

A G R E E M E N T

By and Between

TOWN OF PORTSMOUTH

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

LOCAL 1949 – FIREFIGHTER 4TH CLASS/DISPATCHERS

July 1, 2019 to June 30, 2022

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AGREEMENT

Pursuant to the provisions of Title 28, Chapter 9.01 of the General Laws of the State of Rhode Island, 1956, as amended, entitled “firefighters arbitration” this contract is made and entered into as of the 1st day of July, A.D. 2019, by and between the TOWN OF PORTSMOUTH and LOCAL 1949, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO.

ARTICLE I. GENERAL

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

ARTICLE II. RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for all permanent Firefighter 4th Class/Dispatchers of the Portsmouth Fire Department (who shall be referred to as FF/Dispatcher in this agreement), for the purpose of collective bargaining relative to wages, salaries, hours and working conditions. The rights of the Town of Portsmouth and employees covered by this Agreement shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

ARTICLE III. UNION SECURITY

- A. Any FF/Dispatcher of the Portsmouth Fire Department who is a member of the Union as of the effective date of this Agreement, and any FF/Dispatcher of the Fire Department who becomes a member of the Union during the term of this Agreement shall remain a member of the Union for the duration of this Agreement.
- B. The Town agrees not to discriminate against any FF/Dispatcher in any way for membership in the Union or because of activities conducted in such a manner as not to interfere with the public safety responsibilities of the Fire Department.

ARTICLE IV. DUES DEDUCTION

The Town agrees to deduct Union dues upon receipt of authorization cards from FF/Dispatchers of the Union who decide to have the Town deduct such dues, which authorization shall be irrevocable during the term of the contract. The Town shall forward to the Treasurer of the Union dues deductions by the 15th of the month following the month of deduction. The Union shall indemnify the Town and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Town for the purpose of complying with the provisions of this Article.

ARTICLE V. NO STRIKE CLAUSE

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

ARTICLE VI. MANAGEMENT RIGHTS

“The Town shall retain the right to issue rules and regulations as provided by law including, but not limited to, the right to direct, supervise, hire, promote, discharge, suspend, discipline, transfer, assign and schedule employees.”

Probationary FF/Dispatchers, during their first twelve (12) months of employment, can be discharged without cause. Permanent FF/Dispatchers (after 1-year employment) can be discharged for just cause. It is agreed upon that, if a FF/Dispatcher is absent from duty, the FF/Dispatcher position will be first filled by a permanent FF/Dispatcher. If one does not want the available shift, then it is offered to a permanent firefighter, then permanent Lieutenants and then permanent Captains. This would be a voluntary overtime and, as such, would be compensated at a rate according to the Local 1949

Firefighter's CBA. If no permanent Firefighter, Lieutenant or Captain is available or does not want to fill the shift, then a permanent or probationary FF/Dispatcher will be ordered in to fill the shift.

ARTICLE VII. LEAVE OF ABSENCE

A leave of absence may be granted by the Town Council but shall be without compensation. A leave of absence of over six (6) months duration shall be considered a break in employment and upon return to work, the FF/Dispatcher shall have the status of a Probationary FF/Dispatcher.

ARTICLE VIII. SICK LEAVE, BEREAVEMENT LEAVE, LIGHT DUTY, ETC.

A. Sick Leave:

Any FF/Dispatcher of the Fire Department covered by this Agreement shall be entitled to sick leave at the rate of 5 hours for each full calendar month of service totaling 60 hours/12 months in year 1 of the agreement.; provided, however, that such benefit shall not accrue in excess of sixty (60) days. An employee on sick or injury leave shall remain at his/her residence, except that the employee may depart his/her residence to receive medical treatment, to secure drugs from a pharmacy or for other reasons deemed appropriate by the Department so long as the employee advises his/her superior of his/her planned departure; provided, however, nothing herein contained shall be interpreted to prevent an employee from departing his/her residence as part of his/her therapy or convalescence as prescribed by his/her physician (subject to review by Town appointed physician at Town's expense). If an absence is for other than treatment, therapy, or to secure prescribed drugs, approval of the on-duty Shift Commander or Chief in advance must be obtained. Should the employee leave his/her residence without providing notice of such departure, and securing the superior's approval, where necessary, he/she shall be denied sick or injury leave.

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

Excluded Illnesses

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

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

a. Personal illness or physical incapacity not connected with the employee's service in the Fire Department, to such an extent as to render said employee unable to perform the duties of his/her present position. When a member is out on sick leave, he/she must leave a telephone number where he/she can be reached.

b. Enforced quarantine when established and declared by the Department of Health or qualified physician for the period of such quarantine only.

c. Illness of a member of the immediate family of the employee, living in the home of the employee when the presence of the employee is required on account of said illness. The employee shall furnish satisfactory proof of illness and of the need for attending to the member of the immediate family. Leave shall be denied in the absence of such proof. Leave taken for this reason shall be deducted from sick leave herein provided, shall not exceed five (5) working days in any fiscal year and shall be non-cumulative from year to year.

B. Bereavement Leave

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

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

son-in-law, step-child and step-parent, or otherwise as determined by the Fire Chief. The Employee shall furnish evidence of death and attendance at funeral, if requested by the Town. In the event of the death of an aunt or uncle of a member of the Fire Department covered by this agreement, said member shall be authorized to receive two (2) working days with pay as bereavement leave.

b. In the case of death of relatives other than as provided in Paragraph a. above, such leave of absence with pay shall be for such period as may be granted, in writing, at the discretion of the Fire Chief.

C. Sick Leave Bank

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

ARTICLE IX. INJURY OR ILLNESS IN LINE OF DUTY

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

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

The Town reserves the right to require any private employer to pay to the Town or to reimburse the Town the cost to the Town for insuring the Town’s liability under the foregoing paragraph. The decision to insure or not shall be solely that of the Town.

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

Temporary Disability Insurance (TDI)

All active members of the bargaining unit will have the option of being enrolled in the State of Rhode Island Temporary Disability Insurance Program. The employee will be responsible for all costs associated with TDI insurance. The Town will facilitate payroll deductions for TDI and payment to the RI Division of Taxation

ARTICLE X. TIME OFF WHILE PERFORMING UNION DUTIES

FF/Dispatchers of the Portsmouth Fire Department covered by this Agreement who are officers of the Union, or members of the Union's Negotiating Committee (not to exceed one [1]) shall be allowed reasonable time off for official Union business with the Town for the purpose of attending collective bargaining sessions, grievance hearings or arbitration matters without loss of pay and without the requirement to make up such time.

ARTICLE XI. MINIMUM MANPOWER

- A. It shall be the responsibility of the Chief or Shift Commander to maintain one (1) FF/Dispatcher on duty on each shift.
- B. Swap Leave – Any FF/Dispatcher of Local 1949 may “swap” shifts with another employee of the same classification with the approval of the OIC in the group the swap is taking place. Swaps are at no cost to the Town.

ARTICLE XII. TRAINING

The Fire Chief and the Union agree that there may be specialized training that FF/Dispatchers need to attend, during these times the Union agrees to work jointly with the Fire Chief to facilitate the training. FF/Dispatchers will also be included in typical firefighter/EMS training whenever possible. Training may occur anytime during the day and/or the evening hours of 1800-2200. They may be required to attend mandatory training during their off-duty time.

ARTICLE XIII. DUTIES

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

ARTICLE XIV. RULES AND REGULATIONS

All members of the Fire Department covered by this Agreement shall receive a copy of the Rules and Regulations and Standard Operating Policies of the Fire Department. Each new FF/Dispatcher of the Fire Department shall receive a copy of the Rules and Regulations before he/she reports for his/her first tour of duty.

ARTICLE XV. HOURS

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

ARTICLE XVI. OVERTIME PAY

FF/Dispatchers of the Fire Department who are required to work fifteen (15) minutes or more beyond or outside of their regular shift shall be paid at the rate of time and one-half (1 1/2) their respective hourly rate for any and all work performed beyond their regular scheduled work. Any time worked in any hour beyond the original fifteen (15) minute period shall be considered as one (1) full hour of work for the overtime pay provisions hereinbefore set forth. The Town of Portsmouth shall make every reasonable effort to include in each paycheck any overtime pay to which the employee is entitled.

ARTICLE XVII. CALL BACK PAY

FF/Dispatchers of the Fire Department who are called back for emergencies or other duty shall be compensated at 1 1/2 times their regular hourly rate. The Town of Portsmouth shall make every effort to include in each paycheck any call back pay to which the employee is entitled for the preceding pay period.

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

ARTICLE XVIII. PAID HOLIDAYS

In addition to their normal rate of pay, FF/Dispatchers of the Fire Department covered by this Agreement shall be granted pay, equal to one-half their hourly (1/2) rate when they work on the following Holidays (between 0800 of the holiday thru 0800 the following morning):

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

ARTICLE XIX. VACATIONS - ANNUAL LEAVE WITH PAY

A. Civilian Dispatchers shall have the following vacation (annual) leave schedule.

- 1 year to 4 years = (2-48-hour weeks)
- 5 years to 9 years = (3-48-hour weeks)
- 10 years to 14 years = days (4-48-hour weeks)
- 15+ years = 20 days (5-48-hour weeks)

Only one FF/Dispatcher may be on vacation in any given week. Vacations will be selected by seniority. If a "short" week is selected, the member will be able to select a shift in another available week, totaling 48 hours for the "week" of vacation.

B. All FF/Dispatchers can sell back a maximum of five (5) vacation and/or sick days annually each fiscal year.

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

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

The Town shall furnish the Union an annual leave roster listing the FF/Dispatchers by seniority showing the amount of annual leave to which each employee is entitled. The Chief and the Union will annually set the vacation selection list and time-line employees must select vacation after the annual bid meeting. Vacations may be taken by the employee in accordance with his/her desires. Vacations shall be scheduled July 1st to June 30th of the following year. Leave (vacation) time shall not be accumulative beyond said twelve (12) working days except where illness makes it impossible for employees to take said leave within the year.

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

There shall be a maximum of one (1) FF/Dispatcher from each platoon allowed on vacation at the same time. The Chief has the discretion to deny scheduled or short notice vacation leave when there is a declared emergency by the Chief.

ARTICLE XX. CLOTHING MAINTENANCE ALLOWANCE

Effective July 1, 2020 Each FF/Dispatcher of the Fire Department shall receive annually the sum of five-hundred dollars (\$500) for a clothing allowance which shall be paid in the first paycheck during the month of July. The foregoing allowance shall be for standard work uniforms, and other clothing or equipment that shall be required shall be provided by the Town or Chief.

FF/Dispatcher uniforms will follow the Portsmouth Fire Department uniform policy.

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

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

ARTICLE XXI. INSURANCE

- A. The Town will provide the following health insurance, single or family coverage as appropriate, to all active, full-time firefighters within the Department: High Deductible Health Savings Account Plan with student rider to age 25, unless otherwise required by law. The Town will also provide Dental Insurance and Vision Care.
- B. The Town will provide reimbursement of up to \$ 150.00 annually for eye glasses and lenses per family member to an annual maximum per family of \$1000.00. The Town shall have the option of providing health and dental insurance through a different health insurance carrier or may self-insure portions thereof, provided that said alternate health insurance carrier provides the same health insurance coverage as herein mandated with a substantially similar provider network and employee administrative burden. The Town shall seek the consent of the Union prior to entering into a contract with an alternate health insurance carrier which said consent shall not be unreasonably withheld. The Union and the Town shall cooperate in the development of educational efforts which will provide information to employees about cost effective health care usage and coverage alternatives.
- C. For employees who elect family health insurance coverage, the Town shall contribute to their Health Savings Account (HSA) as follows: effective 1 July 2019, \$500 per year. For employees who elect single health insurance coverage, the Town shall contribute to their Health Saving Account (HSA) as follows: effective 1 July 2019 \$ 250.00. The employee is entitled to contribute or not contribute to his/her HSA account as defined by the IRS. The employee is responsible for the annual deductible amount of \$4,000 for a family plan and \$2,000 for a single

plan. If the HSA account has insufficient funds at the time a deductible amount is owed, the employee must make up any difference

- D. Any employee who opts not to take Town provided health insurance coverage will be compensated five-thousand dollars (\$5,000) annually if the employee would have required a family plan, otherwise the employee will receive two thousand five-hundred dollars (\$2,500), which will be paid in the last pay period in June. Employees who wish to re-enroll in the Town provided health insurance plan may only do so on July 1st unless there is a qualifying event which causes them to lose their alternate coverage during the year. If there is a qualifying event, proof of coverage termination must be provided to the Personnel Office. If an employee re-enrolls in the Town provided health insurance plan other than during open enrollment in July, he/she shall receive pro-rated waiver of premium compensation in the last pay period in June.

The Town shall provide to all permanent FF/Dispatchers of Local 1949 a group term life insurance policy with a double indemnity provision in the amount of Fifty thousand dollars (\$50,000).

ARTICLE XXII. DETAILS TO OTHER DEPARTMENTS PROHIBITED

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

ARTICLE XXIII. SENIORITY

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

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

maintained on the bulletin board of the Fire Station for the benefit of all employees and all future seniority questions shall be resolved in accordance therewith.

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

A. SALARIES

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

Rank (per hour rates)		9/1/2019	7/1/2020	7/1/2021
FF/Dispatcher 1st Class	5th Year	\$22.55	\$23.00	\$23.46
FF/Dispatcher 2nd Class	4th Year	\$22.11	\$22.55	\$23.00
FF/Dispatcher 3rd Class	3rd Year	\$21.68	\$22.11	\$22.55
FF/Dispatcher 4th Class	2nd Year	\$21.25	\$21.68	\$22.11
Probationary FF/Dispatcher	1st Year	\$19.00	\$19.38	\$19.77

E.M.T. PAY, INCENTIVE PAY:

Effective July 1, 2020 FF/Dispatchers who are holders of valid R.I. E.M.T. certificates or other certifications listed below shall receive annual incentive awards (per certification) included in the first pay period each July.

E.M.T. Basic	\$ 300.00
E.M.T. Cardiac/Paramedic	\$ 400.00
NFPA 1061 Public Safety Telecommunicator	\$ 300.00
NIMS 100, 200, 300, 400, 700 & 800	\$ 400.00

ARTICLE XXVI. GRIEVANCE PROCEDURE

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

A. When an employee covered by this Agreement feels he/she has a grievance, he/she shall submit the grievance in writing to the Fire Chief or Acting Fire Chief in his/her absence, within twenty

(20) days of its occurrence, with copies thereof being delivered to the President of Local 1949. Within ten (10) days after said Chief, or in his/her absence the Acting Chief, receives such grievance, he/she, or in his/her absence the Acting Chief, shall issue his/her decision in writing.

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

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

D. In addition to the foregoing procedure, Local 1949 shall have the right to bring a grievance on behalf of any employee covered by this Agreement or on its own behalf if said grievance affects all employees in the bargaining unit. Such grievance shall be commenced within twenty (20) days of its occurrence by the filing with the Fire Chief of the grievance in writing, with copies thereof being delivered to the Town Administrator, and the procedure shall be the same as followed under Paragraph B. above.

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

ARTICLE XXVII. SERVICE AND PERSONNEL RECORDS

Upon request, any permanent FF/Dispatcher of the Fire Department shall be entitled to inspect his/her service or personnel record at any reasonable time.

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

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

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

ARTICLE XXVIII. LEGAL ASSISTANCE AND INDEMNIFICATION

In the event any employee covered by this Agreement is sued in any civil proceeding as the result of actions performed by said employee in the performance of his/her duties as an employee of the Portsmouth Fire Department, the Town of Portsmouth agrees to provide such employees with all necessary legal assistance, and further agrees to pay any judgment rendered against such employee.

ARTICLE XXIX. WORKING CONDITIONS

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

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

ARTICLE XXXI. COURT DUTY

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

ARTICLE XXXII. PENSIONS / RETIREMENT

FF/Effective July 1, 2020 FF/Dispatchers shall be enrolled in the RI State Municipal Employees retirement plan (MERS). Members enrolled into MERS will be subject to the current MERS plan provision for retirement and/or disability. **The Town will contribute 9.0% into the MERS system.** Any additional required contribution will be paid by the employee with pre-tax deductions from their bi-weekly pay. The Town will also offer an optional 457 Plan to employees.

ARTICLE XXXIII. BID SYSTEM

A. Shift Bids

Annually in May, the union will hold a bid meeting. Bids will take effect annually on July 1st. Bids will be at no cost to the Town. Bids will be made by seniority in rank and all positions will be re-bid each year. Employees who are hired after the annual bid meeting will be assigned to the vacant position(s) by seniority in rank.

When a vacancy occurs after July 1st in any rank, the vacated position will be offered to all members of that rank by seniority in rank. These bids will be at no cost to the town.

This procedure does not prevent the Fire Chief from reassigning a FF/Dispatcher to another group when he determines it is in the best interest of the Department.

ARTICLE XXXIV. ADVANCEMENT TO FIREFIGHTER 3rd CLASS

Holding the position of Firefighter 4th Class/Dispatcher does not afford the member any implied or guaranteed advantage in securing a Firefighter 3rd Class position within the Portsmouth Fire Department.

ARTICLE XXXV. SUBSTANCE ABUSE PROHIBITED

The unlawful manufacturing, distribution, dispensation, possession, or use of an illicit controlled substance by a FF/Dispatcher covered under this agreement while on or off duty, or the failure of the employee to notify the employer of his/her criminal drug statute conviction for a violation occurring while on duty within five (5) days of such conviction, is prohibited and may subject the employee to discipline, suspension or termination.

ARTICLE XXXVI. DURATION OF THIS AGREEMENT

This agreement shall be for the term of three (3) years commencing 1 July 2019 and ending 30 June 2022.

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

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

LOCAL 1949, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO

TOWN OF PORTSMOUTH

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

TOWN OF PORTSMOUTH

By: _____
Richard Reiner
Town Administrator

By: _____
Town Council President

APPROVED AS TO FORM

By: _____
Kevin Gavin
Town Solicitor