

Memorandum of Agreement between the City of Cranston and IAFF Local 1363

This memorandum of agreement is entered into by and between the City of Cranston (“City”) and Local 1363, International Association of Firefighters, AFL-CIO (“Union”).

Whereas the City of Cranston is facing extreme fiscal challenges; and

Whereas the City and Union have engaged in collective bargaining with a view to obtaining financial concessions to the City; and

Whereas the City and Union have met and conferred on various dates commencing in January, 2009 through June, 2009; and

Whereas the City and Union are desirous to memorialize the terms of their agreement,

Now Therefore it is hereby agreed as follows:

1. Section 14 - Vacations – Each member shall defer one vacation day for the year commencing July 1, 2009 through June 30, 2010 to be paid at retirement at 1/5th of the member’s current weekly salary. Additionally, each member may voluntarily defer a second vacation day for the year commencing July 1, 2009 through June 30, 2010 to be paid at retirement at 1/5th of the member’s current weekly salary. Further, each member shall waive and relinquish one vacation day for the year commencing July 1, 2010 through June 30, 2011.
2. Section 15 – Paid Holidays – The below listed four (4) holidays shall not be deemed paid holidays and shall not be paid for the time period July 1, 2008 – through June 30, 2009. Additionally, the below listed holidays shall not be included as part of a member’s longevity payment.
 - Presidents’ Day, Easter, RI Independence Day, Memorial Day
3. Section 15.1 – Clothing Maintenance – The union hereby waives without any limitations or restrictions the 4th quarter installment of the clothing maintenance allowance in the sum of two hundred and seventy-five dollars (\$275.00) for the contract year July 1, 2008 – June 30, 2009.
4. Section 19 – Salaries and longevity/Section 19.5 Salaries and Longevity Civilian Employees - Salary increases shall be as follows:

Date	Percent Increase
6/30/09	1%
1/1/10	0%
6/30/10	3%
1/1/11	2.5%

5. Section 21 - Health Insurance, Dental Insurance, Life Insurance, Burial Expense – Each member of the bargaining unit shall co-pay health insurance the sum of

thirty – five dollars and sixty-two cents per week for a family plan and fifteen dollars and thirty-eight cents per week for an individual plan for the remainder of the fiscal year beginning July 1, 2008 – June 30, 2009.

For the period beginning July 1, 2009 – June 30, 2011, each member of the bargaining unit shall co-pay health insurance the sum of forty-six dollars and fifteen cents per week for a family plan and twenty-three dollars and seven cents for an individual plan per week.

6. Section 24.8 – Table of Organization - For the period of July 1, 2008 – June 30, 2010, the City shall not be obligated to fill up to fifteen (15) vacancies/positions in the rank of private. Additionally, for the period commencing July 1, 2010 – June 30, 2011, the City shall not be obligated to fill up to twelve vacancies in the rank of private.
7. Consistent with City Charter section 9.04, the City Council shall prescribe by ordinance the composition of the Cranston Fire Department which ensures no reduction in the composition of the Cranston Fire Department beginning July 1, 2009 through June 30, 2011. In the event that any action by the City Council alters, modifies, or abolishes said ordinance, then the Union’s financial concessions set forth herein shall be rescinded.
8. The City agrees not to use this memorandum of agreement or the concessions and modifications agreed to by the parties in any rights, grievance, interest arbitration cases or any other legal proceedings involving the Union or any other labor organization.
9. Except as specifically and expressly set forth in the Memorandum of Agreement and subject to the ratification procedures of both parties to this Memorandum of Agreement, all of the terms and conditions in the existing collective bargaining agreement (dated July 1, 2007 to June 30, 2010) shall continue and remain in effect and are incorporated by reference as if fully reproduced herein.
10. The Union and City shall enter into a collective bargaining agreement incorporating the above described agreements for the time period commencing July 1, 2008 through June 30, 2011. That Collective Bargaining Agreement shall be subject to ratification by the City Council and the membership of the Union.

Mayor - City of Cranston

IAFF Local 1363

Date

Date