



CITY OF WARWICK
OFFICE OF THE CITY CLERK
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL. (401) 738-2000, ext. 6221
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T.D.D. 739-9150

SCOTT AVEDISIAN
MAYOR

JUDY WILD
CITY CLERK

June 28, 2016

John Kennedy
Jmkvmfa115@hotmail.com

Re: Public Request
Response complied by Chief James G. McLaughlin, Fire Department
Major Robert Nelson, Police Department
Jane Jordan, Personnel Director
The information attached will complete the request.

Dear Mr. Kennedy:

I am responding to you regarding your access to public request from June 15, 2016 for information from the City of Warwick.

Record(s) Requested:

1 "Kindly forward the document that shows what year of service city employees receive step and longevity salary increases. The percentage of salary increase should be noted. This request covers municipal, police and fire personnel."

Response: Fire Personnel – Documentation is attached
Police Personnel – Documentation is attached
Municipal Personnel – Documentation is attached

In accordance with RIGL 38-2-8, you may wish to appeal this decision to Mayor Scott Avedisian (3275 Post Road, Warwick, RI 02886). You may also wish to file a complaint with the Department of the Attorney General (150 South Main Street, Providence, RI 02903) or the Rhode Island Superior Court of the county where the record(s) are maintained. It is also my understanding that additional information concerning the Access to Public Records Act may be available through the Attorney General's website at www.riag.ri.gov.

Thank you for your interest in keeping government open and accountable to the public
Sincerely,

/s/Judy Wild
Judy Wild, City Clerk

SECTION 2. STEP PAYMENTS

Each regular, permanent member of the Fire Department shall be entitled to step payments (formerly call Longevity) after he or she has served as a member of the Fire Department for a period of five (5) years, including his or her year of probation.

Payments for steps shall be in accordance with the following schedule and will be added to the member's annual salary so as to be included in his or her annual salary for retirement pension purposes.

Any member entitled to step payments shall be paid those payments weekly STEP INCREASES (Formerly called Longevity)

Effective July 1, 2005, the Step payment schedule will be as follows:

As of employee's anniversary date	
Commencement of Employment to and including fifth (5th) year Including probationary period	0.0%
Sixth (6th) year to and including twelfth (12th) year	8.5% of salary

35

Thirteenth (13th) year to and including seventeenth (17th) year	9.5% of salary
Eighteenth (18th) year to and including twentieth (20th) year	11.5% of salary
Twenty first (21st) year to and including twenty forth (24th) year	12.5% of salary
Twenty fifth (year) to retirement	13.5% of salary

ARTICLE XII

SECTION 9.

Each regular permanent member of the Department shall be entitled to Step Increase payments after he/she has served as a member of the Department for a period of four (4) years, including his/her year of probation. A member must have fully completed the required years of service by October 1st in order to initially qualify for Step Increase payments or an increase in such payment (i.e., a member must have fully completed 4 years of service before October 1st to become eligible for Step Increase of 8.5% and fully completed 10 years of service before October 1st to become eligible for Step Increase of 9.5%) Payments for Step Increase shall be in accordance with the following schedule and will be added to the members annual salary so as to be included in his/her annual salary for retirement pension purposes.

Any member entitled to Step Increase payments shall be paid the same in one (1) lump sum during the month of October in each year. Any member who becomes eligible for Step Increase payment by October 1, of any year, shall be entitled to his/her Step Increase payment during the same month of said year.

Effective July 1, 1993 the Step Increase schedule shall be as follows:

Commencement of employment to and including fourth (4th) year.	0.0%
Fifth (5th) year to tenth (10th) year, inclusive	8.5%
Eleventh (11th) year to fifteenth (15 th) year, inclusive	9.5%

Sixteenth (16th) year to eighteenth (18th) year, inclusive	11.5%
Nineteenth (19th) year to twenty-third (23rd) year, inclusive	12.5%
Twenty-fourth (24th) year to retirement	13.5%

MANNING**SECTION 10.****A. Uniform Division Manning Levels:**

The parties agree that it is in their mutual best interests to have a minimum



JANE JORDAN
PERSONNEL DIRECTOR

SCOTT AVEDISIAN
MAYOR

CITY OF WARWICK
DIVISION OF PERSONNEL
3275 POST ROAD – WARWICK, RHODE ISLAND 02886
TEL (401) 738-2000 • FAX (401) 732-7636
TD.D. (401) 739-9150

June 24, 2016

John Kennedy
44 Jefferson Street
Warwick, RI
Via jmkvmfal115@hotmail.com
PRRF June 15, 2016

The Personnel Department is in receipt, via e-mail, your Public Records Request dated June 15, 2016, requesting documents that show what year of service city employees receive step and longevity salary increases. The percentage of salary increase should be noted. This request covers municipal, police and Fire personnel.

For Municipal employees please refer to the attached pages from the 2015-2018 Municipal Contract
<http://www.warwickri.gov/personnel-department/files/current-municipal-contract-1>

Article 26 Wages
Article 27 Pay Changes
And Step Increases %

This completes the City's response to your APPA. In accordance with RIGL 38-2-8, you may wish to appeal this decision to Mayor Scott Avedisian (3275 Post Road, Warwick, RI 02886). You may also wish to file a complaint with the Department of Attorney General (150 South Main Street, Providence, RI 02903) or the Rhode Island Superior Court of the county where the record(s) are maintained. It is also my understanding that additional information concerning the Access to Public Records may be available through the Attorney General's website at www.riag.ri.gov. Thank you for your interest in keeping government open and accountable to the public.

Sincerely,

/s/Jane Jordan
Personnel Director

cc: Judy Wild, City Clerks

Attachment

ARTICLE 26
WAGES

- 26.1 The attached wage schedule shall be considered a part of this Agreement.
- 26.2 Salaries and wages of employees covered under this Agreement shall be paid weekly on Friday of the following week and shall continue for the term of this contract. In the event this day is a holiday, the preceding day shall be the payday.
- 26.3 **Shift Differential:** An additional twenty (20) cents per hour shall be paid for all hours worked on all scheduled second shifts. An additional twenty five (25) cents per hour shall be paid for all hours worked on all scheduled third shifts. For the purpose of this section, the first shift is defined as any work period commencing between the hours of 5:00 a.m. and 1:00 p.m. and the second shift is defined as any work period commencing between the hours of 3:00 p.m. and 9:00 p.m. In addition to the above, library personnel who work between the hours of 5:00 - 9:00 p.m. shall receive the second shift differential payment for the hours worked. The City agrees to include Watchmen for shift differential pay. In addition to the above, it is further agreed that when more than half of the employee's hours worked on each shift are worked after 3:00 p.m. then each hour worked after 3:00 p.m. shall be subject to the second shift premium.
- 26.4 Wages for unclassified employees covered by this Agreement shall be in accordance with the wage schedule attached to this Agreement.
- 26.5 No employee covered by this Agreement shall be paid a salary that is greater than the maximum or less than the minimum rates fixed by this Article unless otherwise provided by this Agreement.
- 26.6 Step increments as set forth in this Agreement are automatic, provided, however, such increases shall be granted only to employees whose job performance has been rated "satisfactory or better". Any employee who is dissatisfied with his/her rating may process his/her complaint through the grievance procedure. If his/her service rating is found to be unfair, he/she will be re-rated and the City agrees to reconsider the question of an increment increase in light of the new rating. If an increase is granted, it will be retroactive to the date it would have been effective had the original rating been accurate.
- 26.7 **Step Increases (formerly called Longevity):** All employees covered by this Agreement shall be entitled to step increases in accordance with the schedule attached to this Agreement. To maintain rights to the step increases, the employee must be actively employed by the City or on approved leave of absence. Creditable service with the City as defined in the City of Warwick Retirement System Ordinance shall apply in determining creditable service for step increase payments under this Article. Step increases will be determined by the qualifying years of service as of July 1st.
- 26.8 Shift differential payments provided in Section 26.3 above shall be paid monthly by the City on the Friday nearest the 15th of the month for hours worked by the employee during the preceding calendar month. Shift differential payments shall not be used for the purpose of computing overtime payments and will not be paid unless the employee actually works the hours claimed and a record of such hours is certified correct by his/her Department Head, Division Chief, or Agency Director whichever is appropriate.

- 26.9 Any union employee, not in a supervisory classification, who is in charge of two or more summer personnel during June, July, or August will receive an additional 50 cents per hour for the time spent as the acting leadperson.

ARTICLE 27 PAY CHANGES

- 27.1 Purpose: The following provisions shall govern the assignment of pay steps to employees of the City.

- 27.2 Definition for purposes of this Article:

- (a) Promotion shall mean a change in employment to a position class, which has a higher maximum salary.
- (b) Demotion shall mean a change in employment to a position class, which has a lower salary.
- (c) Transfer shall mean a change in employment to another position in any class, which has the same maximum salary and similar duties and qualifications.
- (d) Reclassification shall mean the changing of a position from one (1) class to another based on the duties involved.
- (e) Salary Increment Increase shall mean an increase in compensation to the next higher increment in the same pay range.
- (f) Acting Assignment shall mean an assignment for a limited time to a position class as determined by the needs of the service; such assignment not involving promotion or change of status, notwithstanding any provision or rule to the contrary.

- 27.3 Anniversary dates for pay change purposes:

- (a) Establishment
 - 1. Original Employment and Re-employment. The date one (1) year after completion of the probation period and the corresponding date each year thereafter, except as provided in Appendix F.
 - 2. Promotion: The date one (1) year after completion of the probation period and the corresponding date each year thereafter.
 - 3. Transfer: The Anniversary Date remains unchanged.
 - 4. Demotion: The date six (6) months after the effective date thereof and the corresponding date each year thereafter.
 - 5. Reclassification: The appropriate provision specified in this section for transfer, demotion and promotion shall apply.
 - 6. Postponement of Anniversary Date: Layoff, formal leave of absence or other separations from the payroll in excess of sixty (60) days shall postpone the Anniversary Date for the total period of separation but time previously served toward the next Anniversary Date shall be credited when employees return to the payroll.

- 27.4 Compensation Determinations:

- (a) Original Employment and Re-employment: Employees shall be employed at the lowest increment for their position class, unless the City Personnel Director determines that the needs of the service require that compensation be fixed at a higher salary increment because of some specific expertise or qualifications of the employee.

- (b) End of Probation: The employee's salary automatically increases to the next higher increment at the end of his/her probationary period, provided that if an employee is already compensated at a rate equal to or greater than the second salary increment in his/her range, the increase is not automatic
- (c) Anniversary Date:
1. Pay increments on Anniversary Dates shall be based on the passage of time and shall be given if the employee's work has been satisfactory relative to the requirements of his/her position.
 2. In the event a pay increment is not given on an Anniversary Date, such increase may be given prior to the next Anniversary Date if the employee's work performance increased to a satisfactory level relative to the requirements of his/her position.
- (d) Promotion: Employees who are promoted to a class in a higher pay range shall initially be paid at the first hourly rate increment in such range, which is higher than the salary received immediately before such promotion except when it is mutually agreed that the employee is qualified; then in that case the employee shall receive the maximum pay increment in the new classification.
- (e) Working Out of Classification:
1. If any employee (holding a position listed in Appendix B) works on an acting assignment in a higher competitive classification, the employee shall receive a rate of pay commensurate with said classification for the hours worked which amounts to at least one full increment increase.
If any employee holding a position in Appendix C, who is performing the work of the higher paid position, upon the recommendation of the employee's supervisor and with the approval of the Personnel Director, which approval shall not be unreasonably withheld, shall receive a rate of compensation with said classification for the hours worked which amounts to at least one full increment increase.
 2. When an employee is regularly assigned for a part of his/her time to work that falls in another classification, the nature of the work and the amount of time such assignment will be a proper consideration in establishing the classification of his/her position.
- (f) Transfers: An employee who is transferred shall initially be paid the same salary increment he/she was on immediately before such transfer.
- (g) Demotion: An employee who is demoted to a class in a lower pay range shall initially be paid at the same salary increment in the lower position which had been received in the higher position.
- (h) Reclassification: Upon reclassification of a position from one class to another class of the same level, a lower level or a higher level, the method for establishing the affected employee's salary increment shall be determined in accordance with the provisions of this section regarding transfers, demotions or promotions as may be appropriate.

- 27.5 Effective Date of Change in Compensation: All changes in compensation shall be effective at the beginning of the first payroll period following the change
- 27.6 If contract negotiated wage increases are to become effective on a Monday, Tuesday or Wednesday, then such increases will take effect at the beginning of the week. In the event that the contract negotiated wage increases are to become effective on a Thursday, Friday, Saturday, or Sunday, then such increases shall take effect on the following Monday.
- 27.7 Step Increase (a/k/a Longevity) : All employees covered by this Agreement shall be entitled to step increases in accordance with the schedule attached to this Agreement. To maintain rights to the step increases, the employee must be actively employed by the City or on approved leave of absence. In determining creditable service for step increase payments under this Article, except for accreted positions, creditable service shall be defined as the length of continuous service within the bargaining unit. Step increases will be determined by the qualifying years of service as of July 1st.

**ARTICLE 28
HOURS OF WORK AND OVERTIME**

- 28.1 Except as provided below, all employees covered under this agreement shall be eligible for overtime pay. Employees holding positions in the following classes shall not be eligible for overtime pay.

Construction Inspector	Recreation Asst. For Lifeguards
Electrical Inspector	Recreation Asst. For Playgrounds
Principal Clerk	Senior Planner
Local Communication Officer	Student Intern
Plumbing Inspector	Waterfront & Park Asst.

- 28.2 An employee ineligible for overtime pay, shall, at his/her request be given time off with pay at the rate of one and one-half (1 1/2) for each hour worked over the normal number of hours of his/her scheduled work week. Any such time off shall be taken at a time mutually agreed upon by the employee and his/her Department Head during the calendar year or three (3) months following the end of the calendar year at a time specified by his/her Department Head in which the overtime was worked. If such time off cannot be granted by the Department Head, then the employee concerned will receive overtime pay for the hours credited. Further deferment of such time off shall not be allowed and shall not accumulate from year to year.
- 28.3 Employees holding positions on the special schedule attached hereto (Appendix D) pertaining to operations of the Sewer Division, Department of Public Works, Public Library, Board of Public Safety, Recreation Department, Parks and Recreation Department, Fire Alarm Dispatchers, and other miscellaneous operations shall be eligible for overtime pay in accordance with provisions specified in said Appendix.
- 28.4 Normal Work Week and Work Day: As indicated in the City Pay Plan, a normal work week for regular full time employees shall consist of: A forty (40) hour work week in five (5) consecutive eight (8) hour work days, Monday through Friday, or, a thirty-five (35) hour work week in five (5) consecutive seven (7) hour work days, Monday through Friday. For pay purposes, the workweek commences at 12:01 a.m. on Monday and runs through midnight the following Sunday

STEP INCREASES SCHEDULE

EFFECTIVE July 1,

Years (through and including)	Percentage of Gross Base Pay Paid Weekly
4 through 7	7½%
8 through 11	9½%
12 through 15	10½%
16 through 19	12%
20 through 24	13%
25 and over	14%

*Based on completed years of service as of July 1 of each year.

APPENDIX "A"

RESPONSIBILITY AREAS AND NUMBER OF UNION STEWARDS

AREAS OF RESPONSIBILITY	NUMBER OF STEWARDS
Sewer Treatment Plant	1
DPW Administrative & Automotive	1
DPW - Highway Division	1
Water Department, Field Division	1
Parks & Recreation	1
City Hall & Municipal Office Building	1
Library	1
Fire Alarm Station	1
Police Station	1
DPW – Sanitation Division	1

APPENDIX "B"

Automotive Body Repair Person
Automotive Mechanic
Automotive Mechanic Helper
Automotive Mechanic Lead Person
Automotive Repair and Serviceperson
Building Custodian
Building Custodian/Maintenance Person
Building Maintenance Person
Building Superintendent - Library
Carpenter
Carwasher
Catch Basin Cleaner Operator
Drainage Laborer
Electrician
Heavy Equipment Mechanic
Heavy Equipment Operator
Laborer
Light Equipment Operator
Maintenance Foreman
Mason
Meter Reader

THE CITY OF WARWICK
PUBLIC RECORDS REQUEST FORM
RIGL 38-2-3 (d)

247
due
6/29/16

John Kennedy

Name: (optional) _____
44 Jefferson Street

Address: (optional) _____

City: _____ Warwick _____ State: _____ RI _____ Zip Code: _____

Phone: (optional) _____ E-mail address:
(optional) _____ jmkvmfa115@hotmail.com _____

Date: _____ 6/15/16 _____

Record(s) Requested: Kindly forward the document that shows what year of service city employees receive step and longevity salary increases. The percentage of salary increase should be noted. This request covers municipal, police and fire personnel.

Time period request covers:

Please Note: Per section 38-2-3 (d) the policy of the City of Warwick is that this form be filed with the office of the City Clerk. The Clerk's office will then forward the request to the appropriate department for response. Per section 38-2-4 of the Rhode Island General Laws, the City will charge a fee of .15 per page for copies of public documents, unless such documents have a fee structure which is prescribed by state statute. Additionally, if the requested information requires research on the part of City personnel, the City will charge a research fee of \$15.00 per hour and/or the cost of retrieving records from storage where the public body is assessed a retrieval fee. The first hour (1 hour) of research, however, will be provided at no charge. If after review of your request the department determines that the requested records are exempt from disclosure for a reason set forth in RIGL 38-2-2(4)(i)(A) through (Y), the City reserves its right to claim such exemption.

=====
(FOR CITY USE ONLY) Request taken by: _____

Date: _____ Time: _____

Costs: _____ for copies _____ for search and retrieval