

**PROPOSALS OF THE TOWN OF TIVERTON TO LOCAL 1703 OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO FOR A NEW
COLLECTIVE BARGAINING AGREEMENT COMMENCING JULY 1, 2018**

TENTATIVE AGREEMENT

Except as specified below, the Town of Tiverton (“Town”) proposes to retain the terms set forth in the collective bargaining agreement between the parties for the period of July 1, 2015 through June 30, 2018 in their entirety.

In introductory paragraph, amend by changing “2015” to “2019”. TA

ARTICLE 1

Section 2. Union Security

Amend second sentence to read: “All full-time, active, permanent firefighters shall have the right to join or refrain from joining Local 1703, IAFF, AFL-CIO.” TA

Section 4. Non-discrimination Reference

Amend by adding the following language to the end of the section: “The Employer and the Union agree that neither shall discriminate against any employee in the administration of this Agreement because of membership or non-membership in the Union.” TA

ARTICLE IV

Section 2. Detail to Other Departments Prohibited

Amend by replacing the word “transfer” with the word “transferred.” [Housekeeping] TA

ARTICLE V

Section 1. Duties

Add the following as a second paragraph: “Notwithstanding any provision in this Agreement to the contrary, the Union recognizes the Town’s authority to utilize qualified per

diem and/or part-time employees to perform any duties within the Department, including, but not limited to, those set forth herein.” **TA**

Section 2. Permanent Status

Amend by changing title of section to read “Probationary Status” and by deleting first sentence. **TA**

Section 4. Mutual Transfers

Amend final sentence by deleting “to”. [Housekeeping.] **TA**

ARTICLE VI

Section 3. Firefighting Units/Rescue – Overtime

In third paragraph, amend the first sentence to read: “The foregoing overtime threshold will remain at \$185,000 for FY2020 and each fiscal year thereafter the overtime threshold will be adjusted by the annual salary adjustment, if any, set forth in Article IX, Section 1 of this Agreement.” Delete the second sentence that reads: “The FLSA language in this paragraph and the preceding paragraph of this Agreement will sunset on June 29, 2018.” **TA**

Section 4. Call Back

Amend by replacing “three (3) hours” with “two (2) hours” each time it appears. **TA**

Section 5. Out-of-Grade Work

Amend second paragraph by replacing “taking” with “taken”. [Housekeeping.] **TA**

Amend second sentence of the fourth paragraph to read: “If an employee is injured while serving out of rank and should be forced to retire, said injured employee shall be compensated at the applicable rate to be determined by the Rhode Island Municipal Employees Retirement System Pension Board.” **TA**

Section 7. Compensation Time

Amend final sentence to read: “If a firefighter has any unused, accrued compensation time as of the end of the fiscal year, the Town shall pay the firefighter straight time pay (applicable at the time the compensation time was accrued) for up to 48 hours of such accrued, unused compensation time, (which equates to up to 72 straight time hours).” **TA**

ARTICLE VII

Section 1. Civic and Private Details

In subsection (e), amend first sentence to read: “The Town shall maintain scheduling of all details.” Add the following immediately after the first sentence: “Any disputes regarding scheduling of details shall not be subject to the grievance and arbitration provisions of this Agreement, but instead will be resolved informally between the Union and the Fire Chief and/or Town Administrator.” Delete third sentence, which reads: “Scheduling for private details shall be performed and maintained by the Union through the office of Fire Prevention.” **TA**

ARTICLE IX

Section 1. Salaries

No change to salaries as reflected in 6/30/18 chart for the period of July 1, 2018 through June 30, 2021. **TA**

Effective July 1, 2021, increase salaries on salary chart by 1%; effective January 1, 2022, increase salaries on salary chart by 1%. **TA**

Effective upon ratification, increase Probationary Firefighter Rate to \$800.00 per week.

Delete asterisk after Salary Chart. **TA**

Add the following language immediately after the Salary Chart: “The Town has the absolute discretion to place and/or advance a Probationary Firefighter at any Salary Rate between the Probationary Firefighter Rate and the Third Class Firefighter Rate at any time

during the firefighter's first year of employment, taking into account, among other things, the probationary firefighter's experience, qualifications, and progression in training. In addition, if the Probationary Firefighter is a lateral hire, the Town has the absolute discretion to place and/or advance the lateral Probationary Firefighter at any Salary Rate between the Probationary Firefighter Rate and the First Class Firefighter Rate at any time during the firefighter's first year of employment, taking into account, among other things, the probationary firefighter's experience, qualifications, and progression in training. Nothing in this paragraph shall limit the Town's right to dismiss a Probationary Firefighter as set forth in Article V, Section 2 of this Agreement." TA

ARTICLE X

Section 1. EMS Incentive TA

Effective July 1, 2019, amend the EMT-C Certification incentive to \$62.50 per week.

Effective July 1, 2019, amend the EMT-P Certification incentive to \$72.50 per week.

Delete double asterisk ("**"); language is obsolete.

Section 3. Blue Cross Blue Shield, Life Insurance

Rename Section 3: "Health and Life Insurance". TA

Amend Subsection (A) to read:

"A Health Insurance for Active Employees

Effective July 1, 2018 and for the life of the contract, the health care plan for all active, full-time members of the department shall be a High Deductible Health Plan with a Health Savings Account (hereinafter referred to as "HSA") with a calendar year deductible of \$4,000 for family coverage and \$2,000 for individual coverage. The Town shall provide an HSA health care

plan, which shall have a benefit level, service level, and network level, no less than the level described in Exhibit A attached to this CBA.

Within seven (7) days of the commencement of the calendar year deductible, the Town agrees to advance the monetary amounts of the said deductibles (\$4,000 family or \$2,000 individual) to a prepaid credit/debit card that shall be issued to each member. Each member shall utilize said credit/debit card for medical payments at points of service to satisfy said deductible of the health care plan (HSA).

Members of the department through payroll deductions shall pay the following amount of the above-cited deductibles advanced to the members back to the Town:

2019: The member shall repay \$2,500 (family) / \$1,250 (individual)*

2020: The member shall repay \$3,000 (family) / \$1,500 (individual)

2021: The member shall repay \$4,000 (family) / \$2,000 (individual)

* The increased repayment (e.g., \$500 increase for family; \$250 increase for individual) shall be prorated for 2019 to the date of final ratification of this Agreement.

The Town's advance shall be repaid by the employee in accordance with the foregoing schedule in approximately equal installments in each pay period during the calendar year via pre-tax deduction. If an employee leaves service with the Town, for any reason, the employee shall be responsible for repaying the unpaid portion of the Town's advance (as of the date of separation) in-full, which the Town may deduct from such employee's final paycheck. As a condition of receiving this advancement of funds, each employee shall be required to sign an authorization form allowing the Town to deduct any such amounts from his/her final paycheck upon separation. For all new hires, during their first year of employment, the Town shall advance to the new hire the full amount of the deductible (\$4,000 family or \$2,000 individual, as appropriate), and the new hire shall agree to repay the Town for such advanced deductible

(\$4,000 family or \$2,000 individual, as appropriate) upon separation of employment, and the new hire shall not be required to repay such advanced funds during that first calendar year of employment (unless they separate prior to the end of their first year). As a condition of receiving this advancement of funds, each new hire shall be required to sign an authorization form allowing the Town to deduct any such amounts from his/her final paycheck upon separation.

Members who sustain an occupational injury/illness shall be covered for any and all medical care arising out of such occupational injury/illness, as required by R.I. Gen. Laws 45-19-1, as amended.

The Town may change from the current healthcare provider after notice and discussion of such change with the Union; provided, however, such change results in health benefits that are at least equivalent or better than the existing health benefits provided in Exhibit A.” **TA**

Add the following language at the end of Subsection (A): “If a full-time, active firefighter is eligible for and opts to elect health insurance through an alternate source (e.g., a spouse’s plan or a military plan), the firefighter shall be paid a sum equal to thirty-five percent (35%) of the Town’s cost of the health insurance premium for such firefighter, family or individual as appropriate. Such firefighters shall receive the foregoing payment in a lump sum at the end of the fiscal year, which shall be pro-rated for the period in which health insurance has been waived. Should a firefighter lose eligibility for such alternate coverage due to a Qualifying Life Event, as defined by COBRA, the Town shall, upon written notice from the firefighter, permit the firefighter to enroll in Town sponsored health insurance, subject to the terms and conditions set forth in this Subsection (A).” **TA**

Amend Subsection (B):

“B Health Insurance for Retired Employees

(B)(1) For all full-time firefighters hired by the Town of Tiverton prior to July 31, 2018, who retire on or after July 1, 2018 with at least 20-years of continuous service to the Town of Tiverton Fire Department or who retire on a work-related (*i.e.*, accidental) disability (regardless of their years of service to the Tiverton Fire Department), the Town shall provide a High Deductible Health Plan with a HSA with a calendar year deductible of \$4,000 for family coverage and \$2,000 for individual coverage until such retiree reaches Medicare eligibility, whichever occurs first. The retiree shall be responsible for paying the full calendar year deductible. Within seven (7) days after the commencement of the retiree's first full calendar year of post-employment health care, the Town will make an annual payment of \$2,000 to the retiree if enrolled in a family plan or \$1,000 to the retiree if enrolled in an individual plan for a maximum of ten (10) years in retirement, or until such time as the retiree reaches Medicare eligibility, whichever occurs sooner. Upon the retiree reaching Medicare eligibility, the Town shall shift their coverage from a High Deductible Health Plan with a HSA (as defined herein) to Plan 65 coverage and Medicare Part B coverage. (The Town shall be responsible for paying the Plan 65 premium, but the Town is not responsible for reimbursing the retiree for any costs associated with Medicare Part B coverage.)

If an employee provides the Fire Chief with a written, irrevocable offer of retirement at least six (6) months prior to his/her normal retirement date, the Town will advance one-half of the monetary amount of the employee's first full calendar year retirement deductible (\$2,000 family or \$1,000 individual, as appropriate) into the employee's Health Savings Account prior to the employee's scheduled retirement date, and such contribution shall be in lieu of (and not in addition to) the retiree's first \$2,000 / \$1,000 payment referenced in the immediately preceding paragraph above. For such retirees, the Town will not make the \$2,000 / \$1,000 payment

referenced in the immediately preceding paragraph during the individual's first full calendar year of retirement; such payments will commence in the retiree's second full calendar year of retirement and will continue in accordance with the terms of the immediately preceding paragraph." TA

“(B)(2) For all full time firefighters hired by the Town of Tiverton on or after July 31, 2018, who retire with at least 25-years of continuous service to the Town of Tiverton Fire Department, the Town shall provide the retiree with a choice of the following for post-employment health care benefits: either (1) a High Deductible Health Plan with a HSA, individual coverage only, with a calendar year deductible of \$2,000, until the retiree reaches Medicare eligibility, or (2) a High Deductible Health Plan with a HSA, family coverage, with a calendar year deductible of \$4,000, for a maximum of 5 consecutive years after retirement, or until such retiree reaches Medicare eligibility, whichever occurs sooner. For either choice, the retiree shall be responsible for paying the full calendar year deductible with no advancement or payment of deductible funds by the Town.”

“(B)(3) If a full time firefighter hired by the Town of Tiverton on or after July 31, 2018, retires on a work-related (accidental) disability and is deemed totally disabled (as defined through eligibility for SSDI), then the firefighter shall be eligible for health insurance in retirement on the same terms as if he/she had been eligible for a normal retirement as set forth in Subparagraph (B)(2) herein regardless of his/her years of service to the Tiverton Fire Department. If a full time firefighter hired by the Town of Tiverton on or after July 31, 2018, retires on a work-related (accidental) disability and is not deemed totally disabled (as defined through eligibility for SSDI), then the firefighter shall be eligible for health insurance in retirement on the same terms as if he/she had been eligible for a normal retirement as set forth in

Subparagraph (B)(2) herein regardless of his/her years of service to the Tiverton Fire Department; provided, however, such retiree shall be limited to a maximum of 10-years of health insurance in retirement.” **TA**

“(B)(4) If any retiree covered by Article X, Section 3(B)(1), (B)(2), or (B)(3) is eligible for a medical plan that is equivalent to the plan offered by the Town, the retiree shall not be eligible for Town-sponsored coverage. As a condition of receiving Town-sponsored health insurance in retirement, retirees shall submit an affidavit to the Town at least annually, in a form prepared by the Town, indicating that the retiree is not eligible for such equivalent health coverage.” **TA**

Amend Subsection C to read: “The Town shall provide each active member of the bargaining unit with Sixty Thousand dollars (\$60,000) in life insurance coverage.” **TA**

Section 7. Family Medical Leave Act

Delete and renumber subsequent Sections accordingly. **TA**

Section 9. Vision Care Rider

Amend to read: “All Active members of the Tiverton Fire Department shall be provided with a vision care rider, individual or family as appropriate.” **TA**

ARTICLE XI

Section 3. Work Uniforms

Amend by adding the following after the first sentence: “Firefighters shall be permitted to elect to wear long or short sleeve station uniform shirts throughout the year. Firefighters shall be permitted to wear station uniform shorts during the months of June, July, August, and September.” **TA**

ARTICLE XIV

Section 1. Grievance Procedure

In second paragraph, add the following language after “Chief of the Fire Department” in the first sentence: “. . . , with a copy of the written grievance sent to the Town Administrator, . . .” **TA**

In third paragraph, amend first sentence to read: “If, in the judgment of the Executive Committee, the nature of the grievance justifies further action, it shall within fifteen (15) days of the meeting of said Local Executive Committee reference above, through the President of Local 1703, present the written grievance to the Town Administrator, who shall issue a written decision within fifteen (15) days of receipt of the written grievance.” **TA**

In third paragraph, amend second sentence to read: “Within ten (10) days of the Town Administrator’s decision, the Union shall submit the grievance to the Labor Relations Connection or the American Arbitration Association for selection of an arbitrator under its labor rules.” **TA**

In fifth paragraph, amend second and third sentences as follows: “In the event a grievance is filed by Local 1703, the written grievance shall be presented directly to the Chief of the Department within fifteen (15) days of its occurrence, who shall answer the same within fifteen (15) days of receipt. If in the judgment of the Executive Committee, the nature of the grievance justifies further action after the Chief’s response, the written grievance shall be presented directly to the Town Administrator within five (5) days of the Chief’s written decision and shall proceed as an ordinary grievance.” **TA**

ARTICLE XV

Section 1. Check Off Dues

Amend first sentence to read: “For any member of the bargaining unit who chooses to join the Union, the Town Treasurer shall check off Union initiation fees and dues, provided the employee individually and voluntarily authorizes the Town to do so in writing.” TA

ARTICLE XXIII

Section 1. Manning Fire Apparatus

Amend by deleting “permanent”. TA

Section 2. Manning Rescue

Amend by deleting “permanent”. TA

Section 4. Additional Officers

Delete first three paragraphs as obsolete. TA

Amend third paragraph to read: “Effective July 1, 2019, each shift will consist of one (1) Captain and two (2) Lieutenants.” TA

ARTICLE XXV

Section 1. Promotion Requirements

Amend subsection (a) by replacing “five (5)” with “three (3)”. TA

Section 2. Promotional Examinations

Amend Chart by adding a sixth column for a master’s degree, which will be allocated 7 points. Amend second bullet following the chart as follows: “Degrees must be in Fire Science or Fire Administration to receive the full point allocation associated with the degree. Firefighters with degrees outside the field of Fire Science and Fire Administration will receive one-half the point allocation associated with the degree (e.g., a firefighter with a bachelor’s degree in nursing will receive 2 ½ points).” TA

ARTICLE XXVI

Section 1. Bid System

Amend first paragraph to read: “All vacancies in positions arising after 0701/1982 in each station shall be bid. The bid shall be held with time in rank ~~seniority~~ being the deciding factor.” TA

ARTICLE XXX

Section 1. I.A.F.F. Lapel Pin

Delete. TA

ARTICLE XXXIII

Delete. TA

ARTICLE XXXIV

Section 1. Presumption of Disability

Delete and replace with the following: “The Town shall comply with all applicable state and local laws, including R.I. Gen. Laws § 45-19-1, as amended; R.I. Gen. Laws §§ 45-19.1-1 et seq., as amended; R.I. Gen. Laws §§ 45-21.2-1, et seq., as amended; R.I. Gen. Laws § 45-21.2-9, as amended; and Tiverton Code of Ordinances, §§ 2-201, 2-202, as amended, in the administration of firefighter disabilities and application(s) for disability pensions.” TA

ARTICLE XXXIX

Section 1. Duration of Agreement

The parties agree to execute two collective bargaining agreements, one covering the period of July 1, 2018 through June 30, 2019, and the other covering the period of July 1, 2019, through June 30, 2022, and Article XXXIX, Section 1 of each agreement shall be amended accordingly. Except as otherwise noted herein, all changes to the FY2015-FY2018 CBA

provided herein shall take effect on July 1, 2018 and shall continue into the July 1, 2019 through June 30, 2022 CBA. TA

PLATOON SCHEDULE AND STAFFING

The parties agree to make the following changes to the collective bargaining agreement upon the Fire Department reaching a staffing compliment of twenty-eight line firefighters, excluding the Fire Marshal and the Fire Chief:

ARTICLE VI

Section 1. Hours

Amend to read: “The regular work schedule for the Fire Department members assigned to firefighting and rescue operations shall be an average annual work week of forty-eight (48) hours with the regular hourly rate of pay for such members to be one forty-eighth (1/48th) of the member's regular weekly pay. The actual work schedule and tour hours for all firefighter shift employees covered by this Agreement shall be as follows: **[INSERT SCHEDULE SET FORTH IN EXHIBIT B]**

The parties may change the schedule by mutual agreement. The regular work schedule for the Fire Marshal shall be five (5) eight (8) hour days, each with a one-half (1 /2) hour unpaid lunch period, followed by two (2) days off. The Fire Marshal, thus, will have a work schedule of forty (40) hours per week, with a regular hourly rate to be determined by dividing the member's weekly pay by forty (40).” TA

ARTICLE VIII

Section 1. Paid Holidays

Amend by changing “fifty-six” to “forty-eight”. TA

ARTICLE X

Section 2. Bereavement Leave

Amend by substituting “42” for “48”. TA

ARTICLE XII

Section 2. Union Meetings

Amend by substituting “42” for “48.” TA

ARTICLE XXIII

Section 3. Additional Firefighters

Amend to read: “Effective July 1, 2006 the Department agrees to a minimum staffing compliment of seven (7) firefighters for each shift; PROVIDED, HOWEVER, the parties agree that every two weeks commencing July 1, 2019, the Overtime Usage (as defined below) shall be reviewed and if, at any such review the average Overtime Usage for the fiscal year exceeds \$2,000 per week, the staffing complement shall be reduced to six (6) until such time as, upon the regular biweekly review, it is determined that the average weekly Overtime Usage for the fiscal year has again fallen below \$2,000 per week, at which point the staffing complement shall increase to seven (7) until such time as, upon the regular biweekly review, it is determined that the average Overtime Usage for the fiscal year again exceeds \$2,000 per week, and so on. “Overtime Usage” shall be defined as all amounts paid to firefighters at a rate of time and one-half their regular hourly rate.” TA

MEMORANDUM OF AGREEMENT

The parties agree to memorialize the following in a memorandum of agreement, which shall be attached to both collective bargaining agreements contemplated by this proposal:

“The Town and the Union hereby agree to meet at least quarterly (i.e., on or about October 1, January 1, April 1, and July 1) for the duration of this collective bargaining agreement

for the purpose of reviewing and discussing overtime usage and expenditures; sick time usage; vacation usage; compensatory time accruals and usage; on the job injuries; unanticipated expenditures; and recruitment, retention and utilization per diems and part time employees. If either party raises legitimate concerns about one or more of the foregoing areas, the parties hereby agree to engage in good faith discussions concerning the same and will attempt, in good faith, to reach a mutual agreement on potential resolution(s) to such legitimate concerns; provided, however, nothing herein is intended to give either party the right to invoke interest arbitration (pursuant to the Fire Fighters Arbitration Act, R.I. Gen. Laws §§ 28-9.1-1, et seq., as amended, or otherwise), to resolve issues raised during the course of discussions contemplated by this Memorandum of Agreement.” **TA**

The foregoing tentative agreement shall be contingent upon final ratification by the Town Council and the Union membership.

Town of Tiverton

IAFF, Local 1703

Date

Date