

**Agreement Between
The Town of Foster, Rhode Island
And
The International Association
of
Fire Fighters
Local #3422**

July 1, 2018 through June 30, 2021

CONTRACT

Pursuant to the provisions of Title 28, Chapter 9.01 of the General Laws of Rhode Island, 1956, as amended, entitled "Fire Fighters' Arbitration", this contract is made and entered into this 1st day of July, 2015, by and between the TOWN OF FOSTER and LOCAL 3422, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO.

ARTICLE I

RECOGNITION

The Town of Foster recognizes Local 3422, International Association of Fire Fighters, AFL-CIO, as the sole and exclusive bargaining agent for all uniformed employees of the Foster Emergency Services for the purpose of collective bargaining relative to wages, salaries, pension, hours, and working conditions. The rights of the Town of Foster and employees shall be observed for the orderly settlement of all questions.

ARTICLE II

UNION SECURITY - DUES

The Town of Foster agrees not to discharge or discriminate in any way against employees for union membership or activities. It is agreed by the parties that all full time dispatchers for the Town of Foster after the effective date of this contract shall become members of the Union and continue their membership throughout the life of this contract. It is understood that this clause in no way is to be interpreted as a waiver of any state, federal or city law.

The Town of Foster shall deduct union dues in accordance with the following authorization and forward to the Treasurer of the union such amounts as deducted:

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

TO: TOWN OF FOSTER

DATE: _____

I hereby authorize my employer to deduct from each weekly payroll my union dues until further notice.

Signature of Employee

Department

reasonably possible. The member who exercised their right to bump may elect to return to their original shift within thirty (30) days of the shift change.

ARTICLE VII

LAYOFF

- (a) In the event that the Town at any time during the term hereof lays off employees covered by this agreement, the same shall be done, if not forbidden by law, on the basis of strict seniority; that is, the last employee hired in the bargaining unit (including probationary employees) shall be the first to be laid off and so on until the number required to be laid off has been met.
- (b) No layoffs shall take place without the Town having first discussed the same with the union with a view toward minimizing the number of employees to be laid off or toward taking such action as may be possible to avoid the layoff of any employee provided however, that the Town's obligation under this paragraph shall be limited to notification and discussion and that its final decision shall not be subject to the grievance procedure or other appeal.
- (c) Employees shall be called back from layoff by seniority; the employee with the highest seniority being the first to be called back.

ARTICLE VIII

VACANCIES

As far as possible, the Town shall make every effort to plan for filling permanent vacancies as is now or may be covered by ordinance and department orders.

ARTICLE IX

MANDATORY SHIFT COVERAGE

- (a) In the event a shift becomes vacant for reasons other than holiday time, the replacement overtime shall first be offered to the members covered by this collective bargaining agreement. If all members are unable to work, the overtime work will next be offered to part time dispatchers and finally to other qualified police personnel. If still not filled, members of this collective bargaining unit will be ordered to cover the vacancy starting with the order of least seniority.
- (b) Effective July 1, 2004 all overtime for requested holiday time off shall first be offered to part time personnel. For the purpose of this article, personal days are not to be considered.

In the event an employee separates service either by retirement or resignation with the Town of Foster during the duration of the contract, the Chief of Police may elect to re-assign part-time employees to the "Swing Shift". This provision is subject to the following:

1. There shall be no less than four (4) full-time dispatchers until such time the Chief of Police elects to assign part-time employees to the "Swing Shift"; at such time there shall be a minimum of three (3) full-time dispatchers for the duration of the contract.
2. In the event the Chief of Police assigns part-time employees to the "Swing Shift", the pay differential of fifty (.50) cents per hour pertaining to the "Swing Shift" shall be applied to the employee assigned to the third (3rd) shift, (11:00P.M. – 7:00 A.M. Sunday through Thursday).
3. The above changes are only in effect for the duration of the current contract and shall be subject to negotiations in any subsequent contract.

The full-time employees may be reassigned to the below schedule:

7:00 A.M.	-	3:00 P.M. Monday through Friday
3:00 P.M.	-	11:00 P.M. Monday through Friday
11:00 P.M.	-	7:00 A.M. Sunday through Thursday

(d) SUBSTITUTIONS

The right to substitute may be permitted provided, however, that permission to substitute a full shift must be obtained from the approving supervisor by following departmental procedures to request time off. Substitutions on changing shift may be granted by the Chief of Police or Officer in Charge (OIC) and shall not be unreasonably denied.

- (e) All dispatchers shall be allowed to take a ten (10) minute break, whenever practicability allows, for every four (4) hours of their work assignment during regular work or working on an overtime work assignment. During the break period the on-duty dispatcher shall remain on the grounds of the police station. The practicability will be determined by the supervisor or OIC .
- (f) Any member who works the "swing shift" as a permanent schedule shall receive an additional fifty (.50) cents per hour for all regular scheduled hours worked on a "swing shift."

ARTICLE XII

OVERTIME

- (a) Members covered by this agreement who work any unscheduled shift other than a mutually arranged and granted substitution shift as defined in Article XI, Section (c) shall be paid for said shift at the rate of time and one-half (1.5) the normal hourly rate.
- (b) Members covered by this agreement who are required to work fifteen (15) minutes or more beyond their regular shift shall be paid at the rate of time and one-half (1.5) for all time worked beyond the regular shift.
- (c) Any member called back to duty shall be compensated time and one-half (1.5) for a minimum of four (4) hours.

ARTICLE XIV

SALARY SCHEDULE

Salaries shall be paid on a weekly basis with the week beginning on Sunday and ending on Saturday and shall be computed at thirty seven and one half (37.5) hours or forty (40) hours depending on the work schedule.

Commencing on July 1, 2018 the hourly salary rate for all members covered by this agreement shall be as follows:

Zero (0) to one year	\$17.30
One (1) to five (5) years	\$18.20
Five (5) years to ten (10) years	\$21.70
Ten (10) to twenty nine (29) years	\$23.63
Twenty nine (29) + years	\$23.90

Commencing on July 1, 2019 the hourly salary rate for all members covered by this agreement shall be as follows:

Zero (0) to one year	\$17.65
One (1) to five (5) years	\$18.56
Five (5) years to ten (10) years	\$22.13
Ten (10) to twenty nine (29) years	\$24.10
Twenty nine (29) + years	\$24.38

Commencing on July 1, 2020 the hourly salary rate for all members covered by this agreement shall be as follows:

Zero (0) to one year	\$18.00
One (1) to five (5) years	\$18.93
Five (5) years to ten (10) years	\$22.57
Ten (10) to twenty nine (29) years	\$24.58
Twenty nine (29) + years	\$24.87

ARTICLE XV

LONGEVITY PAY

**Effective July 1, 2015 Longevity Pay Schedule will be retired from contract.
See Attached Memorandum of Agreement signed 4/13/15.**

ARTICLE XVI

PENSION PLAN

Each member covered by this agreement shall be eligible for membership in the Rhode Island State Municipal Retirement System and will receive the benefits of and follow guidelines of that system.

ARTICLE XIX

VACATIONS

- (a) All members covered by this agreement shall be entitled to vacation according to the following schedule.

1 to 2 years of service	5 days
2 to 5 years of service	10 days
5 to 10 years of service	15 days
10 years and over	20 days
20 years and over	25 days

Available vacation time shall be posted on the employee's anniversary date of employment and shall be used before the employee's next anniversary date. Any unused vacation on the books at the end of one year from the date posted with exception to section (b) of this article, shall be paid in full to the member with accrued days. Members shall have the option of receiving pay in lieu of time off. One day of compensation is equal to eight (8) hours of the regular hourly rate of pay.

- (b) Any employee with three (3) or more years of service may carry over no more than ten (10) days of vacation per year to their next anniversary year.
- (c) Any employee with unused vacation time on the books at the time of termination, voluntary or involuntary, retirement or death, the employee or spouse and/or minor child shall receive 100% compensation for all accumulated time.

ARTICLE XX

HEALTH INSURANCE

- (a) All members covered by this agreement shall be entitled to receive full family coverage, semi-private plan under Blue Cross of Rhode Island if married or legally responsible for dependents and shall be entitled to full family coverage under Blue Cross/Blue Shield, "100" Plan (Classic Blue), a Major Medical Fifty (\$50.00) Dollar deductible Plan, or - Blue Cross/Blue Shield Health Mate with Scrip Plan and Vision Care Rider. All single members of the department without dependents shall be entitled to comparable coverage as an individual.
- (b) All members shall receive Delta Dental Level III Family Plan.
- (c) All new members hired on or after July 1, 2018, will contribute seventeen (17%) percent of the working rate for their elected medical and dental plan coverage. Effective July 1, 2019, all new members will contribute eighteen (18%) percent of the working rate for their elected medical and dental plan coverage. Effective July 1, 2020, all new members will contribute nineteen (19%) percent of the working rate for their elected medical and dental plan coverage.
- (d) Upon presentation of proof of coverage any member may opt to waiver medical coverage for the sum of \$5,000.00 per year, payable directly to the member.

Effective July 1, 2018 all new hires will receive \$4,000.00 per year payable directly to the member.
Effective July 1, 2019 all new hires will receive \$3,000 per year payable directly to the member.
Effective July 1, 2020 all new hires will receive \$2,000 per year payable directly to the member.

- (e) It is agreed that the Town of Foster will allow members retiring after July 2007 with twenty years or more of service to remain enrolled in the employee's group health plan and that the Town will contribute 40% toward individual health care for a maximum of seven (7) years after the retirement date.

ARTICLE XXIII

GRIEVANCE PROCEDURE

For the purpose of resolving alleged grievances of members of the Foster Emergency Services the following grievance procedure is accepted by both parties.

- (a) A grievance shall be considered when a member feels he/she has been grieved by a violation of the collective bargaining agreement or a violation of the duly established past practices of the parties.
- (b) Once a grievance has been filed and funneled through the Union Board, it shall be submitted to the Chief of Police within fifteen (15) business days following the event. The Chief of Police shall conduct a meeting to discuss the grievance within fifteen (15) days of receipt. He shall render his decision within fifteen (15) days of the meeting. If the grievance is settled as a result of the meeting, the settlement shall be reduced in writing and signed by the Chief of Police and the grievant.

If no settlement is reached within the said fifteen (15) days the grievance shall proceed to The Town Council and the grievant shall meet within twenty (20) business days at a time and location mutually agreeable. If either party feels it is necessary, the individual(s) involved in the grievance shall be ordered to appear at the meeting for the purpose of testifying on the grievance.

If agreement cannot be reached within seven (7) business days via the foregoing procedure, the grievance may be referred to arbitration by either parties giving to the other written notice thereof. The parties shall endeavor to select an impartial arbitrator by mutual agreement; but in the absence of such agreement within seven (7) business days after receipt of such notice, the matter shall be referred to the American Arbitration Association for selection of an arbitrator and arbitration proceedings in accordance with its Voluntary Labor Arbitration Rules. The fees and expenses of the impartial arbitrator shall be borne equally by both parties.

ARTICLE XXIV

TIME OFF FOR UNION BUSINESS

The Town agrees to replace without loss of pay or the requirement to make up such time when the President of Local 3422 attends any of the following Union functions during hours which she would normally be scheduled to work.

- (a) Formal contract negotiations with the Town of Foster
- (b) Grievance meetings with the Town of Foster
- (c) Arbitration hearings with the Town of Foster
- (d) Meetings called by the Town of Foster pertaining to matters directly concerning Local 3422.

Memorandum of Agreement

This Agreement, entered this 18 day of July 2018, between the Town of Foster, Rhode Island (herein "Town") and The Foster Emergency Services Local #3422 of the International Association of Firefighters, A.F.L.-C.I.O; (herein "Union"), is executed under the following terms and conditions:

WHEREAS, the Town and Union are parties to a collective bargaining agreement ("CBA") dated July 1, 2018 – June 30, 2021; and

WHEREAS, the Parties agree that this Memorandum of Agreement shall be subject to the grievance and arbitration provisions within the CBA and,

THEREFORE, the Parties, mutually and voluntarily agree to the following:

1. Any member with a total of thirty (30) years of full time employment with the Foster Police Department within the calendar year of 2019, shall have the option of receiving the current health care benefits provided to them pursuant to the CBA, inclusive of Medicare Part "A" and "B" and/or Medicare Advantage Plan , and/or BC Plan 65, when applicable, for a combined total of (7) seven years upon retirement.
2. The member shall contribute the percentage of shared healthcare costs pursuant to the CBA at the time of their retirement.
3. In addition, the member shall also receive individual health care for their spouse for a total of seven (7) years from the date of retirement in 2019, with the member contributing the percentage for the individual plan pursuant to the CBA.



Denise DiFranco
Foster Town Council President

Date: 7/18/18



Jo-Ann Law
Union President, IAFF Local #3422

Date: 7/18/18