

1 THE CITY OF CRANSTON

2
3 **ORDINANCE OF THE CITY COUNCIL**
4 **ORDINANCE OF THE CITY COUNCIL RATIFYING THE INTERNATIONAL**
5 **ASSOCIATION OF FIREFIGHTERS, AFL-CIO LOCAL UNION 1363**
6 **CONTRACT (FY July 1, 2016 – June 30, 2019)**
7

8 *No.*

9
10 *Passed:*

11 _____
12 *John E. Lanni, Jr., Council President*

13
14 *Approved:*

15 _____
16
17 *Allan W. Fung, Mayor*
18

19 *It is ordained by the City Council of the City of Cranston as follows:*

20
21 **Section 1.** The City of Cranston has through its corporate officials, bargained
22 collectively with the International Association of Firefighters, AFL-CIO, Local 1363
23 which is the certified bargaining representative of Local 1363 firefighters as set forth in
24 the contract; and Local 1363 and the City of Cranston have reached an understanding
25 respecting the terms of a contract resulting from concession bargaining.
26

27 **Section 2.** That agreement in writing between the City of Cranston and Local 1363, a
28 copy of which is attached hereto and made a part hereof, is hereby ratified, confirmed and
29 approved by this City Council.
30

31 **Section 3.** That except as modified by the terms of the aforesaid agreement, the City of
32 Cranston shall retain all powers vested in it by law and its Charter over the management,
33 regulation and control of said City firefighters.
34

35 **Section 4.** Any additional agreements, letters of understanding, contract addendums
36 or modifications during the life of this collective bargaining agreement between the
37 parties must be ratified by the City Council and comply with Charter Sec.14.17.
38

39 **Section 5.** This Ordinance shall take effect upon its final adoption.
40

41 Positive Endorsement

Negative Endorsement (attach reasons)

42
43
44 _____
45 Christopher M. Rawson, Solicitor

47 **Fiscal Note**

48

49 I hereby certify that it is anticipated that sufficient funds will be available to fund this
50 contract, and I have provided a fiscal impact analysis, in accordance with Section
51 3.04.152 of the Cranston City Code.

52

53

54

55 _____
Robert F. Strom, Director of Finance

56

57 Sponsored by Allan W. Fung, Mayor

58

59 Referred to Finance Committee January 14, 2016

	A	B	C	D	E	F	G	H	I	J	K	L
1	Fire IAFF Proposed Contract July 1, 2016 - June 30, 2019											
2												
3				FY 17			FY18			FY19		TOTAL
4												
5	Salary Increases											
6		3% July 1, 2017					377,434					377,434
7		3% July 1, 2018								388,757		388,757
8												766,191
9	Salary Decreases (8 Firefighters)			(472,853)								(472,853)
10	Salary Decreases (5 Firefighters)						177,320					177,320
11	Salary Decreases (5 Firefighters)									0		0
12												
13	Holiday Pay (15)			0			35,384			40,062		75,446
14												
15	Longevity (10.33%)			0			38,568			39,725		78,293
16												
17	Payroll Taxes (1.45%)			0			6,545			6,794		13,339
18												
19	Pension	Currently (11.15%)		0			50,330			52,243		102,573
20												
21	Uniform Clothing Allowance											
22												0
23		6/30/17 \$50.00/ee					9,800					9,800
24		6/30/18 \$50.00/ee								9,800		9,800
25												
26												
27	Uniform Cleaning Allowance											
28		7/1/15 \$100.00/ee deferred to										0
29		7/1/17 \$100.00/ee					19,600					19,600
30												
31	Health Care CoPay Increase											
32		Blue Cross - Family		(28,504)			(9,485)			(19,019)		(57,008)
33		Blue Cross - Individual		(3,896)			(1,298)			(2,598)		(7,792)
34												
35		United - Family		(14,402)			(4,792)			(9,610)		(28,804)
36		United - Individual		(300)			(100)			(200)		(600)
37												
38	OPEB Increases											
39		\$50.00 Increase 7/1/16		(9,100)								(9,100)
40		\$50.00 Increase 7/1/17					(9,100)					(9,100)
41		\$50.00 Increase 7/1/18								(9,100)		(9,100)
42												
43	Delta Dental Co- Share											
44		\$ 5.00 Family per pay period		(20,410)								(20,410)
45		\$ 2.00 Individual per pay period		(4,940)								(4,940)
46												
47	Delta Dental Increase Coverage to \$ 3,000									3,429		3,429
48	from \$ 2500											
49				(554,405)			690,206			500,283		\$636,084

Tentative Agreement

WHEREAS, this Tentative Agreement between the City of Cranston, Rhode Island and Local 1363, International Association of Fire Fighters is entered into on DECEMBER 15, 2015 as the collective bargaining agreement, titled "Agreement Between the City of Cranston, Rhode Island and Local 1363, International Association of Fire Fighters, AFL-CIO July 1, 2013 to June 30, 2016" is set to expire and;

WHEREAS, except as specifically and expressly set forth in this Tentative Agreement and subject to the ratification procedures of both parties to this Tentative Agreement, all of the terms and conditions in the collective bargaining agreement (dated July 1, 2013 to June 30, 2016) shall continue and remain in effect and are incorporated by reference as if fully reproduced herein; and

WHEREAS, the collective bargaining agreement resulting from this Tentative Agreement shall be subject to ratification by both the City's and the Union's authorized ratifying bodies;

NOW, THEREFORE, the following contains the agreement and understanding of the parties' to enter into a collective bargaining agreement titled "Agreement Between the City of Cranston, Rhode Island and Local 1363, International Association of Fire Fighters, AFL-CIO dated July 1, 2016 to June 30, 2019.

(1.) p2.

A G R E E M E N T

This Agreement is entered into as of the 1 day of JULY, 2013-2016, by and between the City of Cranston (hereinafter referred to as "City" or "Employer") and the International Association of Fire Fighters, Local 1363, AFL-CIO (hereinafter referred to as "Union" or "I.A.F.F." or "Local 1363"). This Collective Bargaining Agreement (hereinafter "Agreement"), is entered into pursuant to the authority granted by Rhode Island General Laws Title 28, Chapter 9.1, et seq. known as the Fire Fighters' Arbitration Act, as amended.

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(2)p 10. **Section 4.5 - Vacancies - Privates And Officers Ranks**

1. Vacancies in the Privates' ranks shall be filled as soon as practicable after the date vacancy occurs. A vacancy occurs as a result of a retirement, death, promotion or termination.

Effective July 1, 2016 The City may hold up to eight (8) private positions vacant.

Effective July 1, 2017 and expiring on June 30, 2019 the City may hold up to five (5) private positions vacant.

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(3.) p29

Section 15.1 - Uniform Clothing Allowance and Voucher

The uniform issue will be by the voucher system. Each member may choose clothing from the following listed items. NFPA Approved blue uniform shirt and pants, polo shirts, shoes or athletic shoes and a belt. The Chief of the Department may add or delete any additional clothing or equipment he deems necessary to the voucher list. ~~In 2009 the cost of each voucher will not exceed five hundred fifty (\$550) dollars per member.~~

Effective July 1, 2015 the cost of each voucher will not exceed six hundred (\$600.00) dollars.

~~Effective July 1, 2016 the cost of each voucher will not exceed seven hundred (\$700.00) dollars.~~

Effective July 1, 2017 the cost of each voucher will not exceed six hundred and fifty (\$650.00) dollars.

Effective July 1, 2018 the cost of each voucher will not exceed seven hundred (\$700.00) dollars.

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(4.)p 32

Section 15.4 - Clothing Maintenance Allowance

~~Effective July 1, 2015, said amount shall be increased to one thousand and three hundred (\$1300.00) dollars per year.~~

Effective July 1, 2017, said amount shall be increased to one thousand and three hundred (\$1300.00) dollars per year.

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(5.)p 39 **Section 16.4 - Good Attendance (Effective January 1, 1997)**

All employees who use four (4) days or less of sick leave including family illness in any calendar year shall receive two (2) days of pay for each year of good attendance accumulated until retirement; which will be paid at one-fifth (1/5) the weekly rate of pay effective for their rank at the time of their retirement (Effective January 1, 1997).

Effective July 1, 2016 Good Attendance shall no longer be accrued by any member. Any member who has received days of pay for each year of good attendance prior to July 1, 2016, shall remain with said member until retirement; which will be paid at one-fifth (1/5) the weekly rate of pay effective for their rank at the time of their retirement.

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(6.) p 42

Section 19 - Salary and Longevity

A. Salaries for all members of the Fire Department covered by this Agreement shall be as set forth in Appendix A hereto, which is incorporated herein by reference, which shall include the following increases:

July 1, 2016	Zero (0%) percent
July 1, 2017	Three (3%) percent
July 1, 2018	Three (3%) percent

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(7.)p.46, 47 **Section 21 - Medical Insurance, Dental Insurance, Life Insurance and Burial Expenses** subsections A(8) and B(4)

Effective ~~July 1, 2013~~ July 1, 2016 the following on-site co-pays shall apply:

- a) Office visits and Urgent care or "Urgi-care" facilities - Ten (\$10.00) dollars
- b) Emergency Room visits - ~~\$50.00~~ \$100.00

In the event that an Urgicenter or Urgent care facility is not open and a member seeks treatment at an Emergency Room, those covered under the member's health care plan will be reimbursed the Emergency Room Co-payment of ~~fifty (\$50.00) dollars.~~ one hundred (\$100.00) dollars less the Urgent Care co-pay amount. In the event a member is hospitalized after being evaluated in the Emergency Room, those covered under the member's Health care plan will be reimbursed the Emergency Room Co-payment of ~~fifty (\$50.00) dollars.~~ one hundred (\$100.00) dollars.

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(8.) p46 **Section 21 - Medical Insurance, Dental Insurance, Life Insurance and Burial Expenses**

A. Blue Cross/Blue Shield

7. Health Care Co-Share – Each member shall pay, by payroll deduction, a pretax amount of twenty-three dollars and fifteen cents (\$23.07) per week for a total amount of twelve hundred dollars (\$1200.00) per year for an individual plan and forty-six dollars and seven cents (\$46.15) per week for a total amount of twenty-four hundred (2400.00) per year for a family plan.

Effective July 1, 2016, said amount shall be increased to twenty-five dollars and ninety-seven cents (\$25.97) per week for a total amount of one thousand and three hundred and fifty (\$1350.00) dollars per year for individual plan and fifty one dollars and ninety-three cents (\$51.93) per week for a total amount of twenty-seven hundred (\$2700.00) for a family plan.

Effective July 1, 2017, said amount shall be increased to twenty-six dollars and ninety-three cents (\$26.93) per week for a total amount of one thousand and four hundred (\$1400.00) dollars per year for individual plan and fifty-three dollars and eighty-five cents (\$53.85) per week for a total amount of twenty eight hundred (\$2800.00) dollars per year for a family plan.

Effective July 1, 2018, said amount shall be increased to twenty eight dollars and eighty five cents (\$28.85) per week for a total amount of one thousand and five hundred (\$1500.00) dollars per year for individual plan and fifty seven dollars and seventy cents (\$57.70) per week for a total amount of three thousand (\$3000.00) dollars for a family plan.

AWF 12/21/15

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(9.) p46 **Section 21 - Medical Insurance, Dental Insurance, Life Insurance and Burial Expenses**

B. United Health

3. Health Care Co-Share – Each member shall pay, by payroll deduction, a pretax amount of twenty-three dollars and fifteen cents (\$23.07) per week for a total amount of twelve hundred dollars (\$1200.00) per year for an individual plan and forty-six dollars and seven cents (\$46.15) per week for a total amount of twenty-four hundred (2400.00) per year for a family plan.

Effective July 1, 2016, said amount shall be increased to twenty-five dollars and ninety-seven cents (\$25.97) per week for a total amount of one thousand and three hundred and fifty (\$1350.00) dollars per year for individual plan and fifty one dollars and ninety-three cents (\$51.93) per week for a total amount of twenty-seven hundred (\$2700.00) for a family plan.

Effective July 1, 2017, said amount shall be increased to twenty-six dollars and ninety-three cents (\$26.93) per week for a total amount of one thousand and four hundred (\$1400.00) dollars per year for individual plan and fifty-three dollars and eighty-five cents (\$53.85) per week for a total amount of twenty eight hundred (\$2800.00) dollars per year for a family plan.

Effective July 1, 2018, said amount shall be increased to twenty eight dollars and eighty five cents (\$28.85) per week for a total amount of one thousand and five hundred (\$1500.00) dollars per year for individual plan and fifty seven dollars and seventy cents (\$57.70) per week for a total amount of three thousand (\$3000.00) dollars for a family plan.

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(10.)p55 **Section 21 - Medical Insurance, Dental Insurance, Life Insurance and Burial Expenses**

F. Retired Benefits:

19. Other Post Employment Benefits

Effective July 1, 2016 all members shall pay a sum of thirteen dollars and forty-seven (\$13.47) cents bi-weekly for a total of three hundred and fifty (\$350.00) dollars per year toward their OPEB (Other Post Employment Benefits). The City agrees that they will place these monies in a restricted account toward post retirement benefits.

Effective July 1, 2017 all members shall pay a sum of fifteen dollars and thirty-nine (\$15.39) cents bi-weekly for a total of four hundred (\$400.00) dollars per year toward their OPEB (Other Post Employment Benefits). The City agrees that they will place these monies in a restricted account toward post retirement benefits.

Effective July 1, 2018 all members shall pay a sum of seventeen dollars and thirty-one (\$17.31) cents bi-weekly for a total of four hundred and fifty (\$450.00) dollars per year toward their OPEB (Other Post Employment Benefits). The City agrees that they will place these monies in a restricted account toward post retirement benefits.

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(11.)p.55 **Section 21 - Medical Insurance, Dental Insurance, Life Insurance and Burial Expenses**

F. Retired Benefits:

21. Effective July 1, 2016 All retired employees who have become eligible for Medicare by reason of age, shall be allowed to purchase for their spouse, at no cost to the City including administrative costs, and at the retired member's expense, the active members' Blue Cross/Blue Shield or United Individual healthcare plan, or any healthcare plan agreed to by the parties at the City's rate, until such time as the spouse is eligible for Medicare by reason of age.

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(12.)p56

Section 21.2 – Dental Insurance

1. The maximum dollar (\$) amount on Levels I, II, III, and IV shall be ~~two thousand (\$2,000.00) dollars effective June 30, 2004.~~
Effective January 1, 2015 the dollar amount shall increase to two thousand and five hundred (\$2500.00) dollars per level.
Effective July 1, 2018 the dollar amount shall increase to three thousand (\$3000.00) dollars per level.
2. Effective July 1, 2016 all members enrolled in an individual plan shall pay the sum of two dollars (\$2.00) bi-weekly for a total of fifty two dollars (\$52.00) and any member who is enrolled in a family plan shall pay the sum of five dollars (\$5.00) bi-weekly for a total of one hundred and thirty (\$130.00) dollars per year toward their Dental Insurance.

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(13.)p58

Section 21. 4- Burial Insurance

The City agrees to assume and pay for the funeral expenses for any employee killed in the line of duty; such payment, however, shall not exceed ten thousand (\$10,000.00) dollars.

Effective July 1, 2016 the dollar amount shall shall not exceed twenty thousand (\$20,000.00) dollars

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(14)p 77.

Section 24.2 - Pension Payments

5. Effective July 1, 2016 all civilian employees of the fire department will have the option of choosing a defined contribution plan (i.e., a 401(a) plan or equivalent) agreed to by the parties in lieu of the State Municipal Employees' Retirement Plan. Under the defined contribution plan, the City shall contribute 3% of the employees' annual salary into this plan. Employees enrolled in this plan shall contribute a minimum of 3% of the employees' annual compensation to be paid through payroll deduction. Employees may contribute additional funds to their account as allowed by the Internal Revenue Code. Any change to the plan shall be agreed to by the parties.

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(15.)p 65

Section 24- Pension Payments

~~3-~~ Current Language

4 Current Language

~~3.~~ All retired employees' pension payments will automatically escalate by three (3%) percent compounded on July 1, of each year, subject to that certain settlement agreement entered on or about December 13, 2013 in PC 2012-3590. The parties agree that the obligations set forth in said settlement agreement are incorporated herein as if more fully set forth, and the said obligations are thus contractual and not a mere recital.

4 Effective July 1, 2013 All active duty employees when retired shall have their pension payments adjusted, if necessary, to pension payments received by retired employees participating in the 2013 Pension Adjustment Agreement of similar rank or position and similar credited years of service at the time of their retirement.

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(16.)p 88

Section 34 – Duration of Agreement

This Agreement is effective from July 1, ~~2013~~ 2016 and shall continue in full force and effect through midnight on June 30, ~~2016~~ 2019 If for any reason what so ever at the end of the term of this contract a new contract has not been agreed upon between Local 1363 (IAFF) and the City Of Cranston this contract will remain in effect until such time as a new contract is agreed upon.

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