

Central Coventry Fire District Regular Board of Directors Meeting

Annex Building 1675 Flat River Road., Coventry, RI 02816 August 02,2021 at 6:30 PM

Commissioners

Fred Gralinski-President/Chairman, Cynthia Fagan-Perry-Vice President, Richard Polselli, Carl Mattson, James Kuipers, Kristen Benoit, Russell McGillivray

Agenda

Call to Order
Pledge of Allegiance
Roll Call – Quorum Determination
Safety Instructions

Fred Gralinski, President Fred Gralinski, President Fred Gralinski, President Fred Gralinski, President

NEW BUSINESS:

- 1. Discussion of voting procedures for Annual Meeting and setting date for election and budget approval/adoption (Discussion/Action/Vote).
- 2. Presentation of proposed FY2021/2022 Budget (Discussion)
- 3. Presentation of Tentative Agreement/Settlement Agreement for 2020-2021 contract year and presentation of new collective bargaining agreement for 2021-2022. (Discussion Only).

PUBLIC COMMENT:

NEXT SCHEDULED MEETING

Next Regular Board of Directors Meeting, August 03, 2021.

ADJOURNMENT

Fred Gralinski, President



Board of Directors Meeting

Attendance Sign-In Sheet August 03 2021

Board of Directors

Fire District

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Fred Gralinski, President	Gayle Corrigan, District Manager
TIEG GIGIIISKI, FIESIGETII	Cayle Comgan, Disiner Managor
Cyrthea'h. Fazan-Ferry	Excused
Cynthia Fagan-Perry, Vice President	Linda Dykeman, Finance Manager
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Richard Polselli, Director	David D'Agostino, Esq.
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Carl L. Mattson, Director	Frank Brown, Chief
James Kuipers, Director	Daniel Kaplan, District Administrator
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Kristen Benoit, Director	
Russell McGillivray, Director	
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CENTRAL COVENTRY FIRE DISTRICT Regular Meeting of the Board of Directors August 03, 2021 @ 6:30 PM Annex Building 1675 Flat River Road, Coventry, RI 02816

The meeting was called to order by President Gralinski at 6:30 PM. A quorum was present consisting of: President Fred Gralinski, Vice President Cindy Fagan-Perry, Directors Carl Mattson, James Kuipers, Kristen Benoit, and Russell McGillivray, Legal Counsel David Dagostino, Esq., of Gorham & Gorham, Inc., Chief Brown, District Manager Corrigan, and District Administrator Kaplan were present. Director Richard Polselli was excused. President Gralinski led the Pledge of Allegiance, safety instructions, and roll call.

New Business:

Legal Counsel Dagostino gave an in-depth presentation of Tentative Agreement/Settlement Agreement for 2020-2021 contract year and presentation of new collective bargaining agreement for 2021-2022.

A motion to approve the Ratification and approval of Tentative Agreement/Settlement Agreement for 2020-2021 contract year and ratification and approval of new collective bargaining agreement for 2021-2022.was made by Director Kuipers, seconded by Vice President Fagan-Perry, and unanimously approved.

The presentation of an updated proposed budget for FY2021/2022 was presented by District Manager Corrigan. The updated proposed budget can be viewed on the CCFD website.

Public Comments:

There were no public comments

The next meeting of the Central Coventry Fire District Board of Directors will be August 19, 2021.

A motion to adjourn was made by Director Mattson, seconded by Director McGillivray, and unanimously approved. The meeting was adjourned at 7:15 P.M.

Respectfully submitted, Daniel Kaplan, District Administrator

Coventry Professional Fire Fighters, Local No. 3372, International Association of Fire Fighters, AFL-CIO. -andThe Central Coventry Fire District

2020-2022 Settlement Agreement & Tentative Agreement for a Collective Bargaining Agreement

The following Settlement Agreement & Tentative Agreement ("Agreement") is herein agreed to between the Central Coventry Professional Fire Fighters, Local No. 3372, International Association of Fire Fighters, AFL-CIO ("Local"), and the Central Coventry Fire District ("District"), with both the Local and District collectively referred to as the "parties".

- 1. The parties agree to settle the American Arbitration Association ("AAA") Case No. 01-20-0010-2910, Interest Arbitration for the contract year 2020-2021 between the parties. The settlement shall be in accordance with the belowcited terms:
 - a) The Local's claim that their members are entitled to overtime pay in accordance with R.I.G.L. § 28-12-4.1(c) as of September 1, 2020, and the District's arguments in opposition thereto, which is the subject matter of the case pending before the Rhode Island Department of Labor and Training ("RIDLT") in Case No. 2020-0269, shall be preserved, with the parties reserving all rights to their respective positions. This Agreement cannot be utilized by either party in the above-cited RIDLT Case No. 2020-0269.
 - b) More specifically, the Local preserves all of its rights and claims it has with respect to the matters set forth in the above-cited Section 1, subsection (a) of this Agreement, whether it be before any state or federal agency or in any state or federal court.
 - c) More specifically, the District reserves all of its defenses to any claim that the Local may have regarding those matters set forth in the above-cited Section 1, sub-section (a) of this Agreement, whether it be before any state or federal agency or in any state or federal court.
 - d) The parties agree that the current lawsuit pending in the United States District Court for the District of Rhode Island entitled "Almagno v. CCFD, 2020-440-JJM-LDA" shall not be impacted in any way because the parties have entered into this Agreement. This Agreement cannot be utilized by either party in the above-cited "Almagno v. CCFD, 2020-440-JJM-LDA" case.
 - e) The parties agree that subject to the matters set forth above in this Agreement, all the terms set forth in the Collective Bargaining Agreement dated September 1, 2015 to August 31, 2020 shall be in effect between the parties for the period of September 1, 2020 to August 31, 2021.

- 2. The parties agree to settle the AAA Case No. 01-21-0002-5727, Interest Arbitration for the contract year 2021-2022. The settlement terms between the parties shall result in the execution of a new Collective Bargaining Agreement dated September 1, 2021 to August 31, 2022 (the "new CBA") as cited below:
- 3. The new CBA shall not contain any contractual language pertaining to the Federal Fair Labor Standards Act ("FLSA").
- 4. The new CBA shall not contain any contractual language pertaining to any overtime compensation cap.
- 5. The new CBA shall incorporate contractual language outlining the terms of how salary/compensation and overtime/call back shall be paid to all fire fighters:
 - a) All platoon Fire Fighters shall be paid their straight hourly pay amount for fifty-six (56) hours per week. This amount of fifty-six (56) hours shall be paid every week regardless of the actual scheduled hours in a given week. This pay schedule is due to the fact that all platoon Fire Fighters shall work an average of fifty-six (56) hours per week over an eight (8) week (seven (7) days per week) period.
 - b) All platoon Fire Fighters, shall in addition to the terms set forth as citedabove in Section 5, sub-section (a), shall receive fourteen (14) hours pay, at half their straight hourly pay amount (half-time). This amount shall be paid to them every week regardless of the actual scheduled hours in a given week.
 - c) All platoon Fire Fighters who work in addition to their normal schedule, shall receive overtime pay which shall be one and one-half (1-1/2) their hourly pay amount for all hours worked outside of their said schedule.
 - d) The base salary of the Division Chief and the Fire Marshal shall be calculated on a forty (40) hour work week.
 - e) The Division Chief and the Fire Marshal who work in addition to their normal schedule, shall receive overtime pay which shall be one and one-half (1-1/2) their hourly pay amount for all hours worked outside of their said schedule.
- 6. All employees covered under the terms of the new CBA shall receive a three percent (3%) salary increase effective August 30, 2022.
- 7. The new CBA shall incorporate contractual language that amends how the Division Chief and Fire Marshal positions shall discharge vacation and personal leave, said leave shall be discharged in accordance with their daily shift schedule of a ten (10) hour day. The Division Chief and Fire Marshal shall have twenty (20) vacation days and one (1) personal day, both categories of leave shall be valued at a ten (10) hour day.
- 8. The new CBA shall incorporate contractual language regarding Life Insurance as follows:

"The District shall pay to Local 3372 a total of Eight Thousand Dollars (\$8,000.00) on February 1, each year, in lieu of providing life insurance to the members of the Department. The Union shall indemnify and hold the District harmless for any breach of the Union's obligation under provisions of this paragraph, so long as the District funding has been provided to the local on or before February 1st of each year."

- 9. Except for those terms amended by this Agreement, the parties agree that all the terms in the Collective Bargaining Agreement dated September 1, 2015 to August 31, 2020 between the parties, shall be incorporated into the new CBA.
- 10. The parties agree that this Agreement shall be subject to ratification by the Local and the District; and that the new CBA shall be executed no later than August 3, 2021.
- 11. The parties agree that upon execution of the new CBA, the Local shall withdraw the above-cited arbitration cases. Any and all costs and expenses charged by the AAA and/or the neutral arbitrator's presiding over said cases, shall be borne equally between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective representatives who have actual authority to bind and enter into the various obligations set forth herein.

FOR THE LOCAL

Kevin McCann, President Central Coventry Professional Fire Fighters, Local 3372, IAFF, AFL-CIO	Witness	
FOR THE DISTRICT		
Fred Gralinski, President District Board Central Coventry Fire District	Witness	

Total 40000 Administrative 50000 Operations 50200 Rescue Recovery Fees 50250 Fuel 50300 Insurance - General Liability and Property 50720 Repairs and Maintenance - Station	4000 Administrative 40100 Audit/CPA Services 40200 Board Meetings 40210 Board Member Stipends 40220 Finance Director/Treasurer 40230 Administrative Insurance 40300 Tax Collecting Expense 40400 Legal - General 40450 Legal - Labor Negotiations 40475 Professional 40500 Office/Miscellancous 40510 Bank Fees 40600 Dues and Subscriptions 40700 Accounting and Payroll Costs 40800 Software and Hardware	Total 39500 Department Revenue 39900 Other Revenue 39930 Interest & Penaltics on Taxes 39935 Bank Interest Income 39940 Asset Sales/Misc Revenue Total 39900 Other Revenue TOTAL DISTRICT REVENUE	39201 Tax Levy - Prior Years Total 39000 Tax Revenue 39500 Department Revenue 39600 Rescue Run Recovery 39700 Fire Marshal Services 39800 Detail Reimbursement	39000 Tax Revenue 39100 Tax Levy - Current Year
266,434 23,534 41,842 51,655 51,360	15,750 3,243 14,000 117,000 117,000 274 14,656 64,319 - - 1,153 235 722 3,171 7,905 24,006	620,138 105,900 1449,956 555,856 \$ 5,438,427	199,426 4,262,433 594,948 24,965 225	(Audited) 4,063,007
283,950 22,000 43,000 43,600 20,000	15,000 3,500 14,000 108,000 550 15,000 55,000 35,000 15,000 15,000 15,000 15,000 1,000 3,250 8,000 10,000		175,000 4,280,348 4,280,348 575,000 25,000 2,500	FX 21 (Enacted) 4,105,348
342,226 17,913 40,215 34,780 30,051	15,000 8,455 14,000 108,000 242 13,406 41,409 100,000 11,250 1,297 522 265 2,620 7,510 18,250		255,000 4,360,348 531,194 13,836 12,035	4,105,348
18,900 40,000 70,000 15,000	15,000 3,250 6,400 54,500 40,000 40,000 - 1,300 525 2,000 2,750 8,000 6,720	\$60,000 \$5,000 1,500 100 86,600 \$5,371,762 \$	195,000 4,725,162 4,725,162 540,000 14,000 6,000	
(187,881) 987 (215) 35,220 Estimate - renewal pushed to 8/10/2021 (15,051) FY21 repairs and environmental study	- Per audit RFP (5,205) All day referendum - 9/13/2021 (7,600) Officer (2) \$1,200; member (5) \$800 (53,500) \$4,500 MRP; \$50,000 TBD 158 Beacon Mutual 94 \$10,000 Vision software; \$3,500 postage (1,409) (100,000) Resolution of interest arbitrations and grievances (11,250) One-time Prism audit 3 Checks; ink; various office supplies 3 1,735 Fire marshal code subscription renewal 130 \$165/mo payroll + \$770/annual QB 490 Firehouse; Imagetrend; photocopier; IT (11,530) FY21 hardware upgrades	2,935 1,264 (5,750) (3,525) (8,011) - 359,739	(60,000) 364,814 8,806 Review rescue recovery presentation 164 (6,035) Includes Johnson's pond fireworks	Pst FY21 Note 424,814 8% tax increase; 94% collection rate

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Fiscal Year 2022 Draft Proposed Budget

Total 70000 Personnel Costs - Administrative	70400 Dental Insurance - Administrative	70300 Medical Insurance - Administrative	70200 Administrative Payroll Taxes	70100 Administrative Salaries/Compensation	70000 Personnel Costs - Administrative	Total 60000 Personnel Costs-Union	63200 Recruitment/Medical Exams	63100 Promotional Exams	63000 Training/Academy	62000 Injured On Duty Insurance	61500 PEHP	61400 Life Insurance	61300 HR/SA Account Fees	61200 Dental Insurance - Union	61100 HRA Medical Costs	61000 Medical Insurance - Union	60210 Municipal State Pension	60200 Payroll Tax	60190 Health Opt-out	60180 Clothing Allowance	60170 Out of Rank	60150 Detail	60130 Holiday	60125 Legislated Overtime	60120 Overtime	60110 Collateral (Fire Marshal)	60105 Salaries	60000 Personnel Costs-Union	Total 50000 Operations	50960 Water - Stations	50940 Oil - Stations	50930 Gas - Stations	50920 Electric - Stations	50850 Telecommunications	50845 Telecommunication System	50840 Supplies - Station	50830 Supplies - Rescue	50810 Supplies - Fire and Gear	50730 Repairs and Maintenance - Vehicles and Apparatus	
167,963	-	1	3,465	164,498		3,578,086	1,085	2,307	16,710	129,042	33,268	5,494	1,815	27,382	8,832	302,821	545,280	171,140	18,000	19,258	4,365	4,073	81,723		361,702	36,007	1,807,782		369,900	592	11,406	1,855	16,035	11,789	2,500	10,907	37,915	26,713	81,797	FY 20 (Andited)
169,854	t	•	3,152	166,702		3,887,239	1,500	1,750	14,000	123,634	35,444	7,750	1,500	30,047	10,000	328,986	655,286	194,230	10,500	21,700	4,500	2,500	88,631		425,000	36,000	1,894,281		321,450	600	6,500	7,500	5,250	12,000	2,500	11,000	40,000	27,500	80,000	FV 21 (Enacted)
168,169	,		1,500	166,669		3,790,590	5,151	,	36,963	136,029	35,250	5,208	1,736	28,037	11,549	293,965	614,550	194,382	10,500	17,700	4,844	11,731	82,416		439,399	25,912	1,837,267		337,051	554	6,760	7,208	15,436	14,158	2,500	8,652	28,984	36,462	93,379	
123,367	1	•	5,924	117,443		4,167,117	1,500	1,750	17,500	123,000	35,444	000,8	1,500	30,047	11,550	328,986	655,286	218,708	10,500	21,700	5,000	6,000	88,631	217,733	490,000	1	1,894,281		336,720	560	6,760	7,250	15,500	14,250	2,500	8,500	30,000	27,500	80,000	FY 22 Va (Draft)
(44,802)	T T T T T T T T T T T T T T T T T T T	•	4,424 Tax collector and clerk	(49,227) Chief $(340k)$; tax collector $(340k)$; cierk $(357.4k)$		376,526	(3,651)	1,750	(19,463)	(13,029)	2,194 Based on census as of 8/2/2021		_	2,010 Based on census as of 8/2/2021		35,020 Based on census as of 8/2/2021	40,736 Based on census as of 8/2/2021	24,326	- Based on census as of 8/2/2021	4,000 Based on census as of 8/2/2021	156	(5,731) FY21 COVID details	6,215 Based on census as of 8/2/2021	217,733 Compliance with OT law		(25,912) Temporary-filled fire marshal (see above)	57,014 Based on census as of 8/2/2021		(331)	6	(0)	42 Station 4 Gas and Gas Generator	64 Station 4 & 7			(152)	1,016	(8,962) FY21 recruit outfitting	(13,379)	Variance FY22- Est FY21 Note

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Fiscal Year 2022 Draft Proposed Budget

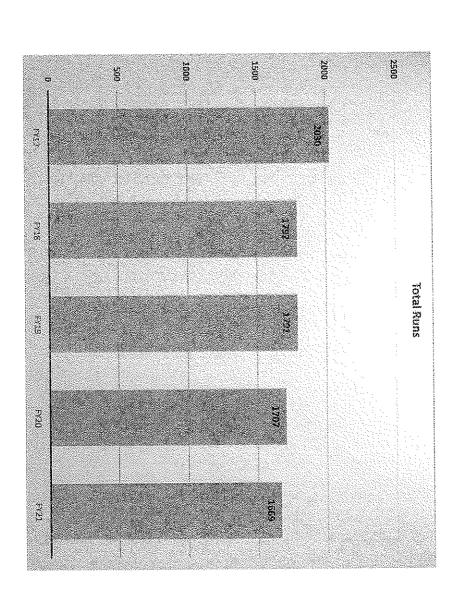
SURPLUS/(DEFICIT)		Total 90000 Other Expenditures	95000 Claim Payments/Interest Expense	92000 Lease	91000 Capital Purchases	90200 Street Lights	90100 Hydrants	90000 Other Expenditures	Total 80000 Retirees/Separation Costs	80700 Separation Payouts	80200 Dental Insurance - Retiree	80100 Medical Insurance - Retiree	80000 Retirees/Separation Costs	
s (259,514)	\$ 5,697,941	1,189,383	15,190	398,395	402,619	102,265	270,914		126,176	3,394	8,634	114,147		FY 20 (Audited)
S (259,514) S (145,787) S (568,661) S	\$ 5,147,135	346,088	ı	1	ı	102,265	243,823		138,554	55,836	6,174	76,544		FY 21 (Enacted)
\$ (568,661)	\$ 5,580,685	852,954	12,000	1	35,099	584,982	220,873		89,694	9,031	5,617	75,046		
s (0) s	S 5,147,135 S 5,580,685 S 5,371,762 S	452,496	B	•	•	218,212	234,284		137,718	55,000	6,174	76,544		FV 22 Varia (Draft) Es
568,661	(208,922) 8	(400,458)	(12,000)	•	(35,099) \$7,600 trailer; \$27,500 defibrilator	(366,770) Two year average	13,411 Monthly billing \$19,524		48,024	45,969 1 retirement	557	1,498	•	ance FV22- St FV21 Note

CONTRACTOR ON THE PARTY OF THE

Rescue Run Recovery Financial Review 7/11/2016 - 6/30/2021

Throughout this time period total annual runs have decreased approximately 18%.

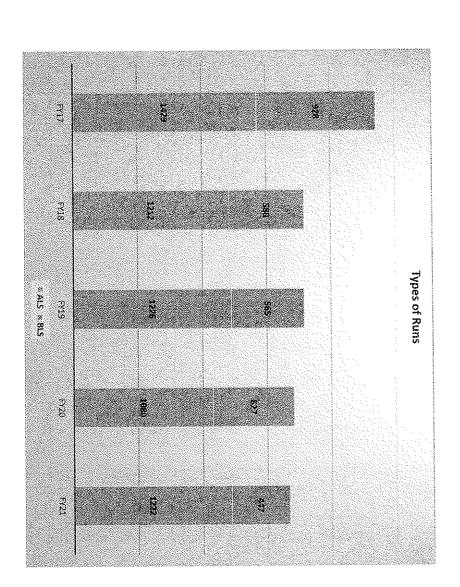
The decrease in run activity started in FY18, prior to COVID.



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ALS runs decreased 15% from FY17 to FY21. FY17 – FY19 ALS runs averaged around 68% throughout the period.

ALS runs reimburse higher than BLS runs.

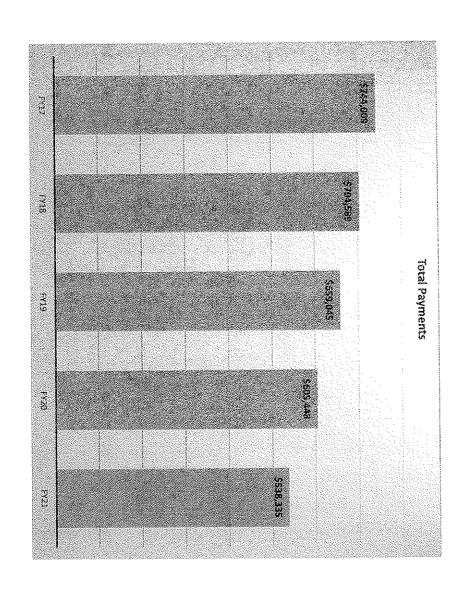


Payrments

Overall payments have declined 28% between IFY17 and FY21.

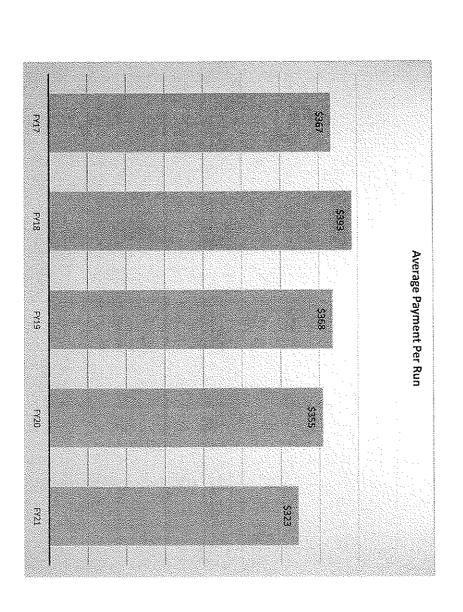
FY21 payments were down 11% from the prior year.

If payments had remained constant at the FY17 level, the District would have received an additional \$468,619.



Average Payment Per Run

There is an 18% decline in average payment per run from a high of \$393 in FY18 to a low of \$323 in FY21.



Payer Mix

The decline in Commercial payers and corresponding increase in Resident/Uninsured payors contributed to the increased reduction in payments overall.

The average payment for a Commercial payer run is approximately \$900. The reduction in these payers resulted in less revenue.

The uninsured population spiked in FY21, which has been experienced across the

industry.

Payer Type	<u> 7.173</u>	FY18	FY19	FY20	FY21
BCBS	12%	13%	13%	13%	12%
Commercial	12%	12%	10%	12%	8%
Medicaid	21%	22%	25%	23%	23%
Medicare	48%	47%	46%	45%	45%
Resident/Uninsured	4%	3%	3%	5%	9%
Self Pay	3%	2%	3%	2%	3%

Summary

- Run volume has declined throughout the period
- + Increase in ALS visits (higher reimbursement) in FY21
- Decrease in higher reimbursing commercial plans with an increase in uninsured (no reimbursement) in FY21