

THE CITY OF WARWICK
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. Date

Approved. Mayor

RESOLUTION RELATIVE TO
RATIFICATION OF NEW THREE YEAR MUNICIPAL EMPLOYEES
UNION CONTRACT

RESOLVED, that

WHEREAS, Section 2-18 of the Warwick Code of Ordinances requires all collective bargaining agreements between the City of Warwick and any labor organization to be ratified by the City Council to become effective; and

WHEREAS, the Mayor of the City of Warwick and Council 94, Local 1651, have reached a tentative collective bargaining agreement to modify the existing contract between Local 1651 and the City and to establish a new three year contract effective on July 1, 2015 to June 30, 2018 (the "Local 1651 Tentative Agreement")(Attached); and

WHEREAS, the membership of Local 1651 ratified the terms and conditions of the Tentative Agreement; and

WHEREAS, the City Council has received and reviewed the Local 1651 Tentative Agreement, and

WHEREAS, the City Council has been provided a fiscal note concerning the Local 1651 Tentative Agreement; and

WHEREAS, the City Council is satisfied that the provisions of the Local 1651 Tentative Agreement are reasonable, fiscally sound and advances the public health safety and welfare of the City; and

WHEREAS, the City Council finds that the Local 1651 Tentative Agreement serves the best interest of the City of Warwick and should be ratified to promote and further the public's health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council hereby authorizes the Mayor to execute any and all necessary documents, the form of which shall be subject to approval of the City Solicitor, to consummate the provisions of the Local 1651 Tentative Agreement to the extent that it establishes a new three year contract between the Local and the City.

The City Clerk is hereby directed to forward a copy of this Resolution to the Director of Finance.

This Resolution shall take effect upon passage.

SPONSORED BY: COUNCILMAN COLANTUONO
ON BEHALF OF MAYOR AVEDISIAN

JULY 1, 2012 COLLECTIVE BARGAINING AGREEMENT

by and between
COUNCIL 94, LOCAL #1651
and
THE CITY OF WARWICK

TENTATIVE AGREEMENT

This Tentative Agreement is made and entered into this 28th day of May 2012 by and between **COUNCIL 94, LOCAL #1651 ("Local 1651")** and **THE CITY OF WARWICK ("City")**. This Tentative Agreement concerns a proposed Collective Bargaining Agreement by and between the parties that shall be effective from **July 1, 2015 to June 30, 2018**.

WHEREAS, the parties have conducted good faith negotiations as set forth in Rhode Island General Laws; and

WHEREAS, the parties' negotiations have resulted in this Tentative Agreement for a Collective Bargaining Agreement, which Agreement shall be effective from **July 1, 2015 to June 30, 2018**, and thereafter as provided; and

WHEREAS, the parties hereto desire to codify their Tentative Agreement and be bound by the same, subject to the approval of these terms and conditions by Local 1651's membership and ratification by the City Council of the City of Warwick, pursuant to the provisions of Sec. 2-18 of the Warwick Code of Ordinances, as amended, and in accordance with the terms and conditions set forth in this Tentative Agreement.

KEY: Deleted language is in ~~strike through~~; new language is in underline.

THEREFORE, the parties agree as follows.

NOTE: This Tentative Agreement sets forth a framework of the general contractual terms and conditions tentatively agreed upon by and between the parties, and therefore, the contents and details of the specific language set forth herein may be subject to change upon further discussions and agreement by and between the parties. Both parties acknowledge that this Tentative Agreement is subject to ratification by the members of Local 1651 and the Warwick City Council, pursuant to Section 2-18 of the Warwick Code of Ordinances to become effective.

TENTATIVE AGREEMENT TERMS

Article 6.5

Union Officers, Executive Board members, and elected Stewards shall be granted time off without loss of pay from their scheduled work day to attend the monthly Union membership meetings (not to exceed nine per year), provided they have notified his/her immediate supervisor. If the employee's position requires a replacement for the duration of the meeting, the Supervisor or his designee shall hire back an employee to fill the Union Representative's position provided overtime pay is not required to fill the position.

Article 8.2

If the employee's position requires a replacement for the duration of the meeting, the Supervisor or his designee shall hire back an employee to fill the Union Representative's position.

Article 10.7

The City...thereafter. This provision shall not apply to positions where persons hold or claim to hold such positions or have been layoffs.

Article 13.10

The City shall notify the Union President of such layoff fifteen (15) working days prior to sending any layoff notice.

Article 17.15

Revise use of accumulated sick leave for immediate family from three (3) to seven (7) days.

Article 18.7

Eliminate section as a cleanup.

Article 19.9

In the event that the death covered under Article 19 occurs during an approved vacation, the employee shall be allowed to substitute bereavement days from the date of notification of the death for earned vacation days and the unused vacation days shall be created back to the employee.

Article 19.10

If there is a death in the employee's immediate family and there is extenuating circumstances where a memorial service or funeral service is delayed and held at a date later than seven (7) calendar days after the death, the employee shall be entitled to time off with straight time pay for the day of the memorial/funeral service only provided that the time off is approved by the employee's department head, or division chief, or agency director, as appropriate, and the Personal Director.

Article 19.11

Cohabitation and/or Primary Caregiver:

In the event of a death of an individual, not listed above, with whom the employee is co-habiting or the employee is the primary caregiver, the employee shall be granted the following days off with pay as follows: six months to one year term – two days off; one year or longer – three days off . Cohabitation means that the other individual has maintained the same legal residence as the employee, subject to verification by the Personnel Department, which verification shall not be unreasonably denied.

Article 21.2

The leave of absence in 21.1 shall apply for all shifts on the day of jury duty. For a second shift employee, the employee must call in by noon on the day of jury duty to inform their supervisor if he/she is required to remain on jury duty for that day. If employee is not required to remain after noon, then employee shall report at their normal start time for their shift. For a third shift employee, the employee shall not work past 11:00 PM the night before jury duty (if normally scheduled shift). The employee must call in by noon on the day of jury duty to inform their supervisor that he/she is required to remain on jury duty for that day. If employee does not call in by noon, employee shall be required to discharge four (4) hours of accumulated leave or take four hours of no-pay for the previous night's shift.

Article 22.1

For employees who normally work Monday through Friday, if a Holiday falls on a Saturday it will be celebrated on Friday and if it falls on a Sunday it will be celebrated on Monday. For employees whose normal work days include either a Saturday or a Sunday, the Holiday will be celebrated on the actual day of the Holiday (i.e. if Christmas is on a Saturday, Monday through Friday employees will celebrate it on Friday, but for those that have Saturday as a normal workday, it shall be celebrated on Saturday.)

Article 27.7

Step Increases (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 accredited 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 30.2 – Modify as follows:

Effective on July 1, 2015, all employees accepting health insurance through the City shall be required to contribute 18 percent of the premium cost, if fully insured, or working rate, if self-insured, toward the cost of that insurance to be deducted from the employee's pay on a weekly basis, limited to annual contribution rate increases not to exceed 108 percent on the FY 2016 contribution rates.

Article 30.2 (h)

For any employee hired on or after July 1, 2015, upon their normal retirement from service, the City shall provide only single coverage health insurance. Any employee in this class may purchase additional health and/or dental insurance at their own expense

Article 31.10

Include Highway Laborers and Water Division Laborers.

Article 36.1

Revise employee pension contribution rates, as follows: July 1, 2015 – 8%; July 1, 2016 – 8.5%; July 1, 2017 – 9%.

Article 37.8

Relocate this entire section to Article 2.

Article 37.8 (new)

Notwithstanding Articles 10.7 and 10.8, no person outside the bargaining unit shall perform work normally done by employees in the bargaining unit, except in cases of emergency. Nothing in this section shall be construed so as to prohibit any person or organization from volunteering time or services for the betterment of the City. Notwithstanding the preceding, no person or volunteers shall be used to perform bargaining unit work while employees who perform said work are on layoff. Whenever possible, the Union will be notified in advance of volunteers working in the bargaining unit's jurisdiction.

Article 37.9

All civilian employees of the Police Department shall receive an annual \$250 Accreditation Bonus, provided the Warwick Police Department maintains their accreditation status, in two \$125 payments in accordance with the time such payments are made to uniformed officers in the Police Department.

Article 39.1

This agreement shall be for three years and take effect on July 1, 2015 through June 30, 2018.

APPENDICES

Parks and Recreation Department

Lifeguards	Over eight (8) hours per work day and forty hours per week. No overtime for Sunday and Holidays <u>when working regularly scheduled shifts.</u>
Counter Aides	Over eight (8) hours per work day and forty hours per week. No overtime for Sunday and Holidays <u>when working regularly scheduled shifts.</u>
Building Custodian	Over eight (8) hours and over forty (40) hours. Time and one-half for holidays worked. No overtime for Saturdays and Sundays and Holidays <u>when working regularly scheduled shifts.</u>

Fire Alarm-Dispatch

Holiday pay shall consist of ~~one fifth of 43 hours~~ one fourth of 44 hours times the hourly rate....shifts.

Position Upgrades

Heavy Equipment Mechanic Pay Grade 13 to 15
Animal Control Officer Pay Grade 7 to 9
Traffic Sign Marker Pay Grade 12 to 14

Wages

Increase hourly wage scales as follows: July 1, 2015 – 3%; July 1, 2016 – 3%; July 1, 2017 – 3%.

IN WITNESS WHEREOF, the City and Local 1651 have caused this Tentative Agreement to be executed by their respective representatives who have actual authority to bind and enter into the various obligations et forth herein.

FOR THE CITY



Scott Avedisian, Mayor
City of Warwick, Rhode Island

FOR THE LOCAL

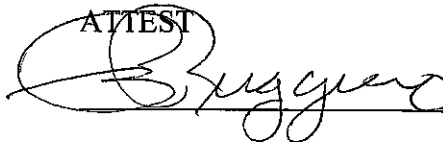


Scott Small, President
Local 1651, Council 94

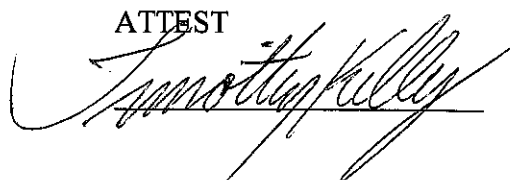
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Date

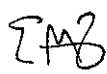
ATTEST



ATTEST



Memorandum

To: Honorable Members, Finance Committee
From: Ernest M. Zmyslinski, Finance Director 
CC: Honorable Scott Avedisian, Mayor
Honorable Donna Travis, Council President
Honorable Members, Warwick City Council
Date: June 4, 2015
Re: Fiscal Note: PCR-73-15 (Ratification of New Three Year Municipal Employees Contract)

Attached is a fiscal note pertaining to PCR-73-15 (A Resolution Relative to Ratification of New Three Year Municipal Employees Contract). The purpose of a fiscal note is to cite where possible the dollar amounts that a proposed resolution or ordinance would have on the budget for the current fiscal year and the next two succeeding fiscal years. In the event that the fiscal affect commences or increases after this period, comments on such costs shall be required. No comment or opinion relative to the merits of the bill shall be included, excepting, however, that technical or mechanical defects may be noted.

Fiscal Impact: PCR-73-15 (A Resolution Relative to Ratification of New Three Year Municipal Employees Contract)

This resolution authorizes the Mayor to execute documents to fulfill the provisions of the tentative agreement reached with Council 94, Local 1651 which establishes a new three year contract. The current agreement expires on June 30, 2015

Based upon the tentative, the approximate fiscal impact in FY2016, FY2017 and FY2018 would be \$414,443, \$391,962 and \$403,720 respectively. There is no fiscal impact in FY2015. Attached is a spreadsheet analyzing the significant fiscal aspects of the tentative agreement.

As of:
6/4/2015

% Increase Schedule						
	7/1/2015	1/1/2016	7/1/2016	1/1/2017	7/1/2017	1/1/2018
Municipal	3.00%	0.00%	3.00%	0.00%	3.00%	0.00%
Police	3.00%	0.00%	3.00%	0.00%	3.00%	0.00%
Fire	1.50%	0.00%	1.50%	1.50%	1.50%	1.50%

FY15 Ending	FY16	Yrly Diff	FY17	Yrly Diff	FY18	Yrly Diff	FY15 vs FY18	Compound Increase
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Fire Salaries Only w/ Holiday Change

Fire Salary	\$ 15,944,886	\$ 16,184,059	\$ 239,173	\$ 16,550,021	\$ 365,962	\$ 17,050,246	\$ 500,224	\$ 1,105,360
Holiday Pay	\$ 796,435	\$ 1,010,477	\$ 214,042	\$ 1,033,326	\$ 22,849	\$ 1,064,559	\$ 31,232	\$ 268,124
Unused Sick	\$ 345,000	\$ 527,800	\$ 182,800	\$ 539,735	\$ 11,935	\$ 556,048	\$ 16,313	\$ 211,048
Fire FICA/Medicare	\$ 1,307,104	\$ 1,355,759	\$ 48,655	\$ 1,386,416	\$ 30,657	\$ 1,428,320	\$ 41,904	\$ 121,217
Copay	\$ (654,836)	\$ (750,839)	\$ (96,003)	\$ (750,839)	\$ -	\$ (750,839)	\$ -	\$ (96,003)
Totals	\$ 17,738,589	\$ 18,327,256	\$ 588,667	\$ 18,758,659	\$ 431,403	\$ 19,348,334	\$ 589,675	\$ 1,609,745

9.27%

Police Salaries Only

Police Salary	\$ 13,099,718	\$ 13,492,710	\$ 392,992	\$ 13,897,491	\$ 404,781	\$ 14,314,416	\$ 416,925	\$ 1,214,698
Police Medicare Only	\$ 189,946	\$ 195,644	\$ 5,698	\$ 201,514	\$ 5,869	\$ 207,539	\$ 6,045	\$ 17,613
Copay	\$ (500,648)	\$ (472,742)	\$ 27,905	\$ (510,524)	\$ (37,781)	\$ (551,333)	\$ (40,810)	\$ (50,685)
Totals	\$ 12,789,016	\$ 13,215,611	\$ 426,595	\$ 13,588,481	\$ 372,869	\$ 13,970,641	\$ 382,161	\$ 1,181,625

9.27%

Municipal Salaries Only

Municipal Salary	\$ 11,755,411	\$ 12,108,073	\$ 352,662	\$ 12,471,316	\$ 363,242	\$ 12,845,455	\$ 374,139	\$ 1,090,044
Pay Upgrades	\$ 28,840	\$ 28,840	\$ 28,840	\$ 29,705	\$ 865	\$ 30,596	\$ 891	\$ 30,596
Municipal FICA/Medicare	\$ 899,289	\$ 928,474	\$ 29,185	\$ 956,328	\$ 27,854	\$ 985,018	\$ 28,690	\$ 85,729
Copay	\$ (611,052)	\$ (607,296)	\$ 3,756	\$ (607,296)	\$ -	\$ (607,296)	\$ -	\$ -
Totals	\$ 12,043,648	\$ 12,458,091	\$ 414,443	\$ 12,850,053	\$ 391,962	\$ 13,253,773	\$ 403,720	\$ 1,786,825

9.53%

Total Salary	\$ 1,429,706	\$ 1,169,635	\$ 1,339,726	\$ 3,919,870
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