



Memorandum of Understanding
Between
The Town of Tiverton
and
The Town of Little Compton



This Memorandum of Understanding (MOU) sets the terms and understanding between the Town of Little Compton and the Town of Tiverton concerning the Town of Tiverton's employment of certain qualified Little Compton firefighters on a limited temporary per-hour basis to fill vacant firefighter shifts as they occur within the Tiverton Fire Department.

Background

Due to an unforeseen number of vacancies in its Fire Department, the Town of Tiverton seeks to hire, on a temporary basis, individual qualified firefighters to fill the available shifts as directed by the Tiverton Fire Chief and agreed to by the Town of Little Compton.

Purpose

This MOU will provide an Agreement between the Town of Tiverton and the Town of Little Compton to pay the individual firefighters at a rate of \$31.50/hour for hours worked as directed by the Tiverton Fire Chief and agreed to by the individual firefighters. In each case, the Town of Little Compton remains the primary employer of the Little Compton firefighters temporarily filling shifts within the Tiverton Fire Department. The Town of Tiverton agrees to comply with R.I. Gen. Laws 45-19-1, as amended, with respect to injuries incurred by firefighters from Little Compton in the performance of their temporary duties for the Tiverton Fire Department. In addition, firefighters from Little Compton will be covered under the Rhode Island Interlocal Risk Management Trust's liability policy in the name of Tiverton while filling vacant shifts in Tiverton. Except as otherwise expressly provided herein, the parties agree that Little Compton firefighters will not be provided with any other pay or benefits as a result of their temporary employment with the Tiverton Fire Department and will not be covered by any provision of any agreement between the Town of Tiverton and Local 1703 of the International Association of Firefighters, AFL-CIO.

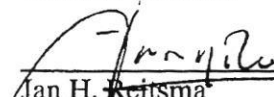
Payroll

Each temporary employee agrees to execute the necessary paperwork to become a temporary employee of the Town of Tiverton. Payroll records begin on ___ day, April __, 2019 and end on the pay date of April __, 2019. Thereafter, the temporary employee will be paid every two weeks beginning the pay date of April __, 2019 until the end of the Agreement.

Duration

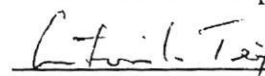
This MOU may only be modified by a written agreement signed by authorized officials of the respective Towns and ratified by the Tiverton Town Council. This MOU shall become effective upon signature by the authorized officials listed below and ratification by the Tiverton Town Council, and it shall remain in effect until June 30, 2019. Notwithstanding anything in this MOU to the contrary, either Town Administrator shall have the right to immediately terminate this MOU by providing written notice of such termination to the other Town.

Town of Tiverton


Jan H. Reitsma
Town Administrator

Date: 4/10/19

Town of Little Compton


Antonio A. Teixeira
Town Administrator

Date: 4.10.2019

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF TIVERTON AND LOCAL 1703,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO**

**TO BE APPENDED TO THE COLLECTIVE BARGAINING
AGREEMENT FOR JULY 1, 2018, THROUGH JUNE 30, 2021**

WHEREAS, the Tiverton Fire Department is currently staffed at a level below full complement, and seeks to maintain both a high level of training and service delivery and avoid large overtime expenditures, and;

WHEREAS, the Town of Tiverton and Local 1703 therefore wish to enter into a memorandum of understanding to govern the terms and conditions of hiring and employment of experienced Firefighter – EMT/C and EMT/P personnel who have been laid off or wish to transfer from other fire departments as "lateral transfers";

THEREFORE, the following agreement, effective this day of October 22, 2018, is entered into, freely and voluntarily under the terms and conditions as follows:

1. The Town may recruit and hire lateral transfers to fill vacancies, subject to the following qualifications:
 - a. Candidate has at least 2 (two) years of experience in another fire department, and if separated, was a member in good standing at the time of separation;
 - b. Candidate has passed the required physical agility test or passes the physical agility requirement within 6 months of hiring;
 - c. Candidate has acceptable character, as determined by a background investigation conducted by the Town of Tiverton;
 - d. Candidate has been reviewed positively after a personal interview (final round) with Chief of Department and at least one officer of the Department;
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2. For lateral transfers, the general aptitude test and psychological profile written exam are waived;
 3. Lateral transfer firefighter(s) will be paid at the base rate of pay corresponding to their level of experience as if that employee's career had begun in the Tiverton Fire Department, upon date of hire, provided that, no lateral hire will earn a base rate of pay greater than the first class firefighter base rate of pay;
 4. The standard one year probationary period is still in effect, during which time the employee may be disciplined or discharged without triggering progressive discipline or grievance procedures or requirements;
 5. For purposes of contractual benefits including but not limited to promotion, longevity, number of vacation and sick days, selecting vacation, bidding to stations and/or shifts, new hires will start at the bottom of the seniority order as new hires;
 6. This agreement will remain in effect for the duration of the current contract between the Town and Local 1703, which will expire on June 30, 2021;
 7. The parties to this agreement represent and warrant that they have employed legal counsel or other individuals to represent them with respect to this agreement and all matters covered by and relating to it. They have been advised, or have had an opportunity to be advised fully, by counsel with respect to their rights and with respect to the execution of this agreement, all of which have been read, fully understood, and have been found to be fair and equitable.
 8. It is expressly understood and agreed that the agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever, except by writing duly executed by authorized representatives of all parties to this agreement, and such parties acknowledge and agree that they will make no claim at any time or place that this agreement has been altered or modified orally in any respect whatsoever.
 9. The Parties acknowledge that this agreement shall not constitute practice or precedent, and that this Agreement, and the facts and circumstances giving rise to it, shall not be referred to, mentioned, submitted as evidence, or cited as practice or precedent in any future grievance, arbitration, litigation or situation of any kind except for the purposes of enforcing this agreement.
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10. Any dispute over the terms of this agreement shall be resolved by the grievance and arbitration procedure set forth in Article XIV of the Contract between the parties.

IN WITNESS WHEREOF, the Town of Tiverton and Local 1703, International Association of Firefighters, AFL-CIO, caused this Agreement by those officers duly authorized as of the day and year first above written.

TOWN OF TIVERTON

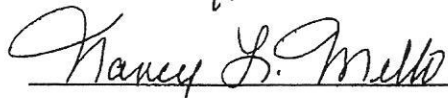
**LOCAL 1703, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO**

By: 
Town Administrator

By:  10/2/18
President

Ratification by Tiverton Town Council on:

Monday, October 22, 2018


Town Clerk



C. J. Jones

TOWN OF TIVERTON, RHODE ISLAND

**A RESOLUTION RELATING TO THE HIRING OF FIREFIGHTERS
ON A PART TIME OR PER DIEM BASIS**

WHEREAS, the Tiverton Fire Department (“Department”) is currently seeking to hire part-time and per diem firefighters to fill shifts that have become vacant due to resignations and retirement of several full-time firefighters;

WHEREAS, the recent resignations and retirements make it difficult for the Department to maintain staffing of seven (7) firefighters per regular shift, as well as to fill details under the Town’s host community agreement with Twin River Casino-Tiverton;

WHEREAS, the recent resignations and retirements have resulted in a high number of “call-backs” and an increase in overtime expense in the Department;

WHEREAS, overtime expense has been and continues to be a matter of significant concern for the Tiverton Town Council; and

WHEREAS, the need to control overtime expense has been one of several priorities addressed in recent negotiations with Local 1703 of the International Association of Firefighters, AFL-CIO (“Union”);

WHEREAS, the Town and the Union have reached a tentative agreement subject to Town Council ratification, which, among other things, removes restrictions on the Town’s ability to hire firefighters on a temporary, part-time or per diem basis; and

WHEREAS, the hiring of qualified firefighters on a temporary, part-time and per diem basis has been shown in other Rhode Island communities to be an effective and cost-efficient solution to staffing challenges such as those currently experienced by the Department;

NOW, THEREFORE, BE IT RESOLVED, that the Tiverton Town Council hereby authorizes the hiring of qualified part-time and per-diem firefighters who meet the minimum criteria set forth below, and further authorizes the Fire Chief to assign such part-time and per diem firefighters to fill regular shifts that occur within the Department as well as detail shifts that go unfilled at the Twin River Casino-Tiverton, subject to the terms and conditions below:

1. Each part-time and per diem candidate must
 - o be a US Citizen and at least 18 years of age
 - o be a high school graduate or possess a G.E.D. certificate
 - o possess and maintain a valid driver’s license
 - o possess a current PPE certificate or equivalent
 - o possess a current Rhode Island EMT Cardiac or Paramedic license
 - o have a Firefighter 1 certificate (FF 1 and 2 preferred) or equivalent
 - o have at least 1-year prior experience in related field

and, prior to appointment:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF TIVERTON AND LOCAL 1703,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO**

TO BE APPENDED TO THE CURRENT COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE TOWN OF TIVERTON AND LOCAL 1703

WHEREAS, the Town of Tiverton and the Tiverton Fire Department seek to maintain both a high level of training and service delivery and to avoid large overtime expenditures; and

WHEREAS, the Town of Tiverton and the Tiverton Fire Department seek to maintain a command structure in the department that allows for the most effective and safest handling of emergencies as well as day to day operations; and

WHEREAS, the Tiverton Fire Department is experiencing a shortage of available members who meet the contractual requirements for filling in as acting Lieutenants when there is a vacancy in the position; and

WHEREAS, the Town of Tiverton and Local 1703 wish to enter into a memorandum of understanding to allow for the filling of temporary vacancies in the Lieutenant position with members "working out of grade";

NOW, THEREFORE, the following agreement is entered into, freely and voluntarily under the terms and conditions as follows:

Article VI, Section 5 (Out-of-Grade Work), paragraph 2 of the Collective Bargaining Agreement is amended to read:

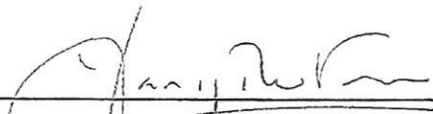
In the event that a shift officer is not on duty, a member of the department assigned to that shift who is of a lesser grade shall be an acting officer for the duration of the officer's absence. This member shall be selected from the list of qualified candidates for the officer's position according to the highest score.


In the event two (2) members on a shift have the same score, seniority will be the deciding factor. If there is no member on a shift who is on the list for the officer's position, the most senior member who has at least two and a half (2½) years of continuous service in the Tiverton Fire Department and meets all other requirements shall be appointed as acting officer. The acting officer will assume the duties and station assignment of the absent officer.

This agreement shall take effect upon signature by authorized officials of the Town of Tiverton and Local 1703, International Association of Firefighters, AFL-CIO, and ratification by the Tiverton Town Council. This agreement shall terminate on June 30, 2019 unless otherwise modified or agreed to by mutual consent of the parties.

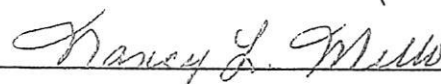
TOWN OF TIVERTON

LOCAL 1703, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO

By: 
Town Administrator
Date: 1/15/2019

By: 
President
Date: 1/15/2019

Ratified by Tiverton Town Council on:

1/14/2019

Town Clerk