



City of Fall River Massachusetts
Office of the City Clerk

ALISON M. BOUCHARD
CITY CLERK

INÊS LEITE
ASSISTANT CITY CLERK

SPECIAL MEETING OF THE CITY COUNCIL

MEETING: Tuesday, February 28, 2017 at 6:30 p.m.
Council Chamber, One Government Center

PRESENT: Councilors Joseph D. Camara, Steven A. Camara and
Stephen R. Long

ABSENT: Councilors Richard Cabeceiras, Pam Laliberte-Lebeau,
Raymond A. Mitchell, Linda M. Pereira, Cliff Ponte and
President Shawn E. Cadime

IN ATTENDANCE: None

Assistant City Clerk Inês Leite called the meeting to order at 6:32 p.m. and called the roll. A quorum not being present, she declared the meeting adjourned at 6:33 p.m.

List of documents and other exhibits used during the meeting:
Agenda packet (attached)
CD and DVD of meeting

A true copy. Attest:

Inês Leite
Assistant City Clerk

In City Council, March 21, 2017
Approved.



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



City of Fall River
Massachusetts
Office of the Mayor

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2017 FEB 24 P 12:07

JASIEL F. CORREIA II
Mayor

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

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

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

- 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.