

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into this 10th day of June, 2020 by and between the Town of Smithfield (“Town”) and Smithfield Local 2050 of the International Association of Fire Fighters, AFL-CIO (“Local 2050”). The Town and the Local 2050 are collectively referred to herein as “the parties.”

RECITALS

A. In or about April of 2019, the Town and Local 2050 entered into a collective bargaining agreement for the period commencing on July 1, 2019 and ending on June 30, 2022 (the “19-22 CBA”).

B. The ongoing COVID-19 pandemic has caused a loss of revenue for the Town and has otherwise had a financial impact on the Town.

C. In order to assist the Town, Local 2050 has agreed to forego certain benefits due its members under the 19-22 CBA in exchange for an agreement to enter into a new collective bargaining agreement for the period of July 1, 2020 through June 30, 2023 (the “20-23 CBA”).

Now, therefore, the parties agree as follows:

1. Local 2050 and its members will forego the 2.50% pay raise scheduled for July 1, 2020 pursuant to Article III, Section 1 in the 19-22 CBA. Instead, there will be no increase in salaries for the period between July 1, 2020 and December 31, 2020.

2. Local 2050 and its members will also forego one (1) scheduled paid holiday pursuant to Article IX, Section 1 in the 19-22 CBA. Instead, the total number of paid holidays for the period between July 1, 2020 and June 30, 2021 shall be reduced to twelve (12).

3. With respect to the terms and conditions of employment for the period between July 1, 2020 and June 30, 2022, the current 19-22 CBA will be superseded by the new 20-23 CBA.

4. The 20-23 CBA will incorporate the changes referenced in Paragraphs 1 and 2 above.

5. Article IX, Section 1 (Paid Holidays) in the 20-23 CBA will be amended to reflect the following holidays:

July 1, 2020 – June 30, 2021

July 4	July 4th
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Victory Day	2 nd Monday in August
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans' Day	November 11th
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25th
New Year's Day	January 1st
Presidents' Day	3 rd Monday in February
Good Friday	Good Friday
Memorial Day	Last Monday in May
Rhode Island Independence Day	May 4th

July 1, 2021 - June 30, 2023

July 4	July 4th
Victory Day	2 nd Monday in August
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans' Day	November 11th
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25th
New Year's Day	January 1st
Presidents' Day	3 rd Monday in February
Martin Luther King Day	3 rd Monday in January
Good Friday	Good Friday
Memorial Day	Last Monday in May
Rhode Island Independence Day	May 4th

6. Article III, Section 1 (Wages) will be amended to reflect the following pay increases on the dates so indicated:

7/1/20	0%
1/1/21	2.75%
7/1/21	2.50%
1/1/22	2.75%
7/1/22	2.50%
1/1/23	2.75%

7. The Town has also agreed to offer a so-called Retirement Incentive to members who are eligible to retire as of June 30, 2020 under the following terms and conditions:

(a) Members must irrevocably retire as of June 30, 2020.

(b) The Retirement Incentive payable to any retiring member shall be calculated by multiplying 1% for each year of service by the yearly base salary as set forth in Article III, Section 1 of the 19-22 CBA.

(c) More specifically, the parties have agreed that a Deputy Chief (SR)'s base salary is \$79,944.80; a Deputy Chief/Fire's base salary is \$78,549.12; a Captain's base salary is \$72,678.84; and a Lieutenant's base salary is \$66,070.68.

(d) "Years of service" for the purposes of calculating the Retirement Incentive shall include partial years of service. By way of example, the percentage for a member who on June 30, 2020 has been a member of the Smithfield Fire Department for 28 years and 9 ½ months would be 28.79%.

(e) "Years of service" shall also include time a member has been allowed to purchase for pension purposes (e.g. state time or military time).

8. The terms of this MOA have been ratified by the Local 2050 membership at a special meeting held on May 20, 2020.

9. This MOA is subject to ratification by the Smithfield Town Council. In the event that this MOA is not approved by the Town Council, then this MOA shall be null and void *ab initio* and the terms of the 19-22 CBA shall govern the contractual obligations of the parties.

10. This MOA may be modified only through a written agreement signed by the Town and the Local 2050.

11. This MOA contains the entire agreement between the parties.
12. The mutual agreement contained within this document shall constitute sufficient consideration to support this MOA.
13. Any disputes as to the interpretation and/or enforcement of this MOA shall be resolved by the grievance procedure set forth in the collective bargaining agreement that is in effect at the time of the dispute.
14. If any provision of this MOA is deemed invalid by a court of competent jurisdiction, the said provision shall be severed and the remaining provisions of this MOA shall be given full force and effect.

[Signatures on following page.]

Executed in the presence of:

TOWN OF SMITHFIELD


Donna G. Conaco

By: 
Randy R. Rossi, TOWN MANAGER

Dated: 6/10/2020

LOCAL 2050, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

Donna G. Conaco

By: 
Michael A. Dexter, PRESIDENT

Dated: 6/10/20

Donna G. Conaco

By: 
Christopher R. Keene, SECRETARY

Dated: 6.10.2020

RRR MAD