

TENTATIVE AGREEMENT

This Tentative Agreement is entered into between the City of Warwick (the “City”) and Local 2748, International Association of Firefighters, AFL-CIO (the “Union”) as of the date signed by the last signatory. This Tentative Agreement is subject to ratification by the Warwick City Council and the full Union membership.

RECITALS

A. The City and Union are currently involved in interest arbitration hearings before an arbitration board under the provisions of R.I.G.L. § 28-9.1-9 with respect to the 2018-2019 Collective Bargaining Agreement.

B. With respect to the 2019-2020 CBA, the City and the Union unsuccessfully attempted to negotiate a contract and as a result, the unresolved issues for that contract are being submitted to arbitration pursuant R.I.G.L. § 28-9.1-7. An arbitration board has been selected to hear that matter and the parties are waiting for the board to select hearing dates.

C. In an effort to resolve their differences in connection with the two aforementioned contracts, the parties have continued negotiations which resulted in this Tentative Agreement, the terms of which are as follows:

1. With respect to the ongoing arbitration in connection with the 2018-2019 CBA, the parties shall withdraw all of their proposals before the arbitration board, except for their respective proposals dealing with salaries (Article XI, Section 1). The Union shall modify its proposal regarding salary (Article XI Section 1) to a proposed increase of three (3%) percent. The arbitration board shall then consider the evidence submitted by the parties in connection with salaries for the 2018-2019 CBA and shall render an award no less than a 1.5% increase in salaries (i.e. the City’s offer) and no more than a 3% increase in salaries (i.e. the Union’s modified offer).

2. With respect to the 2019-2020 CBA, the parties have agreed to enter a three-year contract for the period commencing on July 1, 2019 and ending on June 30, 2022.

3. The parties have agreed to amend the following sections of the current CBA to be incorporated into the 2019-2022 CBA:

Article I, Section 2 (*Union Security—last sentence re: dues deleted and replaced with Section 2.1*)

Article I, Section 2.1 (*Dues and Deductions—new*).

Article I, Section 3 (*Management Rights*).

Article II, Section 1 (*Vacancies—Privates Ranks*).

Article II, Section 4 (*Vacancies—Officers Ranks—five chiefs points for battalion chiefs and deputy chief of training*).

Article IV, Section 1 (*Hours—commencing 1/1/20 a schedule will be one ten-hour day tour, immediately followed by a fourteen-hour night tour, followed by a forty-eight hour period of off duty, followed by one ten-hour day tour, immediately followed by a fourteen-hour night tour, and then one ninety-six hour period off duty. Average work week to remain at forty-two hours per week. Sunset Clause 12/31/20—Following a one-year trial period, the City will have the right to discontinue the so-called “Boston Schedule” if the City determines that the change in schedule has resulted in increased costs that cannot be attributed in substantial part to another factor (e.g. a decrease in overall Department staffing that causes increased overtime costs).*

Article VI, Section 1.5 (*Vacation Accrual System—banked vacation days will be paid at the rate of $\frac{1}{5}$ (instead of $\frac{1}{4}$) the employee’s weekly rate of pay.*

Article VI, Section 3 (*Paid Holidays—reduced number of paid holidays by one by eliminating Lincoln’s Birthday and Washington’s Birthday and replacing with Presidents Day*).

Article VIII, Section 1 (*Sick Leave—reduced sick leave from twenty working days to sixteen working days; days will be credited as of January 1 and will be prorated if employee retires during the year. If Boston Schedule is eliminated, number of sick day will decrease to 15.*).

Article VIII, Section 6 (*Payment for Unused Sick Leave—payment of $\frac{3}{4}$ up to twelve days; payment made one time per year; no portion of the days paid may be carried forward*).

Article VIII, Section 7 (*Personal Leave Day—two personal days eliminated*).

Article XI, Section 1 (*Salaries—7/1/19-0%; 7/1/20-2%; 7/1/21-2%*).

Article XI, Section 1 (*Salaries—firefighter grade 3 for twenty-four months; firefighter grade 2 for twenty-four months; firefighter grade 1 beginning in forty-ninth month*).

Article XIII, Section 1 (*Medical Insurance—create OPEB Trust for post July 1, 2019 hires*).

Article XIV (*Pension—post 7/1/19 employees in Tier II*).

Article XVIII, Section 1 (*Duration—7/1/19 to 6/30/22*).

THE EXACT LANGUAGE WITH RESPECT TO THE FOREGOING CHANGES AS IT WILL APPEAR IN THE 2019-2022 CBA IS ATTACHED AS EXHIBIT A.

4. In the event that the hours revert back to the previous schedule as a result of the sunset clause being exercised (Article IV, Section 1), then the sick days in Article VIII, Section 1 will be fifteen working days and the two personal leave days (Article VIII, Section 7) will be reinstated.
5. The City shall withdraw its pending motion to vacate and the Union shall withdraw its pending motion to confirm with respect to the arbitration panel's award involving the so-called Tier II grievance. (*See City of Warwick v. Local 2748, et al*, KM-2019-0666) (hereinafter the "Pending Litigation").
6. In addition to the foregoing substantive changes enumerated in #3 above, the parties have also agreed to delete language from the CBA that is no longer applicable, and correct typographical, spelling and grammatical errors (hereinafter collectively referred to as "stylistic changes"). Attached as Exhibit B is the red-line version of the proposed 2019-2022 CBA which contains both the substantive changes as set forth in #3 above and the stylistic changes.
7. In the event that either the Warwick City Council or the Union membership fails to ratify this Tentative Agreement, then this Tentative Agreement shall be null and void and shall not be used by either party in connection with the arbitration proceedings for the 18-19 CBA or the 19-20 CBA or the Pending Litigation. Furthermore, the arbitration proceedings for both collective bargaining agreements and the Pending Litigation shall proceed as though the Tentative Agreement was never entered into.

City of Warwick


By: Honorable Joseph J. Solomon, Mayor

Date

11-14-2019

Local 2748 International Association of
Firefighters, AFL-CIO


By: Michael Carreiro, President

Date

11-14-2019