

Joe:

As discussed, I'm sending you two DRAFT documents reflecting our tentative agreement in East Greenwich. One is for the remainder of this fiscal year, and the other covers the three years commencing July 1, 2018. As you'll see, these need some additional information, such as in the grievance section, which we've yet to completely work through. The other highlighted information can easily be filled in, but I wanted to send you these to review the substantive provisions with enough time before we present this to the Town Council. My side is still reviewing this as well, but, again, I wanted you to review and comment on the documents to be sure we are not too far off base.

As you know, I'm away this week, but please feel free to call me after you've had a chance to review with any comments, concerns and suggested revisions.

Thanks,

Tim

**TENTATIVE AGREEMENT BETWEEN THE TOWN OF EAST GREENWICH AND
THE EAST GREENWICH FIREFIGHTERS ASSOCIATION, LOCAL 3328, IAFF, AFL-
CIO FOR A NEW COLLECTIVE BARGAINING AGREEMENT DATED JULY 1, 2018
TO JUNE 30, 2021**

The Town of East Greenwich, Rhode Island ("Town") and the East Greenwich Firefighters Association, Local 3328, IAFF, AFL-CIO ("Union") have reached the following tentative agreement on the terms of a successor Personnel Policies and Contractual Agreement for the period of July 1, 2018 to June 30, 2021 ("FY2019-FY2021 CBA"), which they will present to the Town Council and the Union membership for ratification. The Town and the Union intend to continue the terms of the modified FY2017-FY2018 CBA in the FY2019-FY2021 CBA, except as otherwise stated below

1. 3-Year Term:

- a. Section 1-1 shall be amended to read: "Pursuant to Title 28, Chapters 7 and 9 of the Public Laws of the State of Rhode Island, this agreement is made and entered into this _____ day of _____, 20__ A.D., by and between the Town of East Greenwich and the East Greenwich Fire Fighters Association Local 3328, International Association of Fire Fighters, AFL-CIO."
- b. Section 1-3 shall be amended to read: "This agreement shall be for a term of three (3) years, commencing July 1, 2018 and ending June 30, 2021."

2. Staffing:

- a. Amend Section 10-3 to read: "Effective July 1, 2018, the staffing of the Department shall consist of 1 Captain, 1 Lieutenant and three firefighters assigned to Station 1, and 2 Lieutenants and two firefighters assigned to Station 2 for a total of nine per platoon. (See Section 61 "Chain of Command" for structure). One of the professional firefighter positions on each of the four platoons shall be a "floater" and

1, 2016 TO JUNE 30, 2019 The Town of East Greenwich, Rhode Island ("Town) and the East Greenwich Firefighters Association, Local 3328, IAFF, AFL-CIO ("Union") have reached the following tentative agreement to modify the terms of their Personnel Policies and Contractual Agreement dated July 1, 2016 to June 30, 2019 ("FY2017-FY2019 CBA"). Unless expressly indicated below, the following modifications will become effective upon the ratification of this tentative agreement by the Town Council and the Union membership:

1. Modified Term: a. Section 1-1 shall be amended to read: "Pursuant to Title 28, Chapters 7 and 9 of the Public Laws of the State of Rhode Island, this agreement is made and entered into this _____ day of _____, 20__ A.D., by and between the Town of East Greenwich and the East Greenwich Fire Fighters Association Local 3328, International Association of Fire Fighters, AFL-CIO." b. Section 1-3 shall be amended to read: "This agreement shall be for a term of two (2) years, commencing July 1, 2016 and ending June 30, 2018."

2. Staffing: a. Sections 10-4 and 10-5 shall be deleted. b. Add a new Section 10-4, which states: "There shall be no less than thirty-six (36) line firefighters, one (1) Fire Marshal and one (1) Chief Clerk through June 30, 2018." c. Section 61 shall be amended to reflect the Table of Organization that was in effect as of June 30, 2015, which is labeled "Current TO&E" in the FY2017-FY2019 CBA.

3. Compensation Time: Page 2 of 5 a. Sections 39-2 and 55-1 shall be deleted. b. The definition of "Compensation Time" in Section 3 shall be deleted. c. The Town shall compensate employees for their accrued and unused compensation time balances on or about the first payroll after January 1, 2018.

4. Dispatch: a. Agree to terms of a Memorandum of Agreement, which shall include the following language and which is attached to and incorporated within the CBA: "a. Upon the Town exercising its right to privatize, civilianize, subcontract, or regionalize the Fire Department's dispatch function or its right to consolidate the dispatch function with any other department or agency, Section 64 of the agreement shall become null and void and shall be stricken from the agreement." "b. If the Town exercises its right to civilianize the Fire Department's dispatch function, but the physical location of the dispatchers remains within the Town's Fire Station # _____, the Town hereby agrees to recognize Local 3328 as the collective bargaining representative for such civilian dispatchers." "c. If the Town exercises its right to privatize, civilianize, subcontract, or regionalize the Fire Department's dispatch function or if it consolidates the dispatch function with any other department or agency, and the Town moves the physical location of the dispatchers from the Town's Fire Station # _____, the Town and the Union hereby agree that Local 3328 shall not be the collective bargaining representative for such dispatchers."

5. Deputy Chief: a. Delete all references to the Deputy Chief from the agreement, except for Section 1-2. Page 3 of 5 i. In Section 3, amend the definition of "Chief" to read: "The duly appointed Chief of the East Greenwich Fire Department." ii. Amend Section 10-1 to read: "Appointments to newly established positions or appointments to vacant positions, with the exception of the position of Chief, shall be offered to present employees of the Department, providing they are qualified for the position being filled." iii. Amend Section 38 to read: "Section 38 Officers Applying for Chief Position 38-1 In the event there occurs a vacancy in the position of Chief of the Department, all professional firefighters of the rank of Lieutenant or above who possess a minimum of fifteen (15) continuous years of firefighting service for the East Greenwich Fire Department, who are interested in filling the vacancy and apply for such, shall be granted an interview. If said professional firefighter is not advanced in the hiring

process he/she shall be provided a written explanation which may, in the firefighter's election, remain confidential." iv. Delete references to Deputy Chief in Section 51-2(a), (b), and (c). 6. Grievances: a. The Union agrees to withdraw all outstanding grievances and related demands for arbitration, including the following: i. Grievance 2017-01; Grievance 2017-02; Grievance 2017-03; Grievance 2017-04; Grievance 2017-05; Grievance 2017-06; Grievance 2017-07; Page 4 of 5 Grievance 2017-08; Grievance 2017-09; Grievance 2017-10; Grievance 2017-11; Grievance 2017-12; _____ . ii. [LIST ARBITRATION CASES] 7. The Town agrees not to file an appeal of the decision and final judgment that issued in _____ . 8. Sick Leave: a. Amend Section 15-1 to read: "Verification of illness may be requested by the Town after two (2) consecutive working days." b. Add the following as a new Section 15-8: "Employees shall be permitted to donate, through forms prepared and maintained by the Town, accrued sick leave to a firefighter on an extended leave of absence for an off-duty injury or illness that prevents the firefighter from performing the essential functions of his/her job; provided such injured firefighter has exhausted all paid leave available to him/her under this Agreement." 9. Injured on Duty Leave: a. Add the following to the end of Section 22-1: "Notwithstanding any provision of this Agreement to the contrary, the Town shall have the right to order an employee alleging to have sustained an injury and/or contracted an illness in the line of duty to undergo a medical evaluation by a specialist of the Town's choosing at intervals of up to one (1) evaluation every thirty (30) days. Notwithstanding any provision of this Agreement to the contrary, the Town shall have the right to order an employee alleged to have sustained an injury and/or Page 5 of 5 contracted an illness in the line of duty to undergo, prior to returning to duty, a fitness for duty evaluation by a specialist of the Town's choosing." 10. Medical and Dental a. Add the following as a new Section 30-7: "The Town may, in its discretion, opt to provide any of the insurance coverage provided for by this Agreement through an arrangement with an alternate carrier, provided the benefits and services provided by the alternate carrier shall be equivalent to the level of coverage as those set forth in this agreement." 11. Consent Decree a. A controversy exists between the Town and the Union concerning the Town's authority to assert a management right to implement a three-platoon structure in the Town's Fire Department during the term of the FY2018-FY2019 CBA. b. The Town and the Union agree to file a so-called friendly lawsuit in Rhode Island Superior Court pursuant to the Uniform Declaratory Judgment Act, R.I. Gen. Laws §§ 9-30-1 et. seq, seeking to resolve this dispute for the duration of the FY2018-FY2019 CBA. The foregoing tentative agreement shall be contingent upon final ratification by the Town Council and the Union membership. _____ Town of East Greenwich IAFF, Local 3328 _____
Date Date 00029553.DOCX