agree to actively support the employment and equal opportunity of minorities and women in the Fire Service.

ARTICLE 2 - MANAGEMENT RIGHTS

It is understood and agreed that the City shall have sole power and authority to control the management of the Division of Fire Protection as provided by State Laws, City Ordinances and the Charter of the City of Newport.

ARTICLE 3- SENIORITY

- a. Seniority shall be by classification and consists of the relative length of service of each Fire-

fighter(s) in his respective classification. A Firefighter(s) length of service shall not be reduced by time lost due to sick or injury leave, or authorized leave of absence. However, a Firefighter who terminates employment with the City will not receive credit for prior years if later rehired. To be eligible for consideration for length of service purposes, all time must be continuous and uninterrupted.

- b. In the event that two or more Firefighters first report to duty in the same classification at the same time, their seniority shall be determined on the basis of the order that their names appeared on the eligibility list from which their appointment or promotion to such classification is made with the employee standing higher on such eligibility list having the higher seniority.
- c. On or about August 1, of each year, the City shall furnish the Secretary of the Union a copy of the proposed seniority list. The City and the Union will have thirty (30) days in which to make any corrections or changes in said list and signify their approval thereof. After the order of seniority has been approved by all parties hereto, a permanent and up-to-date list shall be posted and maintained on the bulletin boards of each station for the benefit of all employees and all future seniority questions shall be resolved in accordance therewith.
- d. The City also agrees to furnish the Secretary of the Union an up-to-date seniority list, a copy of which is to be posted on said bulletin boards.
- e. In the event that the Chief, in his discretion, determines that an absent officer should be replaced by a junior officer serving temporarily at the higher rank, such assignments shall be made as follows:

In the absence of a Lieutenant, the senior Firefighter presently assigned to that station may perform the duties of the Lieutenant. In the absence of a Captain, the senior Lieutenant presently assigned to that station may perform the duties of the Captain. In the absence of a Deputy Chief, the Captain assigned permanently to headquarters shall perform the duties of the Deputy Chief. In the event that more than one Firefighter on duty in that station has the

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

- f. Seniority points for promotional examinations shall be earned as follows:
1. Lieutenants and Captains, in the Department shall receive by classification and service from the date of appointment one (1) full point for time in classification (rank) and one-half (1/2) point for each year of completed service in the Department.
 2. All Privates shall receive one (1) full point for every year of completed service in the Department, and one-half (1/2) point for every six (6) month period of service in the Department from the date of appointment.
 3. A maximum of twenty-five (25) points may be earned as determined as of the date of officer's examination for each Firefighter taking the examination.
 4. Whenever a test has to be opened to privates for the rank above Line Lieutenant, be shall be governed by the officer's seniority points in accordance with the above Paragraph (f) 1. of Article 3.
 5. When employees are testing for Division of Fire Prevention positions, (Captain/Superintendent Fire Alarm, Captain Fire Prevention, Captain Fire Inspection, Lieutenant Fire

Alarm/ Maintenance, and Fire Marshal), the point system shall be one (1) point for each year in service.

6. Those employees who are permanently assigned to a position in the Division of Fire Prevention shall receive one (1) point for each year of service in that position when taking the examination for Fire Marshal. Only current employees in the division and those who left the division no longer than five (5) years prior to the date of the posting will qualify.
7. Those employees who hold the position of Lieutenant Fire Alarm/Maintenance shall receive one (1) point for each year of service in that position when taking the examination for Captain/ Superintendent Fire Alarm.
- g. Seniority points will be calculated as of the date of the written examination. Seniority points will not be added to the written examination score prior to the calculation of points from the written examination percentage. The total seniority points credited will not be reduced by any percentage.
- h. A candidate must have a score on the written examination of seventy percent (70%) before the addition of said seniority points. A candidate cannot have a score of more one hundred percent (100%) after the addition of the said seniority points.
- i. In the event that two or more equally qualified candidates attain the same final score (examination and seniority points), the candidate who was promoted to the rank the candidates are testing from first shall break a tie for purposes of creating an eligibility list.
- j. Definition: Whenever used in this agreement, the terms "member," "employee" or "fire fighter" shall have the same meaning, which is: active, full-time, permanent, paid fire fighters of the City of Newport up to and including the rank of Deputy Chief. Fire fighters who are on paid leave of absence shall be entitled to none of the benefits of this agreement except to the extent they are expressly granted eligibility for certain benefits in other sections of this agreement or as may otherwise be provided for by law.

- k. **Transfers:** Whenever an opening occurs in the ranks of fire fighters, and as of July 1, 2003 in the officers ranks, the opening shall be posted for bid by qualified employees. The senior qualified bidder shall be awarded the open shift and station, provided, however, the Chief shall have the right to override seniority if there is a need for particular skills on the position up for bid, or for training purposes. Openings created as a result of this bid procedure shall also be subject to this procedure. Transfers shall be affected as soon as practicable after the bid procedure is completed, but shall be at no expense to the City.
1. The Chief shall reserve the right to temporarily transfer personnel in the event of a light - duty incident.
 2. The Chief shall reserve the right to temporarily transfer personnel in the event the manpower of any shift is reduced by two or more.
 3. In any event, said transfers are of a temporary nature, and transferred personnel will have the opportunity to return to their previous position.
 4. In the event of a pending transfer, the shift officers will seek a volunteer. If a volunteer is not forthcoming, the junior private on the shift will be transferred.
 5. The Chiefs Office will notify all involved personnel, their respective Officers, and the Union in advance of any such transfers.
- l. In the event of apparatus shortage, station personnel from the affected station may be reassigned. It is the intent of this directive to balance the staffing during the shortage (Memorandum October 26, 2001).

ARTICLE 4 - PROMOTIONS

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

MAXIMUM POINTS

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

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

- b. Seniority shall be computed as of the date of examination.
- c. Promotion Reference Books
 - 1. An approved list of reference books in Fire Science, as submitted by the testing company, will be posted in all stations by the Training Officer, and two (2) months prior to an announced examination the City will contact the testing company for any revisions and update the posted list.
 - A. Any updates/changes to the posted reading list shall be made 60 days prior to the announcement of the promotional examination (i.e., 60 days prior to the next posting which is indicated on the eligibility list).
 - B. There shall be no more than three (3) new book reading selection changes, texts added to the reading list excluding Edition updates (i.e., Books can be removed from the lists, however, no more than three (3) new books).
 - 2. All books on the reference list shall be purchased by the City for each station at a cost not to exceed \$250.00 for each station. It is understood and agreed that the City is only under an obligation to purchase said books and not to safeguard or assure their remaining there during the year. The City is not responsible for the loss or theft of said reference books from each station.
- d. All Firefighters in the Newport Fire Division with at least seven (7) years on the job as a permanent Firefighter are eligible to be tested to qualify for the promotion eligibility list for Lieutenant. No later than one year from the date of appointment, all lieutenants shall attain

an EMT Cardiac or higher license, and shall maintain the license throughout their tenure in the classification. Failure to comply with this provision shall be grounds for demotion. In addition, to be eligible to take a Line Captain's examination a current EMT Cardiac or higher license is required. Any current line officer (as of July 1, 2006) not holding an EMT Cardiac license shall be exempt from this provision.

- e. In the event that the City determines that a vacancy exists and elects to fill such vacancy, then promotions and appointments, not including initial appointments, shall be made within sixty (60) days after such vacancy occurs, provided there is a promotional eligibility list available. If there is no promotional eligibility list available, a test shall be given within sixty (60) days after the City decides to fill such vacancy, and the position shall be temporarily filled within sixty (60) days after the decision to fill the vacancy and until such time as a test is given and the position is filled permanently.
- f. Any Firefighter, Lieutenant, Captain, or Deputy Chief who is temporarily assigned by the officer in charge of the entire shift, to perform the duties of a higher rank shall receive the rate of pay of said higher rank for each full hour during which he performs such duties.
- g. On all examinations given in the Division of Fire Protection for promotions, a list of all those who successfully pass will be presented to the Secretary of the Union. Said list shall include the standings of the candidates. Said list shall be presented to the Secretary of the Union as soon as the marks and standings of the candidates are determined.

If after two testings no one is eligible for promotion due to a failure to obtain a minimum passing score on the promotional examination, as set forth in Article 3(h), a promotional list shall be formulated on the basis of the scores obtained, using all employees who took the exam even if all scores are less than the minimum passing score of 70.

- h. The eligibility list shall be abolished and a new list established whenever a promotional eligibility list is reduced to two (2) names, provided no appointments are available at the time the list is reduced to two (2). When a list is abolished, any firefighter whose name appeared on the list shall be required to retake the examination in order to determine eligibility for the new list. He shall receive no priority on account of his former eligibility.
- i. The eligibility list shall expire after it has been in existence for a period of two (2) years from the date on which it was originally established, and a new list established the following day. When a list is abolished, any firefighter whose name appeared on that List shall be required to retake the examination in order to determine eligibility for the new list. He shall receive no priority on account of his former eligibility.

Testing for all Division of Fire Prevention positions will be held only when a vacancy occurs. Positions when vacated will be temporarily filled by appointment, within two (2) weeks, until an eligibility list is established.
- j. When there are less than three (3) candidates in the next lowest classification to the position sought, the examination shall be open to any probationary officer in that classification. If less than three (3) candidates apply, the examination shall be open to employees in the next lowest classifications.
- k. The Chief of the Department may choose from one of the top three (3) employees on the promotional list. Should he pass over the top employee(s) at any time, he shall within a reasonable period prior to the promotion provide written notice to the employee(s) passed over stating the reason(s) for their failure to be promoted.
- l. Promotional examinations shall be open to members of the Newport Fire Department as follows:

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

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

Fire Marshal	Open to all Officers and Firefighters with seven (7) years on the Newport Fire Department.
Captain/Superintendent of Fire Alarm	Open to all Officers and Firefighters with five (5) years on the Newport Fire Department
Captain Fire Prevention	Open to all Officers and Firefighters with five (5) years on the Newport Fire Department
Captain Fire Inspection	Open to all Officers and Firefighters with five (5) years on the Newport Fire Department
Lieutenant Fire Alarm/Maintenance	Open to all Officers and Firefighters with five (5) years on the Newport Fire Department

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

- m. After July 1, 2002, any new list that is created, all candidates on a promotional or eligibility list who refuse or otherwise defer the appointment or acceptance of the position, shall have their name removed from the promotional or eligibility list for promotions to the position the list was established for.
- n. A two (2) week test review period shall be given to all candidates upon return of all promotional examinations to the City. During the two (2) week period, candidates shall be

give the opportunity to review the examination for two (2) forty-five (45) minute sessions. If after review, any of the candidate(s) that choose to appeal the answers given by the testing company will be informed and granted the right to the appeal process. The City and the Union agree to split the initial cost of the formal appeal process. Any candidate that wishes to appeal an answer given by the testing company shall bear the cost of the appeal if the testing company does not uphold the appeal. If the appeal is upheld, the City shall bear the cost of the appeal. Pending appeals will excuse the City from complying with the Article 4(i) requirement that a new eligibility list be in place on the day after the former one expired.

ARTICLE 5 - DUTIES

- a. The principal duties of the members of the Division of Fire Protection shall be protection and saving of human lives and the prevention, control and extinguishing of fires, together with all necessary service functions including maintenance and cleanup as are presently conducted by the Division of Fire Protection, and as set forth in the rules and regulations of the Division of Fire Protection.
- b. Transfer to Other Departments. The City agrees that the members of the Division of Fire Protection whose duties are fully defined in Article 5(a) above in this Agreement, shall not be transferred to other departments of the City, in accordance with the provisions of Title Three of the City Code of Ordinances, entitled "Employment Provisions and Pension Plans".

ARTICLE 6 – HOURS

- a. The regular work schedule for members of the Division of Fire Protection, except those working in the Division of Fire Prevention or a schedule of forty (40) hours per week, shall be an average of forty-two (42) hours per week including meal and rest periods over an eight (8) day calendar week Sunday through Saturday work cycle. The forty-two (42) hours

workweek shall be operated on the following basis:

Each Firefighter shall be assigned to one of four groups, each of which shall be scheduled to work two (2) consecutive day tours of ten (10) hours each, followed by two (2) consecutive night tours of fourteen (14) hours each, followed by four (4) consecutive days off, after which the foregoing schedule shall repeat itself.

- b. Call Back Time. All members of the Division of Fire Protection covered by this Agreement who after departing from their regularly scheduled shift, are officially ordered to and do report back to work for emergency service shall be compensated, at one and one-half times his regular hourly rate to the nearest half hour. Regardless of a lesser time actually worked, he shall receive compensation for a minimum of three (3) hours at this rate. However, a member may be relieved of said duty in less than three (3) hours and paid for time worked, if mutually agreed upon by the member and the officer in charge of the shift.
- c. Members of the Division of Fire Protection covered by this Agreement who perform authorized overtime work after their regular workday (8:00 am. to 6:00 p.m., or 6:00 p.m. to 8:00 a.m.) shall receive one and one-half times their hourly rate to the nearest half hour.. A reasonable time for clean-up shall be included in computing such overtime.
- d. The City shall establish four (4) overtime lists and furnish a copy to the President of Local 1080 along with posting a copy on the bulletin board in each Fire Station by the 5th of each month. All overtime assignments will be made in accordance with this list.

The following policies and procedures are effective immediately, as agreed upon, by the Office of the Chief of Newport Fire Department and members of Local 1080, International Association of Firefighters. Any other policy, procedure or past practice, relating to callback not here-in contained shall remain in effect

- 1. Calling for overtime will be done by the on duty Deputy Chief or his/her designee.

2. Callbacks will be made two (2) hours before the start of a shift, except in the case of an opening arising on an emergency basis (including, but not limited to, when an employee leaves work during his shift) employees will be ordered in from the "on-call shift."
3. When an employee is called for the purpose of being offered overtime and that person is not borne or no one answers, that will be regarded as a refusal of the overtime, and the hours will be charged to that employee's total.
4. When attempting to contact a Firefighter or Officer to assign overtime work, the City will make one (1) phone call to a number supplied by the Firefighter or Officer and if the Firefighter or Officer is not available immediately, or cannot be reached immediately, the City will call the man on the list with the next lowest amount of overtime hours.
5. Callback for four (4) hours or less may be filled from the on-call shift, without having to call the appropriate off-duty shift. At the end of the second night, to fill four hours or less, 0800-1200 hours, the shift officer may hire from the shift going off duty.
6. There will be advanced callback when available.
7. There will be primary days for each shift, i.e. the second (day and night) and the third (day and night) for filling advance callback.
8. Members shall be offered only one advanced callback slot per incident.
9. There will be primary days for each shift for regular callback (2nd day and night and 3rd day and night). When the primary shift cannot fill vacancies, then call the shift which is completely off duty next. Last, call on-call shift.
10. All callback slots will be filled in calendar order.
11. All members on light duty shall have the right to overtime where and when applicable.
12. There will be four (4) callback lists, one for each shift sorted by rank then seniority.

13. There shall be the following codes used for callback; (A) for Accepted, (B) for Busy, (X) for Refused (N) for Not at Home, and (0) for No Answer.
14. The following reasons shall also be acceptable reasons for refusing callback hours without being charged the appropriate hours; Details, twenty-four hours straight duty, Union business, Death in the family, Honor Guards, Exchange of Duty Fire Department business, Fire Department schools, and Fire Department seminars. When annual leave (AL) extends to days off, the individual is responsible to notify the on-duty shift supervisor or that individual is subject to callback.
15. The Captain Administrative Officer shall post each month, by the fifth (5th) day, the previous months callback sheet on the bulletin boards of all stations. All employees shall have the right to review the current overtime list as to how they have been charged for callback hours.
16. The Captain Administrative Officer shall maintain an up to date callback list, i.e. correct telephone numbers and addition of total hours. It shall be the responsibility of each employee to notify their superiors and the Captain Administrative Officer of any changes or corrections needed, i.e. telephone numbers and addition of hours.
17. When a person is transferred from one shift to another, they will be placed in their proper seniority order on their new shift and carry the hours they have earned from their last shift with them. When promotions occur, the hours will be adjusted to the highest number of hours for that rank on the respective shift. If a person temporarily fills a staff position and returns to his shift, he shall be given the average number of hours of his rank on that shift.
18. As of the year 1992, all callback hours will return to zero (0) on January 1st of each year.

19. Any Firefighter or Officer who, through administrative error, misses an overtime opportunity, shall be offered the next available overtime opportunity for their shift as the remedy. If the error occurs in the final two weeks of the calendar year, and the error is adjusted in the new calendar year, those hours shall be added to the previous calendar year.
20. If a Firefighter or Officer is the subject of disciplinary action, and ineligible for overtime assignment for a period of time, then upon termination of his ineligibility period, the Firefighter or Officer shall be credited with the highest amount of overtime hours as the Firefighter or Officer on top of the overtime list has. The disciplined Firefighter or Officer shall then be restored to the overtime list. Accreditation of hours shall not entitle the disciplined Firefighter to any compensation and shall be used solely as a means to restore the Firefighter or Officer to a position on the overtime list.
21. If a Firefighter or Officer is the last man to report off duty and his absence causes that platoon to fall below the minimum manpower strength of nineteen (19) men, the overtime assignment list of Firefighters shall be used to fill that vacancy. If an Officer is the last man to report off duty, and his absence causes the company or the platoon to fall below the minimum manpower strength allowed, the overtime assignment list for Officers shall be used to fill that vacancy. For the purpose of this Section, the term "last to report off duty" shall mean and include to go off duty on vacation, sick leave, military leave, or for any other reason.

Notwithstanding the above provisions of this paragraph to the contrary, the minimum manning per company/platoon per shift shall be eighteen (18) men assigned to the fire and rescue apparatus. The City is allowed to assign dispatch functions (currently

manned by line fire personnel who count towards minimum manning) to civilian personnel or to other administrative or fire prevention personnel.

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

ARTICLE 7 - NON-CIVIC DETAILS

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

Firefighters: One and one half times the top step firefighter's hourly rate, with a four (4) hour minimum.

Officers: One and one half times the top step firefighter's hourly rate plus one dollar (\$1), with a four (4) hour minimum.

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

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

ARTICLE 8 - HOLIDAY PAY

a. All members of the Fire Department for the City of Newport shall be entitled to twelve (12) paid holidays. The holidays are as follows:

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

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

b. Holiday pay is to be paid at the rate of one-fifth of their weekly salary, this pay to be received in the pay period that the holiday occurs.

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ARTICLE 9 - SALARIESEffective 01/01/2012 @ 2.75%

	A	B	C	D	E
<u>Firefighter</u>	<u>\$35,058.03</u>	<u>\$38,795.31</u>	<u>\$44,271.77</u>	<u>\$48,745.76</u>	<u>\$57,891.22</u>
<u>Lieutenant</u>					<u>\$62,587.07</u>
<u>Captain</u>					<u>\$68,958.45</u>
<u>Lieutenant Fire Alarm/Maintenance</u>					<u>\$68,460.34</u>
<u>Captain Administrative Officer</u>					<u>\$68,460.34</u>
<u>Captain Fire Inspection (effective 6/30/06)</u>					<u>\$69,843.09</u>
<u>Captain Fire Prevention</u>					<u>\$69,843.09</u>
<u>Captain/Superintendent of Fire Alarm</u>					<u>\$69,843.09</u>
<u>Deputy Chief</u>					<u>\$76,528.72</u>
<u>Fire Marshal</u>					<u>\$84,181.60</u>
<u>Senior Deputy Chief</u>					<u>\$78,059.34</u>

Effective 01/01/2013 @ 2.75%

	A	B	C	D	E
<u>Firefighter</u>	<u>\$36,022.13</u>	<u>\$39,862.18</u>	<u>\$45,489.24</u>	<u>\$50,086.27</u>	<u>\$59,483.23</u>
<u>Lieutenant</u>					<u>\$64,308.22</u>
<u>Captain</u>					<u>\$70,854.80</u>
<u>Lieutenant Fire Alarm/Maintenance</u>					<u>\$70,342.99</u>
<u>Captain Administrative Officer</u>					<u>\$70,342.99</u>
<u>Captain Fire Inspection (effective 6/30/06)</u>					<u>\$71,763.77</u>
<u>Captain Fire Prevention</u>					<u>\$71,763.77</u>
<u>Captain/Superintendent of Fire Alarm</u>					<u>\$71,763.77</u>
<u>Deputy Chief</u>					<u>\$78,633.26</u>
<u>Fire Marshal</u>					<u>\$86,496.59</u>
<u>Senior Deputy Chief</u>					<u>\$80,205.98</u>

Effective 12/01/2013 @ 2.75%

	A	B	C	D	E
<u>Firefighter</u>	<u>\$37,012.74</u>	<u>\$40,958.39</u>	<u>\$46,740.19</u>	<u>\$51,463.65</u>	<u>\$61,119.01</u>
<u>Lieutenant</u>					<u>\$66,076.69</u>
<u>Captain</u>					<u>\$72,803.31</u>
<u>Lieutenant Fire Alarm/Maintenance</u>					<u>\$72,277.43</u>
<u>Captain Administrative Officer</u>					<u>\$72,277.43</u>
<u>Captain Fire Inspection (effective 6/30/06)</u>					<u>\$73,737.27</u>
<u>Captain Fire Prevention</u>					<u>\$73,737.27</u>
<u>Captain/Superintendent of Fire Alarm</u>					<u>\$73,737.27</u>
<u>Deputy Chief</u>					<u>\$80,795.68</u>
<u>Fire Marshal</u>					<u>\$88,875.25</u>
<u>Senior Deputy Chief</u>					<u>\$82,411.64</u>

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

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

Column C represents the salary received after the second year.

Column D represents the salaries received after the third year.

Column E represents the salaries received after the fourth year for Firefighters and the Officers salaries.

- a. The Fire Chief may, at his sole discretion, select a Firefighter to act as his Administrative Officer. Said Administrative Officer will perform whatever administrative, clerical, housekeeping and firefighting duties as are assigned by the Chief. The working hours of the Administrative Officer will be determined by the Chief, but will not exceed forty (40) hours per week. The Fire Chief may, at his sole discretion, and without stating any reason, remove the Firefighter from the position of Administrative Officer at which time he will revert to his

previous position as a Firefighter. During the period of time that a Firefighter serves as Administrative Officer to the Chief, he shall have the rank of Captain-Administrative Officer to the Chief. However, his rank for promotion shall be his normal line rank. During the period of time that a Firefighter serves as Administrative Officer to the Chief, he shall be compensated at the rate of pay which appears in Column "E" of this Article 9, opposite the title "Captain-Administrative Officer".

- b. In addition to their weekly salary, all personnel assigned to a rescue wagon shall receive the sum of One Dollar and Seven Cents (\$1.07) for each hour of assignment.
- c. The City will grant an allowance to the Station #5 Lieutenant who is permanently assigned as the Station Officer, payable Seventy (\$70.00) Dollars bi-weekly while the employee holds that permanent rank at Station #5 in the annualized amount of One Thousand Eight Hundred Twenty (\$1,820.00) Dollars, provided however, this allowance shall not be paid to a Lieutenant on a rescue wagon operating out of Station #5 or to a Lieutenant for hours during which a Captain's position exists at Station #5 coinciding with hours of the Lieutenant's shift.
- d. All Employees who are EMT-A Certified shall receive Four Hundred Seventy (\$470.00) Dollars annually; employees who are EMT-A, ETI Certified shall receive Five Hundred (\$500.00) Dollars annually; employees who are EMT-A, D Certified shall receive Eight Hundred Forty (\$840.00) Dollars annually; employees who have an EMT-A, EMT-D, plus ETI Certification shall receive Nine Hundred (\$900.00) Dollars annually; and employees who are EMT-C Certified shall receive Eleven Hundred Seventy Five (\$1,175.00) Dollars annually, which shall increase to Twelve Hundred Twenty-Five (\$1,225.00) Dollars on 7/1/03, and Twelve Hundred Seventy-Five (\$1,275.00) Dollars on 7/1/04. All employees who are EMT-P Certified shall receive Fourteen Hundred Seventy Five (\$1,475.00) Dollars

annually. EMT pay shall be paid to those employees who qualified on the first payday in December of contract year.

ARTICLE 10 – LONGEVITY

All permanent Firefighters who have been Firefighters for the City for a period of seven (7) years, measured from the time of appointment as full-time Firefighter, shall receive in addition to their annual salary three (3%) percent of their annual salary as Longevity pay. Any Firefighter commencing with his eighth (8th) anniversary from his appointment shall receive three and five-tenths (3.5%) percent of their annual salary as Longevity pay. Any Firefighter commencing with his ninth (9th) anniversary from his appointment shall receive four (4%) percent of their annual salary as Longevity pay. Any Firefighter commencing with his tenth (10th) anniversary from his appointment shall receive four and one-half (4.5%) percent of their annual salary as Longevity pay. In addition to the above, each Firefighter shall receive one-half (1/2) of one (1) percent of his annual salary for each additional year of service in excess of ten years and up to and including the 30th year of service. When a Firefighter becomes eligible to receive Longevity pay at the beginning of the work period immediately succeeding the seventh (7th) year anniversary as a permanent Firefighter, at that time, his Longevity increment shall be added to his base pay and his weekly pay thereafter shall reflect the base pay plus the Longevity increment.

The Longevity pay rate table is as follows:

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

ARTICLE 11 - SICK LEAVE AND PERSONAL DAYS

- a. Each member of the Fire Department shall earn and be granted sick leave as follows: Each member of the Fire Department shall receive two (2) hours of sick leave for each weekly pay period which is 104 hours or 13 workdays annually except Firefighters on leave without pay. For the purpose of charging sick leave all work shifts shall be assumed to be an eight (8) hour shift.
- b. In Line Of Duty illness. Leave for line of duty illness shall be in conformity with Title 45-194 of the General Laws of Rhode Island and Title Three of the City Code of Ordinances, until the date of commencement of retirement benefits. Nothing in this paragraph (b) is intended to deprive employees of continuous payment for medical expenses arising out of their line-of-duty injury or illness as required by Title 45-19-1 of the General Laws of Rhode Island after retirement.
- c. Advanced sick leave, not to exceed twenty (20) workdays, shall be granted in accordance with Title Three of the City Code of Ordinances.
- d. Upon retirement, death, or voluntary termination (as to voluntary termination only after a minimum of ten (10) years service in the Department) the City shall pay the Firefighter for sixty-five (65%) percent of the Firefighters accumulated sick leave, based upon the Firefighters salary at retirement, death or voluntary termination.

In lieu of the foregoing, any employee may elect to have such unused accumulated sick leave credited as time served in the Department towards his retirement, provided that he gives written notice to the Department not less than ninety (90) days prior to the date of his intended earlier date of retirement.
- e. Whenever a Firefighter contracts a communicable disease and said Firefighter had during the incubation period immediately prior to the diagnosis of said communicable disease, while on

duty come in contact with a patient with said communicable disease, it shall be presumed that said disease was contracted while said Firefighter was on duty and shall be considered a line of duty illness, in accordance with Title 45-19-1 of the General Laws of Rhode Island, as amended, and Title Three of the City Code of Ordinances.

- f. If a Firefighter is injured in the line of duty, the Firefighter will have five (5) days from the date of the injury to report that injury to his supervisors.
- g. Personal Days. A Firefighter who has accumulated one hundred four (104) hours of sick leave shall be entitled to one (1) personal day, so-called. A Firefighter who had accumulated two hundred eight (208) hours of sick leave shall be entitled to two (2) personal days, so-called. Regardless of the amount of accumulated sick leave, a Firefighter shall not be entitled to more than two (2) personal days, so-called, during the fiscal accounting year of this contract. A Firefighter shall take his personal days, so-called, in accordance with the procedures established by the Chief of the Fire Department for sick leave. In no event, may a Firefighter use a personal day on the day of a holiday including Christmas Eve, New Year's Eve, or in conjunction with a scheduled vacation. For purposes of charging sick leave a personal day shall be charged at eight (8) hours.
- h. The City of Newport will take all reasonable measures to assure that hospitals, doctors, or other health care facilities to which persons so transported, will promptly notify the City when any person so transported is found to have a communicable disease. The City shall promptly advise the appropriate official of Local No. 1080 of any such information received.
- i. In addition to paragraph a. of this Article, all employees who are members of the Fire Department and on the payroll on July 1st, shall have added to their sick leave balance on the first regularly scheduled pay period following July 1, eight (8) additional hours .

ARTICLE 12 - ANNUAL LEAVE

- a. Each member of the Division of Fire Protection covered by this agreement shall earn and be granted annual leave as follows:

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

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

- b. The City agrees to furnish quarterly to the Secretary of the Union an up-to-date list of the balance of Annual and Sick Leave for all members of the bargaining unit. In lieu of this said list, the City may print said balance on the Firefighter/(Employee's) pay check..
- c. Firefighters shall be entitled to accumulate annual leave not to exceed three hundred sixty (360) hours.
 Effective July 1, 1991, Firefighters shall be entitled to accumulate annual leave not to exceed three hundred eighty (380) hours.
 Effective July 1, 1992, Firefighters shall be entitled to accumulate annual leave not to exceed four hundred (400) hours.
- d. At any time during the fiscal accounting year, Firefighters shall be entitled to sell back to the City a maximum of one hundred (100) hours of accumulated annual leave in increments of at least fifty (50) hours at a time. The hourly rate shall be computed on the base pay and longevity pay.
- e. Three men shall be allowed to be on annual leave per tour of duty if requests for such leave are made forty-eight (48) hours prior to taking annual leave, and provided that there will

always be at least two (2) station officers and one (1) Deputy Chief or Acting Deputy Chief on duty at all times. Men requesting leave for a full tour of duty will continue to be given preference. For the purpose of this section, a full tour of duty shall mean a full ten (10) hour day or a full fourteen (14) hour night .

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

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

f. Bereavement Leave

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

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

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

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

*Stepchildren shall be decided by Section g.

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

Brother-in-Law Sister-in-Law Aunt Uncle

3. Additional leave when required shall be charged to annual leave.

g. The City agrees to amend Title Three of the City Code of Ordinances so that, a Firefighter is permitted to take Bereavement Leave in accordance therewith for the stepchild. For purposes of Bereavement Leave, a stepchild is defined as a child of the Firefighter's spouse by a former marriage, and for whom the Firefighter has continuously supplied housing, clothing and food for a period of at least one (1) year prior to the death of the child. Continuous support shall consist of more than fifty (50%) percent of the stepchild's needs.

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

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

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

j. The Chief shall authorize (effective June 30, 2002, the word "shall" shall become "may") each shift to create its own policy for assignment of annual leave and holidays. Such policy

shall take effect upon a vote in favor of the policy by a majority of the shift and approval by the Chief. Such policy shall be effective for twelve (12) months.

ARTICLE 13 - CLOTHING ALLOWANCE

- a. The City shall not regulate the clothing worn to and from work, except that such clothing shall not be such as to bring discredit to the Division of Fire Protection.
- b. At roll call, at the beginning of each tour of duty, each Firefighter shall be in proper station uniform.
- c. The City shall supply a helmet, a pair of boots, a night hitch, and a protective coat for the use of each new Firefighter.
- d. The City shall replace the helmet, boots, night hitch, and a protective coat of a Firefighter if said gear is worn out, destroyed or stolen in the line of duty through no fault of the Firefighter. The Firefighter shall be responsible for the proper care of the gear. The gear shall be used only for authorized Fire Department activities. If a Firefighter leaves the Department, all such gear purchased by the City shall be returned to the City.
- e. A clothing allowance in the amount of Twelve Hundred (\$ 1,200.00) Dollars shall be paid to each member of the Division on or before September 1, of each contract year. In the case of probationary Firefighters, the sum of Twelve Hundred (\$1,200.00) Dollars shall be paid to said probationary men on completion of their probation and acceptance to the Department. Members are required to purchase work uniforms that meet the NFPA 1500 Standards no later than the date required by the Rhode Island State Laws. Effective July 1, 2003, the clothing allowance shall increase an additional Twenty-Five (\$25.00) Dollars. Effective July 1, 2004, the clothing allowance shall increase an additional Twenty-Five (\$25.00) Dollars.

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

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

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

As of the date of this Agreement and for the remainder of the term of this agreement only, the clothing allowance, payable to members pursuant to subsection (e) above, shall be reduced to \$625. If a high deductible Health Savings Account is adopted pursuant to the provisions of Article 14, subsection (a) during the term of this agreement, then the full clothing allowance provided for in subsection (e) above shall be reinstated after adoption of the same.

ARTICLE 14 - HEALTH AND DENTAL INSURANCE

a. Health Insurance

Family Health Coverage insurance shall be provided by the City to Firefighters, except in the case of Firefighters who are unmarried and without children entitled to be covered by the Health Care Insurer, will be provided individual coverage.

As of June 30, 2006, the City shall adopt a base health insurance plan similar to the Healthmate Coast-to-Coast plan coverage and network then existing, including however effective 9/13/2007 a \$250 hospital facility deductible, a \$15 co-pay for office visits; a \$25 co-pay for specialists and urgent care providers; a \$75 co-pay for emergency room visits; and

a prescription drug plan with a 20% employee co-pay, with a cap of \$600. The City shall reimburse a firefighter the sum of \$150 per deductible for any firefighter who incurs a \$250 physician-referenced hospital facility outpatient treatment deductible. The health plan shall also include such provisions which may be required by law pursuant to the Affordable Care Act of 2010. Pursuant to the provisions of section 28-7-49 of the General Laws of Rhode Island, 1956, as amended, the technical qualifications of the healthcare benefit plan set forth in this agreement shall not be construed to identify an exclusive provider of such healthcare services or be interpreted or construed to require such services to be procured from a specific provider.

As of 9/13/2007, all active firefighters shall contribute 1% of their base salary and longevity pay towards the cost of their health insurance for single coverage and 2% of their base salary and longevity pay for the cost of their health insurance for family coverage. Firefighters who retire as of 9/13/2007 shall pay 1% of their pension or retirement pay towards the cost of their health insurance in retirement. In no case shall the contribution by the active or retired firefighter exceed 10% of the premium cost in a given year for the coverage provided. Said contributions shall be made by way of payroll deduction or periodic deduction in pension or retired pay.

As of the date of the signing of this Agreement, all active firefighters shall contribute two percent (2%) of their base salary and longevity pay towards the cost of their health insurance for single coverage and four percent (4%) of their base salary and longevity pay for the cost of their health insurance for family coverage. Firefighters who retire after thirty (30) days from the date of this Agreement, shall pay two percent (2%) of their pension or retirement pay towards the cost of their health insurance in retirement. Said contributions shall be made by way of payroll deduction or periodic deduction in pension or retired pay.

An employee opting for a Plan that is more expensive than the base plan however, shall pay the difference in the premium cost via payroll deduction.

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

Employees retiring on or after July 1, 1999, shall be entitled to receive the same health care coverage as is available to active Firefighters, provided that all retirees upon reaching the age of sixty-five (65) shall receive Blue Cross Plan 65 with the Managed Benefit Program, and the deductible at One Hundred (\$100.00) Dollars, as of 7/1/2011 the Plan 65 Medicare Waiver Plan, or similar coverage from another provider so long as this coverage is less expensive to the City than maintaining the same coverage as for active employees.

Notwithstanding any other provisions in this Agreement to the contrary, members hired after 7/1/11, if otherwise eligible, shall not be entitled to any medical insurance coverage from the City once they reach age 65 and will not be entitled to medical insurance coverage after retirement or separation from service before age 65 until they reach age 58 or have completed 30 years of service except as may be otherwise provided for in section 45-19-1 of the General Laws of Rhode Island, 1956, as amended.

After one year from the date of this agreement, the parties agree to reopen negotiations and bargaining, limited however to the adoption of a high deductible health savings account and the terms and conditions of the same, in place of the base health insurance plan to be provided by the City pursuant to the terms hereof.

- b. Members of the Fire Department who have retired after July 1, 1987, with at least twenty-five (25) years of service or who are retired because of physical or mental incapacity and who have served less than twenty-five (25) years shall be entitled to full medical benefits,

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

<u>Years of Service</u>	<u>City Share Premium</u>	<u>Retiree Share of Premium</u>
10	40%	60%
11	44%	56%
12	48%	52%
13	52%	48%
14	56%	44%
15	60%	40%
16	64%	36%
17	68%	32%
18	72%	28%
19	76%	24%
20	80%	20%
21	84%	16%
22	88%	12%
23	92%	8%
24	96%	4%
25	100%	

For all members retiring on or after 9/13/2007, in addition to the above schedule of costs, the member shall pay also one percent (1%) of his/her retirement or pension pay towards the cost of health insurance and for members retiring after thirty (30) days from the date of this Agreement, the member shall pay two percent (2%) of his/her retirement or pension pay in addition to the above costs for health insurance.

Notwithstanding the provisions of the above schedule to the contrary, no firefighter retiring on or after 9/13/2007 shall contribute less than the amount required under subsection (a) of this article.

c. Delta Dental Insurance

Family Dental Coverage Insurance shall be provided by the City to Firefighters except in the case of Firefighters who are unmarried and without children who are entitled to be covered by the Health Care Insurer, will be provided individual coverage. This dental insurance shall be "Delta Dental Program Levels One, Two, Three, and Four or similar coverage from another provider which coverage shall be paid by the City.

The above coverage shall be available to retired members of the Newport Fire Department provided that said retired members pay full cost, and only under the guidelines set forth in the July 6, 1995 letter to the City, and only if Delta Dental or other provider can establish a premium for retirees which will not impose any additional cost on the City.

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

- d. Effective July 1, 1986, any employee who dies while a member of the Fire Department, or who has been placed on pension and dies, his widow shall receive the same medical coverage that he received. The full cost shall be paid by the widow.
- e. Any active employee who is eligible for health insurance from the City of Newport may exercise the option in writing forty-five (45) days prior to the beginning of the fiscal year to decline any form of health insurance coverage from the City. Should this waiver of health care coverage be opted for by the employee, a payment of One Thousand (\$1000) Dollars

shall be made to the employee. Payment shall be made to the employee at the time the City makes its health insurance payment for all employees.

ARTICLE 15- UNION DUTIES - TIME OFF

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

ARTICLE 16 - PERSONNEL REDUCTION

a. In the case of reduction in the personnel of members of the Division of Fire Protection or the Fire Department of the City of Newport, the Firefighter with the least seniority shall be laid off first. Time in service in the Fire Department, City of Newport, shall be given the utmost consideration.

No new Firefighter shall be hired until all the Firefighters that were previously laid-off in personnel reductions have first been given the opportunity to return to his position and work within the Fire Department, City of Newport.

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

c. Firefighter(s) who are eligible for recall shall be given thirty (30) calendar days notice of recall. Notice of recall shall be sent to the Firefighter by certified or registered mail with a

copy to the Bargaining Agent, provided that the Firefighter must notify the Personnel Director of the City of Newport of his intention to return within fourteen (14) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address provided by the Firefighter, it being the obligation and responsibility of the Firefighter to provide the City with his latest mailing address.

ARTICLE 17 - RULES AND REGULATIONS

All members of the Division of Fire Protection covered by this Agreement who have not received a copy shall be furnished with a complete set of the Revised Rules and Regulations governing the Division of Fire Protection as soon as possible.

ARTICLE 18 - GRIEVANCE PROCEDURE AND ARBITRATION

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

In the event of disciplinary action or interpretation of this agreement, the following steps shall be used:

STEP 1: The Firefighter or Firefighters involved and/or Bargaining Agent Representative would meet with the Supervisor, Officers or Deputy Chief, immediately to attempt to resolve the grievance. This step would be done within twenty (20) calendar days of the disciplinary action or other grievance.

STEP 2: If the grievance is not resolved by the meeting in Step 1, then within twenty (20) calendar days of the meeting in Step 1, the Firefighter(s) and/or Bargaining Agent Representative shall submit the grievance in writing to the Fire Chief. The acting supervising Officer or Deputy Chief will be required to file an explanation in writing of his reasons for the action. The Fire Chief will have twenty (20) calendar days to make a decision on the grievance submitted. The decision will be in writing and will be submitted promptly to all parties in interest.

STEP 3: If in the judgment of the Executive Committee of Local 1080, the nature of the grievance justifies further action, it shall, through the President and Executive Committee of Local 1080, present the grievance within twenty (20) calendar days to the City Manager. This grievance shall be in writing. The City Manager may arrange a meeting to discuss the grievance with all parties in attendance. Within twenty (20) calendar days from the submission of the grievance, the City Manager will be required to render his decision. The decision will be in writing and will be submitted promptly to all parties in interest.

Within twenty (20) calendar days of the receipt of the written decision of the City Manager, if Local 1080 is not satisfied with the decision they may submit the grievance to Arbitration by referring the matter to the American Arbitration Association. The matter may be submitted by Local 1080 or the City. Arbitration will be held under voluntary rules of arbitration of the American Arbitration Association.

The decision of the Arbitrator shall be final and binding on all parties. The expense of the Arbitration procedure shall be shared equally by the City and Local 1080. The Arbitrator shall have no power to add, delete, or modify any of the terms or provisions of the Agreement.

If the grievance involves the interpretation, meaning or application of any of the terms of this Agreement, the grievance may be submitted by Local 1080 immediately to the City Manager without following Steps 1, 2 and 3 as above.

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

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

All proceedings may be private and any disposition shall not be made public without the agreement except as otherwise mutually agreed, an arbitrator selected according to the foregoing procedures shall hear and decide one grievance and one grievance only.

Nothing herein contained shall prevent Local No. 1080 from submitting a grievance on behalf of any Firefighter or Firefighters, or on its own behalf. In such case, the grievance shall be reduced to writing within thirty (30) days of its alleged occurrence, and shall be disposed of under the foregoing procedure, commencing with STEP 2 thereof. If any required decision is not rendered within the specified time limits, the grievance may be referred directly to Arbitration.

ARTICLE 19 - ANTI-STRIKE PROVISION

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

ARTICLE 20 - REIMBURSEMENT FOR EDUCATION

- a. The City will pay for courses relating to a Fire Science Degree, Management, and courses relating to computers and architecture which have been approved by the Chief, that approval not being unreasonably withheld, taken by a member of the Fire Department at the time of registration. The City shall also pay for attendance at seminars related to Firefighting Rescue, and mandatory training for personnel holding special licenses issued by the state of Rhode Island, which shall be limited to EMT and Assistant Deputy State Fire Marshal licensure, which attendance has been approved by the Chief, that approval not being unreasonably withheld.
- b. A minimum of Seven Thousand Five Hundred (\$7,500.00) Dollars per year will be budgeted for education provided said funds should be used for Fire Science courses. In the event that the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars is insufficient to pay the cost of the tuition and the books incurred by the members of the Newport Fire Department, then the City shall pay any deficiency up to a maximum education expenditure of Fifteen Thousand (\$15,000.00) Dollars. On July 1, 2004, the amounts will be Ten Thousand (\$10,000.00) Dollars to a maximum education expenditure of Twenty Thousand (\$20,000.00) Dollars.

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

ARTICLE 21 – PENSION

- a. The Joint Committee of Local No. 1080, International Association of Firefighters, AFL-CIO, and the City shall be continued in effect to review all aspects of the Newport Fire Pension System.
- b. All firefighters shall contribute eight (8%) percent of their salary to be allocated for pension purposes as follows:
 1. Firefighters hired before July 1, 1984:
One half of the contribution shall be allocated to the Pension Fund. The remaining one half of the contribution shall be added to and remain part of the principal of said pension funds, which shall be withheld weekly and paid to the sinking fund under the provisions of Section 5.1 of Chapter 110, P.L. 1957, and Chapter 1515, P.L. 1944, State of Rhode Island, General Laws.
 2. Firefighters hired after July 1, 1984:
The full contribution shall be added to and remain part of the principal of said pension funds, which shall be withheld weekly and paid to the sinking fund under the provisions of Section 5.1 of Chapter 110, P.L. 1957, and Chapter 1515, P.L. 1944, State of Rhode Island, General Laws.
 3. As of the date of this Agreement, the above contribution by firefighters shall be increased to nine percent (9%).
- c. Section 7 of Chapter 110, P.L. 1957, as amended, State of Rhode Island, entitled "An Act to Establish a Pension Fund and Retirement System for the Fire Department of the City of Newport, RI." is amended to read as follows:
“(3) Members of said department who are retired because of physical or mental incapacity and who have served less than twenty-five (25) years on the department shall receive as a pension twenty-five percent (25%) of the regular annual salary for said position from which they retired

as, the said salary for said position is determined at the beginning of each fiscal year, if they have served ten (10) years or less. If said members have served ten (10) years, said members shall receive as a pension twenty-five (25%) percent of the regular annual salary for the position from which they retired, as the said salary for the said position is determined at the beginning of each fiscal year, plus two and one-half (2-1/2%) percent of said salary for each completed year of service over ten (10) years up to a maximum of twenty-five (25) years of service."

For any member who retires or separates from service on or after thirty (30) days from the date of this Agreement, and is eligible to receive pension benefits pursuant to this subsection (c), the salary for the position for the purposes of calculating pension benefits shall be the regular annual salary for the position from which the member retired at the time of retirement or separation. Such member shall receive annual cost of living adjustments which shall be equal to the Bureau of Labor Statistics CPI for Northeast Urban Wage Earners but in no event be higher than 3% nor lower than 0.5%. Said adjustments shall take place on July 1st of each year starting on 7/1/2012 and apply the preceeding March annual CPI as of March 31. For any member who has not reached the first year anniversary from the date of their retirement by the next July 1st thereafter, they shall receive a pro rata share of any adjustment to be provided thereon based on a 365-day calendar year.

- d. "An Act to Establish a Pension Fund and Retirement System for the Fire Department of the City of Newport, Rhode Island" is amended to read as follows:

"Members of the Fire Department, who have been placed on the retired rolls after having served twenty-five (25) years on the Department, shall receive as a pension fifty-five (55%) percent of the regular annual salary for the position from which they retired as salary for said position is determined at the beginning of each fiscal year; provided, however, members of the fire department who have been placed on the retired rolls on or after July 1, 1977, after having served twenty-five (25) years on the department, shall receive as a pension fifty-five

(55%) percent of the regular annual salary, including the longevity increment for the position from which they retired, as salary for said position is determined at the beginning of each fiscal year; provided, further, however, active members of the Fire Department as of July 1, 1977, after having served twenty-five (25) years on the Department shall receive as a pension after July 1, 1978, sixty percent (60%) of the regular annual salary, including the longevity increment, for the position from which they retired, as salary for said position from which they retired, as salary for said position is determined at the beginning of each fiscal year." Provided further, however, active members of the Fire Department who retire after July 1, 1991, after having served twenty-five (25) years on the department shall receive as a pension sixty-two and one-half (62-1/2%) percent of the regular annual salary, including the longevity increment for the position from which they retired, as salary for said position from which they retired, as salary for said position is determined at the beginning of each fiscal year."

- e. Subsection d, of Section 16 of the Pension Plan shall be deleted, and subsection c, of Section 16 of the Pension Plan shall be amended to read as follows:

"If member dies without leaving a widow, but with a dependent child or children surviving him, or if he dies leaving a widow, and the widow subsequently dies, or if he leaves a widow and the widow remarries, such child or children shall receive in the aggregate each year, the amount the widow would have received if she survived or not remarried. If there is more than one child, the survivor's benefit shall be reduced proportionately as each child reaches the age of eighteen (18) years."

- f. For purposes of the pension, stepchild is defined as a child of the Firefighter's spouse by a former marriage and for whom the Firefighter has continuously supplied housing, clothing

and food for a period of at least one (1) year prior to the vesting of the pension benefits. Continuous support shall consist of more than fifty percent (50%) of the stepchild's needs.

g. Effective July 1, 1983, all employees shall be vested in pension system after completing ten (10) years on the Department said member shall receive, as a pension for the position from which they retired, two and one-half (2-1/2%) percent of said salary for each completed year of service on the department, including their probationary time and shall be allowed to collect their pension following the first (1st) day they would have completed twenty-five (25) years of service on the Department.

h. Effective July 1, 1989

Members of the Fire Department, after having served between twenty (20) and twenty-one (21) years on the Fire Department shall receive as a pension fifty (50%) percent of their regular annual salary including longevity, twenty-one (21) years on the Fire Department shall receive as a pension fifty-two (52%) percent of their regular annual salary including longevity, twenty-two (22) years on the Fire Department shall receive as a pension fifty-four (54%) percent of their regular annual salary including longevity, twenty-three (23) years on the Fire Department shall receive as a pension fifty-six (56%) percent of their regular annual salary including longevity, and twenty-four (24) years on the Fire Department shall receive as a pension fifty-eight (58%) percent of their regular annual salary, including longevity. Members who serve more than twenty-five (25) years on the Fire Department Shall receive a pension provided for in Sub-Section d. of this Article.

i. Effective July 1, 1992

Any active members of the Fire Department who retire after July 1, 1992, after having served twenty-five (25) years on the Fire Department shall receive as a pension sixty-five (65%)

percent of their regular annual salary including longevity increments, for the position from which they retired, as salary for said position from which they retired, as salary for said position is determined at the beginning of each fiscal year; twenty-six (26) years on the Fire Department shall receive as a pension sixty-six (66%) percent of their regular annual salary including longevity increments, for the position from which they retired, as salary for said position from which they retired, as salary for said position is determined at the beginning of each fiscal year; twenty-seven (27) years on the Fire Department shall receive as a pension sixty-seven (67%) percent of their regular annual salary including longevity increments, for the position from which they retired, as salary for said position from which they retired, as salary for said position is determined at the beginning of each fiscal year; twenty-eight (28) years on the Fire Department shall receive as a pension sixty-eight (68%) percent of their regular annual salary including longevity increments, for the position from which they retired, as salary for said position from which they retired, as salary for said position is determined at the beginning of each fiscal year; and twenty-nine (29) years on the Fire Department shall receive as a pension sixty-nine (69%) percent of their regular annual salary, including longevity increments, for the position from which they retired, as salary for said position from which they retired, as salary for said position is determined at the beginning of each fiscal year. Members who serve more than thirty (30) years on the Fire Department shall receive as a pension seventy (70%) percent of their regular annual salary including longevity increments for the position from which they retired, as salary for said position from which they retired, as salary for said position is determined at the beginning of each fiscal year.

Effective 7/1/2011, the pension benefit hereunder payable to active members who retire after thirty (30) days from the date of this Agreement after 25 years of service shall be based on the above applicable percentages of salary with the salary determined to be the regular annual salary including longevity increments for the position from which they retired at the time of their retirement. Such members shall receive annual cost of living adjustments which shall be equal

to the Bureau of Labor Statistics CPI for Northeast Urban Wage Earners but in no event be higher than 3% nor lower than 0.5%. Said adjustments shall take place on July 1st of each year starting on 7/1/2012 and apply the preceeding March annual CPI as of March 31. For any member who has not reached the first year anniversary from the date of their retirement by the next July 1st thereafter, they shall receive a pro rata share of any adjustment to be provided thereon based on a 365-day calendar year.

- j. Notwithstanding any other provisions contained in this agreement to the contrary, all members hired on or after 7/1/2011 shall not be entitled to collect any pension or retirement benefits allowed or provided for in this Article 21, except as may be provided for in subsection (c), until they have attained the age of 58 or have completed 30 years of service and except as may be also otherwise provided for in Chapter 19 of Title 45, General Laws of Rhode Island 1956 as amended.
- k. Effective July 1, 2002, all pensions for retired members or their widows if the retired member has deceased, shall be no less than Five Thousand Dollars (\$5,000.00) per year. However, this provision shall apply only to those pensions received by retired members or their widows in the case of the death of a retired member when the retired member retired before July 1, 2002. This provision shall also not apply to pension amounts received by children pursuant to Article 21, paragraph (3) of this Agreement, by ordinance or otherwise.

ARTICLE 22 - FOOD AND RELIEF AT LONG FIRES

In the event of prolonged fires or other emergencies when Firefighters are required to work a period of two (2) hours past their normal eating hours, provisions shall be made to feed said Firefighters, unless it is impossible for Firefighters to be allowed to leave the scene, or take time to eat at the scene because of the nature of the emergency. The provision for feeding the Firefighters shall be made either by relieving them from the scene to be fed, or by bringing food,

i.e. sandwiches and beverages to the scene of the emergency. Nothing in this Article shall be construed to relieve a Firefighter from performing his assigned duties.

ARTICLE 23 – SUBSTITUTION

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

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

ARTICLE 24 - LEGAL EXPENSES

The City of Newport will provide legal representation from the office of the City Solicitor for all members of the Fire Department who are sued for actions taken during the course of their employment, and will pay any judgment rendered in such legal action against the Firefighter. The City of Newport, however, reserves the right to decline to provide legal representation or pay said judgment for any member of the Fire Department where the City determines that the Firefighter

exceeded the scope of his employment. The City's determination is subject to the individual Firefighter's rights to pursue all appropriate grievance procedures afforded him by Fire Department regulations, City Ordinances and State Laws.

ARTICLE 25 – NEPOTISM

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

ARTICLE 26 - LIFE INSURANCE

The City shall provide One Hundred Thousand (\$100,000.00) Dollars life insurance protection for each member of the Division of Fire Protection of the City of Newport with a reputable Life Insurance Company doing business in the United States of America.

WITNESSED/APPROVED

DATE: _____

DATE: _____

CITY OF NEWPORT, RHODE ISLAND

BY: _____

Stephen C. Waluk, Mayor

LOCAL NO. 1080, IA.FF, AFL-CIO

BY: _____

David Hanos, President

CITY OF NEWPORT, RHODE ISLAND

RESOLUTION

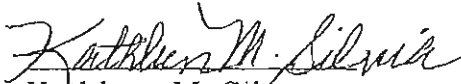
OF THE
COUNCIL

No 2011-212

RESOLVED: That the Agreements between the City of Newport and the IAFF Local 1080 for the period from July 1, 2005 through June 30, 2011 and from July 1, 2011 through June 30, 2014, are hereby approved and the Mayor is authorized to sign said Agreements on behalf of the City of Newport subject to favorable review by the City Solicitor.

IN COUNCIL
READ AND PASSED

July 27, 2011



Kathleen M. Silva
City Clerk