

City of Fall River Massachusetts

Office of the City Clerk

RECEIVED

2017 FEB 24 P 12:07

ALISON M. BOUCHARD
CITY CLERK

CITY CLERK _____
FALL RIVER, MA

INÊS LEITE
ASSISTANT CITY CLERK

February 24, 2017

Dear Councilor:

A Special Meeting of the City Council has been scheduled for Tuesday, February 28, 2017 at 6:30 p.m. or immediately following the Committee on Public Works and Transportation meeting if it runs past 6:30 p.m. in the Council Chamber, Government Center for the following:

Mayor and order re: Memorandum of Agreement between the City of Fall River and Teamsters Local 251, Public Works Unit.

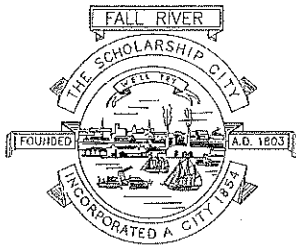
The Mayor requests your attendance at this meeting.

Very truly yours,

Inês Leite
Assistant City Clerk

/ispl

ADA Coordinator: Gary P. Howayeck, Esq. 508-324-2650



City of Fall River
Massachusetts
Office of the Mayor

RECEIVED

2017 FEB 24 P 12: 07

CITY CLERK _____
FALL RIVER, MA

JASIEL F. CORREIA II
Mayor

February 24, 2017

Alison Bouchard, City Clerk
Cc: Inês Leite
One Government Center
Fall River, MA 02722

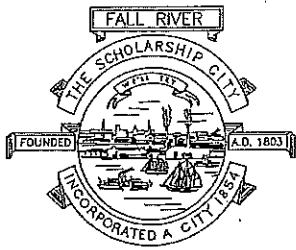
Dear City Clerk:

Attached is a letter to each Councilor pursuant to Municipal Ordinance Sec 2-55 calling a Special Meeting of the Fall River City Council to be held on February 28, 2017 at 6:30pm in the City Council Chamber.

Please prepare an appropriate agenda, publication and notice.

Sincerely,

Jasiel F. Correia II
Mayor



City of Fall River
Massachusetts
Office of the Mayor

JASIEL F. CORREIA II
Mayor

RECEIVED

2017 FEB 24 P 12:07

CITY CLERK _____
FALL RIVER, MA

February 24, 2017

Shawn E. Cadime, President, Fall River City Council
36 Palmer St. #2
Fall River, Ma 02724

Dear Mr. President:

Pursuant to Municipal Ordinance Sec 2-55 I am calling a Special Meeting of the Fall River City Council to be held on February 28, 2017 at 6:30PM in the City Council Chamber One Government Center. The specific subject to be considered is the Collective Bargaining Agreement, and the deadlines therein, for Teamsters Local 251 Public Works Unit. (Attached Hereto) Specifically I am asking that the Collective Bargaining Agreement be approved as the lack of approval is causing financial hardship to many members of that Unit.

Sincerely,

Jasiel F. Correia II
Mayor

City of Fall River, *In City Council*

ORDERED, that the funding of the cost items contained in the collective bargaining agreement between the City of Fall River and Teamsters Local 251 Public Works Unit dated February 15, 2017, is hereby approved.

MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF FALL RIVER
AND THE
TEAMSTERS LOCAL 251, PUBLIC WORKS UNIT

RECEIVED

2017 FEB 24 P 12:07

CITY CLERK _____
FALL RIVER, MA

For good and valuable consideration, each to the other given, the City of Fall River and Teamsters Local 251, hereby agree as follows:

WHEREAS, the City of Fall River (“the City”) and Teamsters Local 251 (“the Union”) are parties to a Collective Bargaining Agreement dated July 1, 2013 – June 30, 2015 (“the Contract”) which was extended to June 30, 2016:

WHEREAS, the Union and the City are engaged in litigation regarding the privatization of trash collection services for the City, specifically MUP-16-5171, MUP-16-5360, and ARB-16-5437; and

WHEREAS, the Union and the City have agreed to a new collective bargaining agreement to cover the time period from July 1, 2016 – June 30, 2019;

NOW THEREFORE, the Union and the City agree to the following terms and conditions:

1. There shall be no wage increases for the period of July 1, 2016 through June 30, 2017.
2. Effective July 1, 2017, the wage schedules shall reflect a general wage increase of 2%.
3. Effective July 1, 2018, the wage schedules shall reflect a general wage increase of 2%.
4. Article XXIV – Contract Term – Replace with the following – Duration- Section 1 – The term of this Agreement shall be effective July 1, 2016 through June 30, 2019 and shall continue from year to year in full force and effect until a successor agreement is duly executed. Section 2 – Should either party desire to bargain any changes or amendments to this Agreement for the period commencing July 1, 2019, either party shall, by certified return receipt mail notify the other party of its desire to change or amend this Agreement not less than thirty (30) days prior to June 30, 2019. Section 3 - This Article shall not apply to Article XXVII – Privatization, the terms of which shall expire on June 30, 2019.
5. Article XXVII – Privatization – The City agrees that all work being exclusively performed by bargaining unit members as of January 23, 2017 shall remain bargaining unit work through June 30, 2019. The City further agrees that work currently being performed by bargaining unit members shall not be privatized for the period ending June 30, 2019. If a court of competent jurisdiction determined the

foregoing is unenforceable beyond one year, the City agrees to re-open this Agreement for the purpose of bargaining over the terms of this provision. The terms of this Article are not subject to the "evergreen" provision of Article XXIV, Contract Term.

6. The City agrees to create two (2) new bargaining unit provisions known as Crew Leaders, and to bargain with the Union over the wages and job descriptions for those positions. Bargaining over these positions shall be concluded by March 15, 2017.
7. The City agrees to maintain forty (40) positions in the bargaining unit, including the two (2) new Crew Leader positions. Two (2) vacant positions shall be filled by April 1, 2017, which shall bring the total of bargaining unit positions to thirty-eight (38) and the two (2) Crew Leader positions shall be filled by April 15, 2017 bringing the total positions in the bargaining unit to forty (40).
8. Article VII- Holidays – Change Washington's Birthday to Presidents' Day.
9. The City agrees to bargain with the Union over modifications to changes in the job description for any bargaining unit position.
10. The City agrees, on a one-time basis, to pay a maximum of four (4) employees to receive the training necessary to receive a Hoisting Engineer 2B License, subject to the approval of the training program by the Director of Community Maintenance.
11. The City agrees to reimburse employees for the cost of renewing hoisting licenses or CDL licenses.
12. The City agrees to fulfill all obligations bargained on or about June 24, 2016 regarding the impact of layoffs on bargaining unit members, as follows:
 - a. Laid off employees who do not accept employment in any City department shall have recall rights for 5 years from date of layoff.
 - b. Employees that accept employment in any City department shall have recall rights for two years from date of layoff.
 - c. Recall procedures above shall be implemented in a manner consistent with the terms of Article XVIII, Recall, as set forth in the collective bargaining agreement.
 - d. Any employee that is separated from City employment for 6 months or more shall be subject to pre-employment drug testing and physical examination.
 - e. Employees re-hired pursuant to paragraph 10 above shall, for the purpose of accrual of vacation, sick leave and personal days only, be credited with the years of full-time service worked prior to layoff.

- f. Upon date of recall or date of hire in another City department, employees shall be allowed up to six (6) months to buy back sick leave in order to recoup all banked sick leave that the employee had accrued as of the date of layoff.

- 13. All other terms of the collective bargaining agreement shall remain in full force and effect.

- 14. If any other City of Fall River bargaining unit receives a general wage increase in excess of 2% for the period of July 1, 2017 through June 30, 2018, or for the period of July 1, 2018 through June 30, 2019, the Parties agree to reopen this agreement for the purposes of discussing wages.

- 15. The Union agrees to withdraw, with prejudice, MUP-16-5171, MUP-16-5360, and ARB-16-5437, and waives the right to pursue any litigation regarding the privatization of trash removal services, except to enforce the terms of this agreement.

- 16. In exchange for the withdrawal of the matters described in Paragraph 15, above, the City agrees to the following:
 - a. On or by March 1, 2017, the City agrees to make the sum of \$245,000 available for payments to members or former members of the bargaining unit.

 - b. The Union shall instruct the City as to which employees shall receive payments under the foregoing, and the amount to be paid to each union member or former union member.

- 17. The Parties agree that the foregoing payments are intended to settle all outstanding claims and disputes arising out of the privatization of City trash removal services and do not constitute an admission of wrongdoing by either Party.

- 18. If this Agreement is not ratified by the Union on or before February 9, 2017, it shall be withdrawn by the City. Once withdrawn by the City, the terms of this Agreement shall not be used by either party in any legal or administrative proceeding.

CITY OF FALL RIVER

TEAMSTERS LOCAL 251

By: [Signature] Date: 2/15/17
Jasiel F. Correia II, Mayor

By: [Signature] Date: 2/15/17
Paul Santos, President Teamsters Local 251

[Signature] Date: 2-15-17
Cathy Ann Viveiros, City Administrator

[Signature] Date: 2/15/17
Nick Williams, B.A. Teamsters Local 251

[Signature] Date: 2/16/17
Hon. Joseph Macy, Corporation Counsel