

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 FIRE 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 Local 2748, IAFF, have reached a tentative collective bargaining agreement to modify the existing contract between the Local 2748 and the City and to establish a new three year contract effective on July 1, 2015 to June 30, 2018 (the "Local 2748 Tentative Agreement")(Attached); and

WHEREAS, the membership of Local 2748, IAFF ratified the terms and conditions of the Tentative Agreement; and

WHEREAS, the City Council has received and reviewed the Local 2748 Tentative Agreement, and

WHEREAS, the City Council has been provided a fiscal note concerning the Local 2748 Tentative Agreement; and

WHEREAS, the City Council is satisfied that the provisions of the Local 2748 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 2748 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 2748 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, 2015 COLLECTIVE BARGAINING AGREEMENT

by and between
THE IAFF, LOCAL #2748
and
THE CITY OF WARWICK

TENTATIVE AGREEMENT

This Tentative Agreement is made and entered into this 15th day of ~~March~~ ^{May}, 2015 by and between THE IAFF, LOCAL #2748 ("Firefighters") 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 the Firefighters membership and by the Mayor of the City of Warwick, and further subject to 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.

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 Firefighters and the City. 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 Firefighters and the City. Both parties acknowledge that this Tentative Agreement is subject to approval by the members of the Firefighters Union and the Mayor, and further subject to ratification by the Warwick City Council, pursuant to Section 2-18 of the Warwick Code of Ordinances in order to become binding and effective.

TENTATIVE AGREEMENT TERMS

ARTICLE II

Section 3.c.

In the event of a temporary vacancy due to vacation leave in the position of Deputy Chief of Training, the Captain of Training shall fill the vacancy for the vacation leave period of the Deputy Chief.

ARTICLE VI

Section 3. Paid Holidays

Holiday pay shall be one-fourth (1/4th) the employee's weekly salary and shall be paid to each employee over and above his or her weekly salary, whether he or she works the holiday or not.

ARTICLE VIII

Sections 4, 4.5 & 6.

Unused Sick Leave

The City shall pay three-fourths (3/4th) of the amount of such accrued, unused sick leave subject to the provisions set forth in Sections 4, 4.5 and 6. of this Article. The sick leave payment shall be calculated at one-quarter of the employee's weekly salary multiplied by the total amount of unused accumulated days of sick leave.

ARTICLE IX

Section 4. Presumption of Disability

City agrees to form a three member sub-committee, organized under the auspices of the Board of Public Safety ("BPS"), to review and compose appropriate revisions to disability pension criteria in BPS Rules concerning work related cancer conditions. This committee shall also review, discuss, consider and provide recommendations to the BPS and office of the Mayor concerning revisions to other post-employment benefit ("OPEB") issues.

ARTICLE XI

Section 1. Salaries

Increase employees' salary as follows: July 1, 2015 1.5%; July 1, 2016 1.5%; January 1, 2017 1.5%; July 1, 2017 1.5%; and, January 1, 2018 1.5%.

- e. The Chief Lineman in the Fire Alarm Division shall be paid at the rate of pay of Captain.

ARTICLE XIII

Section 1. Medical Insurance

All employees shall contribute 20% of the expense of any premium and/or self-funded health insurance coverage effective July 1, 2015 and for the duration of this agreement. The City shall not increase any employee's health insurance contribution by more than 10% from one calendar year to the next.

- i. For all employees hired on or after July 1, 2015, upon their retirement from service, either as a normal or disability retirement, the City shall provide only single coverage health insurance. Any employee in this class may purchase additional health and/or dental insurance, if or as available, at their own expense.

ARTICLE XIV

Sections 1-5. Pension Payments

Revise employer and employee pension contributions annually to be consistent with pension contributions set forth in pension ordinances and/or as set by annual actuarial-based payment requirements.

ARTICLE XVII

2.

The committee established under this provision shall consider and recommend to the office of the Mayor a five-year capital improvement program to replace functionally obsolete fire-fighting and rescue vehicles.

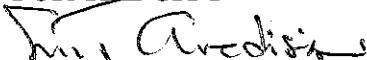
ARTICLE XVIII

Section 1. Duration

Three years: July 1, 2015 to June 30, 2018.

IN WITNESS WHEREOF, the City and the Firefighters have caused this Tentative 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 CITY



Scott Avedisian, Mayor
City of Warwick, Rhode Island

ATTEST



Dated: 5-15-15

FOR THE LOCAL



William A. Lloyd, President
Local 2748, I.A.F.F., AFL-CIO


ATTEST



Dated: 5-15-15

**THIS AGREEMENT IS SUBJECT TO RATIFICATION BY THE WARWICK
CITY COUNCIL**

Memorandum

To: Honorable Members, Finance Committee
From: Ernest M. Zmynslinski, 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-74-15 (Ratification of New Three Year Contract - Fire)

Attached is a fiscal note pertaining to PCR-74-15 (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-74-15 (A Resolution Relative to Ratification of New Three Year Fire 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 \$588,667, \$431,403 and \$589,675 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		0.00%		0.00%	3.00%	0.00%
Police		0.00%		0.00%	3.00%	0.00%
Fire		0.00%		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	\$ 19,758,559	\$ 431,403	\$ 19,348,334	\$ 589,575	\$ 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	\$ 1,214,598
Police Medicare Only	\$ 189,946	\$ 195,644	\$ 5,698	\$ 201,514	\$ 5,869	\$ 207,559	\$ 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	\$ 899,289	\$ 928,474	\$ 29,185	\$ 956,328	\$ 27,854	\$ 985,018	\$ 28,690	\$ 85,729
Municipal FICA/Medicare	\$ (611,052)	\$ (607,296)	\$ 3,756	\$ (607,296)	\$ -	\$ (607,296)	\$ -	\$ -
Copay	\$ 12,043,648	\$ 12,458,091	\$ 414,443	\$ 12,850,053	\$ 391,962	\$ 13,253,773	\$ 403,720	\$ 1,786,825
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	\$ 1,429,706	\$ 1,169,635	\$ 1,399,726	\$ 3,919,870
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