

TENTATIVE AGREEMENT
AFSCME, COUNCIL 94, LOCAL 1627

ENTERED into this 9th day of June, 2016, by and between the CITY OF CENTRAL FALLS and RHODE ISLAND COUNCIL 94, AFSCME, LOCAL 1627 pursuant to Article XX and Article XXI of the parties' Agreement effective November 23, 2011 to June 30, 2016;

WHEREAS, the parties hereto have conducted good-faith negotiations pursuant to Title 28, Chapters 7 and 9.4 of the Rhode Island General Laws, as amended; and

WHEREAS, the parties' negotiations have resulted in Agreement for a Collective Bargaining Agreement, effective July 1, 2016 to June 30, 2017; and

WHEREAS, the parties hereto desire to codify their AGREEMENT and, subject to their respective ratification procedures, be bound by the same.

THE PARTIES HEREBY AGREE

1. The document titled "Agreement between R.I. Council 94, AFSCME, AFL-CIO, Local 1627 and The City of Central Falls, Effective November 23, 2011 to June 30, 2016" is herein incorporated by reference as if fully reproduced. The terms and conditions of this Agreement shall continue and remain in effect for the period of July 1, 2016 to June 30, 2017, except as expressly modified herein.
2. Article 11. – HOURS OF WORK AND OVERTIME

Section 11.1 (To Be Amended As Follows):

The hours of work for members other than the Public Works Division shall be as follows:

City Hall:

Monday through Thursday - 8:30 a.m. to 4:30 p.m.

Fridays 8:30 a.m. to 1:30 p.m. *(The Friday schedule is considered a full day for vacation, personal, or sick time usage).*

The Finance and City clerk's office shall be open to 7:00 PM on the third Thursday of every month. On a rotating basis one (1) employee shall be required to work from 11:00 AM to 7:00 PM on the day.

All Other Departments:

The hours of work of all departments shall be consistent with current schedules.

The hours for dispatchers will be 8 a.m. to 4 p.m., 4 p.m. to 12 a.m., and 12 a.m. to 8 a.m., with five (5) days on and two (2) days off.

The Police IT Administrator's **and Animal Control** hours shall be 8 a.m. to 4 p.m. Monday thru Friday.

Hours of any employee governed by this Agreement may be amended by the City upon at least two weeks notice and meeting and conferring with the Union. The City agrees that it will give the Union a full opportunity to be heard on such issues and will consider in good faith the Union's recommendations.

Section 11.7 (To be Amended as Follows):

Section 11.7: Employees shall have the option of taking overtime pay or compensatory time off at the overtime rate. The maximum accumulation shall be **equivalent to one week of the employee's standard hourly work week** and shall be taken by June 30th of each year. Compensatory time shall be taken with seniority determining preference in the event two (2) or more employees elect to take the same hours off. Compensatory time will be taken with the consent of the head of the department and shall not result in overtime.

Section 11.8 (New Section)

Section 11.8: Any employee called back to work after completing his workday or on Saturday, Sunday and or holidays shall be compensated for a minimum of three (3) hours.

3. ARTICLE 12 - HOURS OF WORK - PUBLIC WORKS DIVISION

Section 12.15 (New Section):

Section 12.15: After 5 years of service Employees who possess Pay loader/Backhoe license will receive an additional 150.00 dollars the last pay period in the fiscal year. One employee with a Pay loader/Backhoe license not counting foreman shall be called in during sanding and snowplowing operations.

4. ARTICLE 13 – SICK LEAVE

Section 13.3 (To Be Amended As Follows):

Section 13.3: Employees who are absent for three (3) or more consecutive working days ~~may~~ **shall** be required to submit a statement from a physician stating the reason for the absence to support a claim for sick leave.

5. Article 17 – PERSONAL DAYS

Section 17.3 (To Be Amended As Follows):

Section 17.3: **Employees with ten (10) years of service to nineteen (19) years of service shall be eligible for three (3) personal days per year.** Employees with twenty (20) years of service to twenty-four (24) years of service shall be eligible for four (4) personal days per year. Employees with more than twenty-five (25) years of service shall be eligible for ~~five (5)~~ **six (6) personal days per year.**

6. Article 19 - HOLIDAYS

Article 19.1 (To Be Amended As Follows):

Article 19.1: The following shall be paid holidays for all members within the bargaining unit:

New Year's Day	Columbus Day
<u>Martin Luther King Day</u>	Veteran's Day
President's Day	Thanksgiving
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Victory Day (VJ Day)	Day After Christmas
Labor Day	

7. Article 30 - CLOTHING ALLOWANCE AND TOOL ALLOWANCE

Article 30.1 (To Be Amended As Follows):

Article 30.1 Each employee in the Public Works Division, Dispatchers, Animal Control/Parking Monitors, Code Enforcement Inspectors, and Police Computer IT Administrators shall be entitled to a ~~two hundred seventy five (\$275.00)~~ **three hundred fifty (\$350.00)** per year clothing allowance. Such allowance shall be paid annually on the first pay date in April. **Additionally, the City will reimburse Animal Control Officer(s) for winter and spring jackets when replacement is required.**

8. Article 39 - DURATION AND TERMINATION

Article 39.1 (To Be Amended As Follows):

Article 39.1: The effective date of this agreement shall be from **July 1, 2016** and shall continue through **June 30, 2017.**

9. Article 40 - WAGES

Effective July 1, 2016, the wage rates for all bargaining unit positions identified in Section 40.1 shall be increased across the board by two and one-half (2 ½)percent.

ANIMAL CONTROL/PARKING MONTIOR

Animal Control / Parking Officer wage rates shall be amended to consist of the following two steps:

Animal Control/Parking Monitor

7/1/2016 (inclusive of 2 1/2 %)

0-24 months \$695.27 / week

25 months or more \$720.64 / week

DISPATCHERS

Dispatchers wage rates shall be amended to consist of the following three (3) steps:

DISPATCHERS 07/1/16 (inclusive of 2 1/2 %)

STEP 1 \$695.69 / week

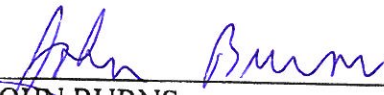
STEP 2 (12 MOS) \$772.66 / week

Step 3 (24 MOS) \$803.41 / week

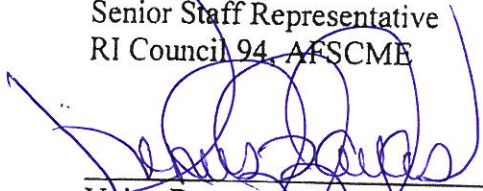
The dispatch schedule shall be two (2) dispatchers each shift with the exception of emergency call outs and, if an employee leaves early or comes in late, it will be up to the supervisor to determine whether there is a need to fill the vacancy.

IN WITNESS WHEREOF, the parties have hereunto set their hand this 9th Day of June, 2016.

FOR THE UNION

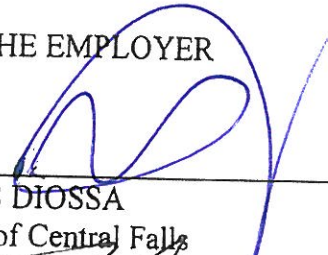


JOHN BURNS
Senior Staff Representative
RI Council 94, AFSCME




Union Representative
Local 1627, Council 94, AFSCME

FOR THE EMPLOYER

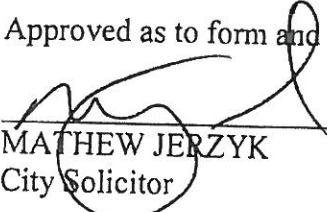


JAMES DIOSSA
Mayor of Central Falls



LEONARD MORGANIS
Administrative and Finance Officer

Approved as to form and correctness:



MATHEW JERZYK
City Solicitor