

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made and entered into by and between Local 1703 of the International Association of Fire Fighters, ALF-CIO (“Union”), by and through its President, and with approval from its Executive Board and local bargaining unit membership, and the Town of Tiverton, Rhode Island (“Town”), by and through the Town Administrator, pursuant to his authority under Section 503(9) of the Town of Tiverton Home Rule Charter (“Charter”), and with approval from the Tiverton Town Council, pursuant to its authority under Section 407(13) of the Charter. The Union and the Town may be individually referred to herein as a Party and collectively referred to herein as the Parties.

WHEREAS, the Town and the Union are currently parties to a collective bargaining agreement with a term ending June 30, 2025 (“CBA”);

WHEREAS, on May 29, 2024, the Union, through its counsel, emailed the Town, through its labor counsel, and made a “request to bargain under the Firefighters’ Arbitration Act, for the contract period from July 1, 2025 through June 30, 2026” (“Request to Bargain”);

WHEREAS, since receiving the Request to Bargain, the Town has met informally with the Union on numerous occasions (June 25; July 16, 23; August 14, 27; September 3, 10, 20; and October 1) in an attempt to reach agreement, in good faith, on a successor collective bargaining agreement that would commence July 1, 2025;

WHEREAS, through their informal meetings, the Parties reached four tentative agreements, titled “First Tentative Agreement” (dated 9-3-24), “Second Tentative Agreement” (dated 9-20-24), “Third Tentative Agreement” (dated 10-1-24), and “Fourth Tentative Agreement” (dated 10-1-24), all of which have been duly ratified by the Tiverton Town Council and the Union bargaining unit membership;

WHEREAS, the Parties' Fourth Tentative Agreement identifies various changes that will take effect during the term of the existing CBA, and it states that the remaining proposals set forth in the First, Second, and Third Tentative Agreements will take effect on July 1, 2025; and

WHEREAS, the purpose of this Agreement is to memorialize those specific changes to the CBA that the Parties agree will take effect during the term of the existing CBA on the dates specified herein.

NOW, THEREFORE, the Parties hereby agree to the following:

1. The Town and the Union agree that the following changes to the existing CBA will take effect on [Insert Date that is within 30 days from ratification], unless a different date is otherwise specified below:

a. Article VI, Section 3 (Firefighting Units/Rescue – Overtime)

Amend second paragraph as follows:

“The Fire Marshal shall be eligible to work overtime on the line after all bargaining unit members eligible to work overtime have been offered the overtime and refused. The Fire Marshal may be permitted overtime at the Fire Chief’s discretion to perform fire prevention related and/or investigation duties.”

b. Article VII, Section 1 (Civic and Private Details)¹

Amend subparagraph (b) as follows:

“All employees covered by this Agreement who are assigned to a special detail of a private nature for an employer other than the Town shall be guaranteed a minimum of four (4) hours pay at the rate of time and one-half (1 ½) the ~~Captain’s~~ lieutenant’s rate of pay plus \$1.75. For private details worked starting on Fridays at 1500 hours until Mondays ending at 0700 hours and for private details worked on the holidays identified in Article VIII, Section 1 of this Agreement below, the pay rate shall be twice the private detail rate identified above [i.e., 2 x (1.5 x Captain’s rate)] (i.e. 2 x 1 ½) Lieutenant’s rate + \$1.75).”

¹ Subject to Casino objection.

Amend subparagraph (d) as follows:

“Exempt clause: For purposes of this Article, civic details are defined as work performed for the Town of Tiverton, Tiverton School Department, or organizations which are not for profit or support similar goals/purposes. Civic details shall be paid at the fixed rate of \$36.00 ~~\$30.00~~ per hour regardless of the day on which the civic detail is worked. The civic detail rate shall increase to \$38.00 commencing July 1, 2026, and to \$40.00 commencing July 1, 2027.”

Delete the following paragraph and chart appearing at the end of the section:

~~“Holidays to receive special Private Detail rate:~~

New Years Day	Thanksgiving Day
Easter Sunday	Christmas Day
July 4	Christmas Eve (4 p.m. to midnight only)
Labor Day	New Years Even (4 p.m. to midnight only)”

c. Article VIII, Section 1 (Paid Holidays)

Amend by adding Juneteenth to the list of recognized holidays.

d. Article VIII, Section 2 (Vacations)

Amend by adding a new paragraph that states:

“At the end of the fiscal year, employees covered by this agreement shall be entitled to sell back to the Town unused vacation time, which shall be computed on the employee’s base pay, EMS incentive, and longevity pay as of June 30. The Union has agreed to this paragraph as a measure to help reduce overtime.”

e. Article VIII, Section 3 (Vacation Schedule)

Delete final paragraph and replace with the following:

~~“For purposes of scheduling vacations subsequent to Memorial Day and up to June 30th only, a maximum of one (1) firefighter per shift may be on vacation at any one time. Two members shall be allowed on vacation at one time for the following time periods: Memorial Day Weekend, the month of July, the month of August and Labor Day Weekend. All other times only one member shall be allowed on vacation at a time. The provisions of this~~

paragraph shall sunset on June 30, 2015. A maximum of two (2) firefighters may be on vacation per shift commencing on the Saturday of Memorial Day weekend through and including the Monday of Labor Day weekend. For the remainder of the year, a maximum of two (2) firefighters may be on vacation per shift, unless the Fire Department's overall line staffing drops below 26 line firefighters, in which case the Fire Chief, or the Chief's designee, may allow a maximum of one (1) firefighter to be on vacation per shift. In making the calculation in the immediately preceding sentence, firefighters on leave for thirty (30) calendar days or longer for any reason (e.g., FMLA, IOD, military leave, sick leave) shall be considered vacancies and, therefore, shall not be counted. Notwithstanding anything in this paragraph to the contrary, a maximum of one (1) firefighter may be on vacation per shift on July 4th, Thanksgiving, Christmas, and New Year's Day."

f. Article X, Section 7 (Funeral Expenses)

Amend as follows:

"Any employee who dies in the line of duty shall have their funeral expenses covered up to ~~ten thousand dollars (\$10,000.00)~~ ~~seventy five hundred dollars (\$7,500.00).~~"

g. Article X, Section 8 (Vision Care Rider)

Delete and replace with the following:

"All active members of the Tiverton Fire Department enrolled in Town sponsored health insurance and each dependent member of their family shall be reimbursed up to \$100.00 annually for prescription glasses."

h. Article XI, Section 2 (Protective Gear)

Delete Mittens, CPR Mask, and Radio Case from the list.

Add Flashlight and Mask Bag to the list.

Add "*" to "Hitch Boots", which states:

"*The Town agrees to supply firefighters attending the Rhode Island State Fire Academy with a set of rubber hitch boots. After completing probation, the Town agrees to supply new firefighters with leather hitch boots. For all existing members of the fire department, the Town intends to purchase a pair of leather hitch boots during the term of this Agreement."

i. Article XI, Section 3 (Work Uniforms)

Amend third sentence as follows:

“Firefighters shall be permitted to wear station uniform shorts during the months of May, June, July, August, and September, and October.”

j. Article XIV, Section 1 (Grievance Procedure)

Amend second paragraph as follows:

“An individual having a grievance shall reduce the same to writing within fifteen (15) days of the employee’s knowledge or when the employee should have known of same, and present it to the Chief of the Fire Department, with a copy of the written grievance sent to the Town Administrator, ~~who shall answer the grievance within fifteen (15) days, and if not settled~~ Within seven (7) days of receipt of the written grievance, the Fire Chief or the Chief’s designee will schedule a meeting for a discussion of the grievance, which may be attended by the Grievant, the Fire Chief, the Deputy Fire Chief, and a Union Representative. When possible, this meeting will be scheduled during the Grievant’s shift. Within ten (10) working days of said meeting, the Fire Chief shall issue a written decision. If the grievance is not resolved, then the employee shall within fifteen (15) days of the Chief’s decision ~~Chiefs answer~~, in writing, bring such grievance to the attention of the Executive Committee of Local 1703. Said Executive Committee shall, within five (5) days of the receipt of the grievance arrange for the employee to present his alleged grievance at a meeting of a majority of said Local’s Executive Committee. It shall be the responsibility of the Executive Committee to determine the justification of the grievance.”

Amend fifth paragraph as follows:

“In addition to the foregoing, Local 1703 through its Executive Board shall have the right to file a grievance on its own behalf or on behalf of any employee covered by this Agreement. 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, with a copy of the written grievance sent to the Town Administrator. Within seven (7) days of receipt of the written grievance, the Fire Chief or the Chief’s designee will schedule a meeting for a discussion of the grievance, which may be attended by the Grievant, the Fire Chief, the Deputy Fire Chief, and a Union Representative. who shall answer the same within fifteen (15) days of receipt. When possible, this meeting will be scheduled during the Grievant’s shift. Within ten (10) working days of said meeting, the Fire Chief shall issue a written decision. If in the judgment of the Executive

Committee, the nature of the grievance justified 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."

Add a new paragraph that states:

"The timelines set forth in this Article XIV may be extended by mutual written agreement."

k. Article XVII, Section 1 (Sick Leave)

The Town and the Union agree to memorialize the following in an MOA:

"The Town and Local 1703 agree that the 'sick leave fund' referenced within the 7th and 8th paragraphs of Article XVII, Section 1 of their CBA shall be available only to the 5 active firefighters who contributed to the 'sick leave fund' prior to July 1, 2015, and shall not be available to firefighters hired on or after July 1, 2015. For those 5 active firefighters who contributed to the 'sick leave fund' prior to July 1, 2015, their eligibility to utilize the 'sick leave fund' shall be unaffected by this MOA and shall continue to be governed by the terms and conditions of the 7th and 8th paragraphs of Article XVII, Section 1 of the CBA.

The Town and Local 1703 will continue negotiating in good faith to create a new and separate sick leave bank that will be available only to firefighters who were hired on or after July 1, 2015, and, therefore, did not contribute to the 'sick leave fund' referenced within the 7th and 8th paragraphs of Article XVII, Section 1 of the CBA. The Town and Local 1703 agree that firefighters hired before July 1, 2015, may donate their excess sick leave to the sick leave bank referenced in this paragraph, but they shall not otherwise be eligible to participate in the sick leave bank referenced in this paragraph."

l. Article XXV, Section 2 (Promotional Examinations)

Amend Subparagraph (d)(1) as follows:

"Promotional examinations shall be based on competitive examinations composed of the following parts:

- 1) Written examination – 60 point value*

Examinations shall be prepared outside the Department. Reference material shall be provided by the Department and one (1) set at least ~~two (2) sets~~ of study material shall be provided by the Department

for each applicant. There shall be a passing grade of seventy (70) out of a possible one hundred (100) on the written examination.”

Amend “**” in relation to the selection of the third panel member for the oral examination as follows:

“The panel chosen to conduct the oral portion of the examination shall be comprised as follows: one panel member chosen by the Fire Chief, one panel member chosen by the Union, and a third panel member chosen by the first two panel members. If the Town’s and Union’s selections cannot agree on the third Oral Board Member, as a tie breaker, the third member shall be selected by the Town Clerk by blindly picking from a hat consisting of two names, one proposed by the Fire Chief, or designee, and one proposed by the Union President, or designee. Panel members shall at least hold the rank of Lieutenant for the Lieutenant’s panel and the rank of Captain for the Captain’s panel. The oral examination shall be held within thirty (30) days after the written examination.”

Delete the final 2 paragraphs regarding “Source of Materials” and replace with the following:

“Within thirty (30) days after completion of each written examination (Captain, Lieutenant, and Fire Marshal), the Chief shall post any changes to the source of materials list for the next written examination, with a copy of the notice provided to the President of the Union.”

m. Article XXV, Section 3 (Promotional Examination – Fire Marshal)

Amend subparagraph (f) as follows:

“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 his/her rank, ~~but the rank shall be suspended while he/she is in the office of Fire Marshal.~~”

n. Article XXX, Section 1 (Training and Education)

Add new subparagraph, which states:

“The Chief of the Department shall have the authority to call an all-hands drill two (2) times per year for which drill members shall be paid time and one-half their regular rate of pay. The all-hands drill shall be conducted weekdays between 8 am and 4 pm. Members on prior approved leave are

exempt from attending. The Chief shall provide at least twenty-one (21) days' notice of such all-hands drills."

o. New Article, Section 1 (Training Reimbursement)

Add new article that states:

"The parties understand that probationary firefighters, within ninety days of appointment as such, are required by the Town to execute an agreement in form satisfactory to the Town requiring that they pay \$3,500 to the Town, representing the tuition cost incurred by the Town in association with their attendance at the Rhode Island Fire Academy, in the event that they voluntarily leave employment with the Town prior to completing their probationary period with the Town; that they pay \$1,750 to the Town if they voluntarily leave the employ of the Town within one (1) year after completing their probationary period with the Town; and that they pay \$1,000 to the Town in the event that they voluntarily leave the employment of the Town more than one (1) year but less than two (2) years after completing their probationary period with the Town. The parties agree that such individual agreements shall be binding upon the employee and the Town during and after the employee's probationary period."

p. Training Captain / Lieutenants

Effective on or before January 1, 2025, the Town will create new "Training Captain" position within the Fire Department, which will be paid at the rate of Captain, and which will be subject to the following conditions:

- The parties agree to amend Article XXIII, Section 4 (Additional Officers) as follows:

"Effective [Add date that is on or before January 1, 2025] ~~July 1, 2019~~, each shift will consist of one (1) Captain and one (1) Lieutenant ~~two (2) Lieutenants~~. Effective January 1, 2027, each shift will consist of one (1) Captain and two (2) Lieutenants."

- The Town will promote the Training Captain from the existing Captain's promotional list. The 3 current Lieutenant vacancies will remain vacant until January 1, 2027, and the fourth Lieutenant vacancy created through the promotion of a Lieutenant to Training Captain will also remain vacant until January 1, 2027.
- Each of the 4 existing line Captains will assume one of the following duties, which will be explained in more detail in revised job descriptions developed by the Fire Chief, with the Union's input:

- EMS Officer
- Hazardous Materials / Personal Protective Gear and Equipment
- Apparatus Maintenance
- Station Maintenance and Supply

q. Miscellaneous:

Pursuant to Article V, Section 1 (Duties) of the CBA, the Union agrees to support the Town of Tiverton and the Town of Little Compton entering into a Memorandum of Agreement, in a form substantially equivalent to Exhibit A attached hereto, concerning the Town’s use of Little Compton Firefighters/Rescue Personnel on a per diem basis when the Town is unable to fill vacancies on a voluntary basis using members of the Local 1703 bargaining unit.

2. In addition to the changes described above, the Town and the Union agree to adhere to the terms of their duly ratified Tentative Agreement (signed July 18, 2024), which is attached hereto and incorporated herein as Exhibit B.

3. Except as otherwise expressly provided herein, the Parties agree to retain unchanged all other terms contained in the current CBA through June 30, 2025.

 Christopher Cotta, Town Administrator
 Town of Tiverton

 Nick Barboza
 IAFF, Local 1703

 Date

 Date

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