

NEGOTIATIONS BETWEEN THE TOWN OF TIVERTON AND LOCAL 1703 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO REGARDING THE EFFECTS OF THE TOWN'S DECISION TO REORGANIZE THE FIRE DEPARTMENT INTO THREE LINE FIREFIGHTING / RESCUE DIVISIONS

TENTATIVE AGREEMENT

The Town and the Union agree that, effective immediately, the line firefighting and rescue personnel in the Fire Department are organized into three-divisions. The Town and the Union agree that the following "effects" of the three-division system are effective immediately; however, the Town and the Union agree to delay the implementation of those effects until June 30, 2015, and they agree to execute a 3-year contract, commencing July 1, 2015, reflecting and effectuating the 3-division organizational change, which will include the language set forth in the parties' FY2013-FY2015 collective bargaining agreement, except as explicitly set forth below:

Article IV

Section 1. Hours

Delete and replace with the following: "The regular work schedule for the Fire Department members assigned to firefighting and rescue operations shall be an average annual work week of fifty-six (56) hours with the regular hourly rate of pay for such members to be one fifty-sixth (1/56th) 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:

The tour of the firefighting and rescue operations shall be a forty-eight (48) hour shift commencing at 7:00 a.m. on one day and ending at 7:00 a.m. on the second following day. Each tour of duty shall be followed by ninety-six (96) hours off.

The Town and the Union shall meet in March of 2016 to discuss different variations of a 3-platoon, 56-hour per week schedule, and the parties may change the schedule by mutual agreement, provided it still results in a 3-platoon system/56-hour (average) workweek.

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)."

Section 3. Firefighting Units/Rescue – Overtime

Amend by adding a second paragraph with the following language: "Notwithstanding the preceding paragraph or any other provision in this Agreement to the contrary, commencing on July 1, 2015, when the Town reaches One Hundred Twenty-Five Thousand Dollars (\$125,000.00) in overtime expenses for the Fire Department (i.e., time and one half pay) for that fiscal year (excluding emergency overtime that is reimbursed by the state or federal government), the Town shall strictly adhere to Section 7(k) of the federal Fair Labor Standards Act ("FLSA), 29 U.S.C. 207(k), and accompanying regulations, commencing on the first day of that fiscal year in which the Town's overtime expense exceeds One Hundred Twenty-Five Thousand Dollars (\$125,000.00) through and including the last day of that fiscal year. Strict adherence with Section 7(k) of the FLSA shall mean that firefighters will only be entitled to overtime pay (i.e., time and one half the firefighter's regular hourly rate of pay) for time actually worked in excess of 212 hours in a 28-day work period. Only actual hours worked shall be counted toward the 212 hours calculation. All sick, vacation, personal leave, emergency leave, family medical leave, and other time off, except for bereavement leave and union meeting leave (Article XII, Section 2), shall not count as hours worked for the purposes of the 212 hours calculation. Time worked as a substitution shall not count as hours worked for the purposes of the 212 hours calculation; however, time taken off and replaced by a substitution at no cost to the Town shall be credited as hours worked for the employee taking the time off. The Town shall

have the discretion to utilize any work-period between 7-days and 28-days for the purpose of this calculation, provided the overtime hours threshold will be adjusted in accordance with the FLSA to reflect the same ratio of 212 hours to 28-days (e.g., if the Town utilizes a 14-day work period, the overtime threshold will be 106 hours over that 14-day period; if the Town utilizes a 7-day work period, the overtime threshold will be 53 hours over that 7-day work period).”

The forgoing overtime threshold will increase to \$150,000 for FY2017 and \$175,000 for FY2018. The FLSA overtime language will sunset on June 29, 2018.

Section 6. Overtime and Out-of-Rank Pay

Delete “Overtime and” from the Title. Also, delete “overtime and” from the section.

Article VI

Section 5.

Delete final paragraph of section.

Article VII

Section 1. Paid Holidays

In first paragraph, replace “forty-two (42)” with “fifty-six (56)”.

Amend third paragraph to read: “All employees who are on duty during the shift commencing on Easter Day, Thanksgiving Day, Christmas Day and New Year’s Day shall receive an additional Holiday pay, i.e., one-fifth (1/5th) of one week’s pay.”

Section 2. Vacations

Convert vacation schedule to hours at the rate of twelve (12) hours per “working day.” In addition, add twelve (12) additional hours of vacation to each tier of the vacation schedule. For example, a firefighter with “one year to less than five years” will be entitled to the following vacation: 108 hours.

Also, as of the date the 3-division structure goes into effect, convert all accrued, unused vacation leave into hours at the rate of (12) hours per “working day.”

Section 3. Vacation Schedule

In first paragraph, delete “days” from final sentence.

In second paragraph, replace “days” with “hours” in the second sentence.

In third paragraph, replace “days” with “hours”.

Section 4. Personal Leave

Amend by replacing “two (2) days” with “twenty-four (24) hours”.

Article IX

Section 1. Salaries

Effective upon implementation of the reorganization to 3 divisions, the annual salaries of all firefighters and rescue personnel assigned to the 3 divisions shall increase by 8%. Effective July 1, 2016, the annual salaries of all firefighters and rescue personal assigned to the 3 divisions shall increase by 4%. Effective July 1, 2017, the annual salaries of all firefighters and rescue personal assigned to the 3 divisions shall increase by 5%. Effective June 30, 2018, the annual salaries of all firefighters and rescue personal assigned to the 3 divisions shall increase by 2%.

The Town will add the position of Fire Marshal to the salary schedule in Article IX, Section 1 of the Agreement. The salary shall track the Captain’s salary.

Article X

Section 2. Bereavement Leave

In first paragraph, replace “four (4) working days” with “forty-eight (48) hours”.

The Town will agree to provide 24 hours of bereavement leave for the firefighter’s niece, nephew, aunt and uncle.

Section 6. Military Training

Amend first paragraph by replacing “ten (10) working days” with “one hundred twenty (120) hours”.

Article XII

Section 2. Union Meetings

Amend by replacing “four (4) working days” with “forty-eight (48) hours” and by replacing “an additional fifth (5th) working day” with “an additional twenty-four (24) hours”.

Article XVII

Section 1. Sick Leave

Amend Section by converting all sick leave accruals to hours at a rate of 12 hours per “working day,” and convert all unused, accumulated sick leave to hours at a rate of 12 hours per “working day”.

The Town agrees to cap the donations to the employees’ sick leave fund at their current amount. Effective July 1, 2015, the Town agrees to provide firefighters with 20 working days of sick leave per year, converted to hours at a rate of 12 hours per working day, and the member shall not be required to donate any additional leave to the employees’ sick leave fund.

In the fourth paragraph, amend by requiring a doctor’s certificate after more than 48 hours of sick leave.

Section 2. Sick Leave upon Retirement or Voluntary Termination of Employment

Amend Section by converting sick leave from days to hours at a rate of 12 hours per day or working day, and replace “at a daily rate of one-fifth (1/5th) regular weekly salary” with “the employee’s regular hourly rate.” Also amend by replacing “one-half of the daily rate of pay” with “one-half the hourly rate of pay”.

Section 3. Sick Leave upon Death

Amend by replacing “one hundred five (105) working days at a daily one-fifth (1/5th) regular weekly salary” with “One Thousand Twelve Hundred Sixty (1,260) hours at the employee’s regular hourly rate.”

Article XXI

Section 1. Emergency Leave

Amend by replacing “three (3) days” with “forty-eight (48) hours”.

Article XXVI

Section 1 & 2

The Town proposes to rebid all line firefighting and rescue positions with the implementation of the 3-division organizational structure. The bid process will be coordinated by the Chief upon consultation with the Union.

Article XXXII

Section 2. Light Duty – Delete.

Other

1. Firefighters assigned to the 3-division schedule will be permitted to take vacation leave, sick leave and personal leave in twelve (12) hour increments.
2. Callback shifts on the 3-division schedule will be broken into twelve (12) hour increments.
3. The Town agrees to create two (2) additional Captain positions assigned to the 3-division schedule and to make promotions to fill said positions on or before May 10, 2015, with any associated pay increases going into effect on July 1, 2015.
4. The Town agrees to create three (3) additional Lieutenant positions assigned to

the 3-division schedule and to make promotions to fill said positions on or before June 18, 2016, with any associated pay increases going into effect on July 1, 2016.

5. The minimum qualifications for the Fire Marshall position shall be set by the Chief, which will include at least 5 years of service; a valid Assistant Deputy State Fire Marshal's license; NFPA Firefighter 1 & 2; NFPA Hazmat Awareness certificate; a Rhode Island Fire Alarm License or equivalent (if the candidate does not have this Fire Alarm License at the time of application, he/she shall obtain the license at the next available time it is offered). An employee promoted into the Fire Marshal position will hold the rank of Fire Marshal; however, if a rank officer is promoted into the position of Fire Marshal, he/she will not lose their rank, but the rank shall be suspended while in the office of Fire Marshal.

For the initial selection of the Fire Marshal, the Town agrees that the most senior, eligible candidate shall be awarded the position. Upon the initial Fire Marshal vacating the position for any reason, the Town shall institute testing for the position: written exam (70%) and oral board (30%). The oral board shall be made up of three members, with one member selected by the Town, one member selected by the Union, and the third member selected by the two selections. As a tie breaker, the third member shall be selected by the State Fire Marshal's office.

The Fire Marshal shall be an exempt, salaried position, and thus, not subject to overtime. The Fire Marshal may, however, work a flex schedule with approval by the Chief.

The Fire Marshal shall be granted an additional one-fifth (1/5th) of one week's pay for the holidays listed in Article VIII, Section 1.

The Fire Marshal shall accrue leave in accordance with the following schedule:

a) Vacation leave:

(1) Five Years to less than fifteen years → 124 hours

(2) Fifteen years to less than twenty years → 140 hours

(3) Twenty years or more → 172 hours

b) Personal leave: 16 hours

c) Bereavement leave:

(1) 32 hours for immediate family

(2) 8 hours for aunt, uncle, niece and nephew

d) Military training leave: 80 hours in any calendar year.

e) Sick leave:

(1) 160 hours annually, accrued at a rate of 13 1/3 hours per month;

(2) maximum accrual of 1,740 hours;

(3) sick leave note required after 3 working days;

f) Sick leave payout upon retirement, voluntary termination, death

(1) subject to the same cap(s) regarding amount of hours that can be cashed out:

(A) up to 780 hours at hourly rate;

(B) thereafter, up to 960 additional hours at 1/2 hourly rate;

(C) maximum payment of 1,260 hours

(2) Hourly rates will vary depending on when the time was accrued:

(A) hours accrued while on shift paid out at 1/56th of weekly base salary;

(B) hours accrued while FM paid out at 1/40th of weekly base salary.

g) Emergency leave: 24 hours

6. We'll agree to the Union's compensation time proposal. Firefighters can accrue up to 48 hours of compensation time in every fiscal year. Firefighters cannot use compensation time if it results in any overtime payments. If a firefighter has any of the compensation time on

the books as of the end of the fiscal year, the Town will pay the firefighter straight time pay for up to 48 hours of accrued, unused compensation time.

7. The parties agree to settle all outstanding grievances/arbitrations, unfair labor practice charges, etc. that were raised or could have been raised related to the emergency measures taken by the Town (e.g., FLSA, minimum staffing, Fire Marshal's office, Station closing and related grievances), and the parties agree that the Town will continue those emergency measures without challenge from the Union through June 30, 2015. The Union agrees to execute the necessary documents presented by the Town dismissing all such grievances, arbitrations, etc. with prejudice. With respect to all remaining grievances (except for the Patrick White Termination Grievance), the Union agrees to waive all financial and/or monetary benefits/remedies potentially arising out of those grievances. In exchange for the forgoing, the Town agrees to pay all active members as of the date of execution of this Agreement a one-time, lump sum payment of \$1,100 paid upon the next payroll after ratification of this Agreement by both the Town Council and the Union membership. This payment shall not be pensionable.

8. The parties agree to the Memorandum of Agreement attached hereto and incorporated herein.

9. The Town agrees to amend General Order 1206 such that the Union Executive Board will be responsible for presenting requests for sick leave bank usage, and providing requisite documentation and other information supporting the same, to the Chief, and the Chief will have final decision making authority. The Chief's decision to grant or deny such requests will be subject to the grievance and arbitration provision set forth in the parties' CBA.

APRIL 30, 2015

The foregoing tentative agreement shall be contingent upon final ratification by the Town

Council and the Union membership.

Matthew J. Zajac
Town of Tiverton

April 30, 2015
Date

00014068.DOCXv2

[Signature]
IAFF, Local 1703

4/30/15
Date

MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF TIVERTON AND LOCAL 1703 OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO

The Town and the Union agree to meet on or before June 30, 2015 to discuss the following non-monetary items that the parties' had previously discussed and tentatively agreed to during their prior negotiations:

- Remove light duty from the contract;
- Transfers at no cost to the Town if members wants to move; time off if Chief forces move;
- Promotional Process for Captains / Lieutenants;
- Captain and lieutenant cannot be on vacation at the same time;
- Remove 4th Class;
- Remove "bird dog" clause from contract;
- EMT-B stipend removed, but current EMT-B's grandfathered;
- Bid System – 2 weeks from notice of bid;
- Callback – 3-hour minimum stays;
- HSA – if you leave early, member responsible for repaying Town's advancement; relief for new hires depending on date of hire;
- Jury Duty – for Massachusetts residents.

In the event that the Town and the Union are able to reach a tentative agreement on the foregoing items, and provided that such tentative agreements do not result in a financial cost to the Town, and provided further that those tentative agreements do not conflict with parties' Tentative Agreement dated April 30, 2015, the parties agree to present those tentative agreements to the Town Council and to the Union membership for ratification. If ratification is obtained by both

the Town Council and the Union membership, such tentative agreements will be incorporated into the 3-year contract commencing July 1, 2015 to which the parties have agreed.

Matthew Ujale
Town of Tiverton
April 30, 2015
Date

Patricia Conroy
IAFF, Local 1703
4/30/15
Date