

# RESOLUTION OF THE CITY COUNCIL

No. 39

Approved February 12, 1996

RESOLUTION, together with accompanying copy of Collective Bargaining Agreement between the City of Providence and Public Service Employees' Local Union 1033 of the Laborer's International Union of North America, AFL-CIO, effective July 1, 1995 to June 30, 1996.

IN CITY COUNCIL

FEB 1 1996  
READ AND PASSED

ACTING PRES.

CLERK

APPROVED

FEB 12 1996

MAYOR



**Executive Office, City of Providence, Rhode Island**

VINCENT A. CIANCI, JR.

MAYOR

November 16, 1995

Michael R. Clement  
Providence City Clerk  
Providence City Hall

Dear Mr. Clement:

Pursuant to Section 17-27 of the Providence Code of Ordinances, I am hereby submitting the proposed collective bargaining agreement between the City of Providence and the Public Service Employees' Local Union 1033 to the Providence City Council for its review and consideration.

Sincerely,

A handwritten signature in black ink, reading "Vincent A. Cianci, Jr.", is written over the printed name. The signature is stylized and cursive.

VINCENT A. CIANCI, JR.

Mayor of Providence

FILED

Nov 16 11 54 AM '95

DEPT. OF PUBLIC WORKS  
PROVIDENCE, R.I.

IN CITY COUNCIL  
DEC 7 1995  
FIRST READING  
REFERRED TO COMMITTEE ON  
FINANCE

*Michael J. Clement*  
CLERK

THE COMMITTEE ON  
FINANCE

Recommends Approval

*Clare D. Bortolotto*

CLERK

Jan. 23 1996



## Finance Department

*"Building Pride In Providence"*

November 28, 1995

Councilwoman Evelyn Fagnoli  
Chairperson Council Finance Committee  
Providence City Hall  
Providence, Rhode Island 02903

Dear Councilwoman Fagnoli:

Pursuant to section 17-27 of the Providence Code Of Ordinances, I am submitting a fiscal note regarding the proposed 1995-1996 labor agreement between the City of Providence and Local 1033 of the Laborers International Union of North America.

### **Item 1**

### **WAGE FREEZE**

The wage rate for all bargaining unit positions shall be the wage rate paid on June 30, 1995.

Each percentage of increase the laborers might have received would have cost \$200,000.

### **Item 2**

### **MODIFICATION OF HEALTH BENEFITS**

The annual savings realized from converting employees from Blue Cross Classic and Healthmate to the modified plan referred to as City Blue is approximately \$102,000.

The annual savings realized from converting employees from Harvard Community Health Care to a modified Harvard Community Health Plan is approximately \$52,000.

**ITEM 3**

**RETIREE HEALTH BENEFITS**

Employees who retire after September 3rd 1995 shall be furnished health care coverage on an individual basis only. Compared to the previous coverage of two individual plans, and based on an estimate of 30 retirees per year, the total annual projected savings are \$42,600. Below are five year projected cumulative savings including an inflation factor of 5%.

FY 1996	\$42,600
FY 1997	\$89,460
FY 1998	\$141,000
FY 1999	\$197,400
FY 2000	\$259,000

**SUMMARY ANNUALIZED SAVINGS**

1. Wage Freeze \$200,000 (per 1%)
2. Health Benefits \$154,000
3. Future Savings significant

Sincerely



Boyce Spinelli  
Director Of Finance

## TENTATIVE AGREEMENT

ENTERED into this 11th day of October, 1995 by and between the CITY OF PROVIDENCE and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of LOCAL UNION 1033 pursuant to Article XXVII and Article XXIX of the parties' Agreement dated June 30, 1993 and effective July 1, 1993 to June 30, 1994.

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, 1995 to June 30, 1996; and

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

### THE PARTIES HEREBY AGREE:

1. The document executed June 30, 1993 and titled Agreement between the City of Providence, Rhode Island and the Rhode Island Laborers' District Council on behalf of Public Service Employees' Local Union 1033 of the Laborers' International Union of North America, effective July 1, 1993 to June 30, 1994 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, 1995 to June 30, 1996, except as expressly modified herein.

2. The document executed on May 17, 1994 and titled Memorandum of Agreement which relates to employer contributions pursuant to Articles XX and XXIII of the parties' Agreement incorporated above is herein incorporated as if fully reproduced. The terms of this Memorandum of Agreement shall remain operative for the period in which this Agreement is operative.

3. The document executed on May 26, 1994 and titled Memorandum of Agreement which relates to the assignment of one-half ( $\frac{1}{2}$ ) percent of the July, 1994 across-the-board-wage increase to the Rhode Island Public Employees' Health Services Fund is herein incorporated as if fully reproduced and shall remain operative with the assignment of said wages to the Rhode Island Public Employees' Health Services Fund for the period in which this Agreement is operative.

4. Article II, Section 7 (new language). During the term of this Agreement, the City shall have the right to transfer and/or redeploy temporary employees, as defined in Article I and bargaining unit employees who have less than three(3) years seniority to vacant positions on a temporary basis and such transfer and/or redeployment shall not be the subject of the grievance procedure. The parties agree that any transfer/redeployment shall only occur within the affected employee's class, i.e. white collar/blue collar, and will not reduce the salary and benefits afforded to the affected employee. Further, the parties agree that no transfer/redeployment to promotional positions, as defined in Article X, shall occur unless the promotional process of Article X is exhausted. Should a transfer/redeployment to a promotional position occur after the process is exhausted, then the affected employee shall receive the wage rate of the new position for the duration of the transfer/redeployment. Any transfer/redeployment under this provision shall be for a length of time determined by the employer, but shall not exceed six (6) months. There shall be no pyramiding of transfers/redeployment to the same position. This provision shall not apply to the Communications Department.

5. Article IV (new language). The work week for any employee hired and assigned or promoted from a department other than Communications to a position in the Providence Police Control Center after the ratification of this Agreement shall be four (4) consecutive days on, followed by two (2) consecutive days off and then repeating.

6. Article VI - Effective July 1, 1995, the wage rate for all bargaining unit positions shall be the wage rate paid on June 30, 1995.

7. Articles IX and X - Seniority shall be acquired by a full time employee after the completion of a six (6) month probationary period, at which time seniority shall be retroactive to the first day of employment. Probationary employees shall be eligible to bid for and fill promotional positions; however, regardless of the position occupied, said employees shall serve a full six (6) month probationary period.

8. Article XVII - Effective thirty (30) days following the execution of this Agreement, the Employer shall provide all employees covered by this agreement and eligible family members with health care coverage as follows:

LOCAL UNION 1033  
HEALTH CARE PLAN

COVERAGE LEVELS:

In network - Full coverage from a broad network of hospitals, PCP'S, and specialists. Members will not be billed for charges beyond Blue Cross allowance.

Out of network - Members may also choose to see any other non-participating provider and still receive coverage at 80% of Blue Cross allowance after an annual deductible of \$100 per individual - \$300 per family; \$1000/ \$3000 maximum out of pocket (Regional allowance)

PARTICIPATING PROVIDERS:

Includes the broad-based BC/BS RI network of hospitals and primary care physicians, plus specialized networks for eye care, lab & x-ray services, DME, chiropractic, home care, mental health/substance abuse.

PRE-AUTHORIZATION:

Authorization is obtained by participating providers. Members are responsible only when using non-participating providers.

DEDUCTIBLES:

\$100 per individual - \$300 per family; \$1000/ \$3000 maximum out of pocket.

ANNUAL MAXIMUM EXPENSE:

Out of network benefit increased to full coverage after maximum expense of \$1,000 per individual, \$3,000 per family.

LIFETIME MAXIMUMS:

Unlimited

PRE-EXISTING CONDITIONS:

No waiting period.

DEPENDENT COVERAGE:



Spouse and unmarried dependent children through the end of the year in which they turn age 19 (or age 25 if a full-time student).

#### OUTPATIENT SERVICES:

##### PREVENTIVE CARE:

Well-baby visits - \$10 co-payment; pap smears and mammograms covered in full.

##### OFFICE VISITS:

Routine and non-routine - \$10 co-payment (\$15 allergist & dermatologist)

##### EYE EXAMS:

\$10 co-payment for one routine exam per year at participating providers.

##### OUTPATIENT SURGERY:

Covered in full

##### DIAGNOSTIC LAB & X-RAY:

Covered in full at network lab and x-ray facilities.

##### CHIROPRACTIC CARE:

Office visits (12 per year) - \$10 co-payment; lab tests & x-rays in full.

##### WISDOM TEETH:

Covered in full, when medically necessary (bone impacted requiring service at hospital).

#### INPATIENT SERVICES

##### HOSPITAL ROOM & BOARD:

Unlimited days of care in a semiprivate room.

##### SURGICAL-MEDICAL:

Covered in full

**EMERGENCY ROOM:**

\$25 co-payment for treatment of accident or life threatening medical emergency within 24 hours of onset of symptoms (co-payment waived if admitted).

**MATERNITY:**

Covered in full

**ORGAN TRANSPLANT:**

Covered for eligible costs associated with kidney, liver, lung, heart, cornea and homologous bone marrow transplants.

## MENTAL HEALTH & SUBSTANCE ABUSE (MHSA)

### INPATIENT MH:

45 days of care in a participating hospital, when arranged by the Care Manager. 50% at out-of-area non-participating providers.

### OUTPATIENT MH:

\$15 per individual session; \$10 per group session; \$1,000 annual maximum, when arranged by the Care Manager. 50% after deductible at non-participating providers.

### INPATIENT SA:

Detoxification - 3 admissions per year or 21 days, whichever comes first, when arranged by the Care Manager.

Rehabilitation - 30 days in any 12-month period; lifetime limit of 90 days per member, when arranged by the Care Manager.

50% coverage at out-of-area non-participating providers.

### OUTPATIENT SA:

30 hours per patient, 20 hours for family members, per 12 month period. \$15 per individual session; \$10 per group session, when arranged by the Care Manager. 50% at out-of-area non-participating providers.

### NOTE:

RX and Wellness purchased by Health Services Fund.

The Employer also agrees to furnish as an alternative to the foregoing, substantially equivalent coverage under Harvard Community Health Plan of New England.

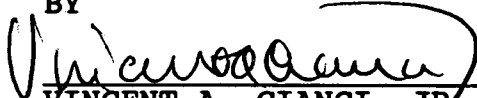
The Employer also agrees to continue health coverage for retirees and retirees' spouses for life for all employees who retired on or after July 1, 1982 and prior to September 3, 1995. Said coverage shall be converted to Plan 65 coverage upon attainment of the age of 65.

The Employer shall furnish health care coverage, on an individual basis only, to employees who retire(d) on or after September 3, 1995. Said coverage shall be of the same plan in effect when the retiree was an active employee up to age 65. Upon attainment of age 65, said coverage shall convert to Plan 65. This coverage shall be for life. The Employer also agrees to provide this coverage to the retiree's spouse upon the death

of the retiree.

The cost of either Blue Cross or Harvard Community Health Care coverage, as outlined above, shall be borne solely by the Employer.

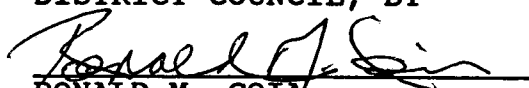
CITY OF PROVIDENCE,  
BY

  
\_\_\_\_\_  
VINCENT A. CIANCI, JR.  
MAYOR, CITY OF PROVIDENCE


WITNESS:

  
\_\_\_\_\_

RHODE ISLAND LABORERS'  
DISTRICT COUNCIL, BY

  
\_\_\_\_\_  
RONALD M. COIA  
BUSINESS MANAGER

LOCAL UNION 1033, BY

  
\_\_\_\_\_  
JOSEPH VIRGILIO  
PRESIDENT

AGREEMENT  
between  
CITY OF  
PROVIDENCE, RHODE ISLAND  
and  
RHODE ISLAND LABORERS' DISTRICT COUNCIL  
on behalf of  
PUBLIC SERVICE EMPLOYEES'  
LOCAL UNION 1033  
of the  
LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO  
Effective: July 1, ~~1992~~1995 to June 30, ~~1993~~1996

herein.

Section 2(a)(2). TEMPORARY EMPLOYEES - The parties agree that temporary employees are not entitled to any rights under the Collective Bargaining Agreement until they are hired as permanent employees. Unless the parties agree otherwise in regards to a specific position all entry level positions in which the Employer determines to fill shall be offered to temporary employees in the order of their seniority as temporary employees, in their respective class (Blue Collar or White Collar). Upon hire as permanent employees, the probationary period prescribed by the Collective Bargaining Agreement shall begin. Upon completion of the probationary period, permanent employee seniority shall apply retroactively to the employee's date of hire as a permanent employee. The Employer also agrees that ~~at such time as the number of temporary employees under this Agreement falls below fifty (50), it shall not exceed fifty (50) temporary employees~~ unless otherwise agreed to by the parties.

Section 2(b). Seasonal employees are employees employed during the months of June through September who are assigned to perform only recreational duties and do not perform bargaining unit work of any nature whatsoever.

In no event shall the use of any seasonal employee displace or otherwise affect a member of the bargaining unit.

## ARTICLE II

### UNION SECURITY AND DUES DEDUCTION

Section 1. All present employees who are members of the

Union on the effective date of this Agreement shall remain members in good standing by the payment of their regular monthly dues as a condition of continued employment. All present employees who are not members of the Union, ~~and all employees who~~ are hired hereafter in the classifications covered by this Agreement, ~~and all Temporary Employees~~ shall become and remain members in good standing by the payment of the required initiation fee and regular monthly dues on the 31st day following the execution of this Agreement or the date of their employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement.

Section 2. Upon receipt of written notice from the Union, the Employer shall discharge any Employee who fails to become or is not a member of the Union on the prescribed day, provided membership was available under the same terms and conditions as generally applicable to other members. Further, all employees who fail to maintain their Union membership in good dues standing shall be summarily discharged by the Employer. The Union agrees to indemnify, defend and hold the Employer harmless from any claim arising from any such discharge.

Section 3. "Membership in good standing" as referred to herein means solely the tender of payment of normal dues and the standard initiation fee.

Section 4. The Employer agrees not to enter into any agreement or contract with members of the bargaining unit, individually or collectively, nor negotiate or bargain with them,

unless it is through the duly authorized representative of the Union, and any such agreement entered into shall be null and void.

Section 5. The Employer agrees to deduct the amount of ~~Six~~Seven Dollars (~~\$6.00~~\$7.00) from the weekly pay of each employee who authorizes such deduction in writing as provided in this section. Deductions shall be made weekly from the net pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so in writing with the "Dues Deduction Authorization" form, to be furnished to the Employer as set forth below:

PUBLIC SERVICE EMPLOYEES' LOCAL UNION 1033  
Providence, Rhode Island  
Dues Deduction Authorization

I authorize you to deduct from my weekly pay the sum of ~~Six~~Seven Dollars ~~\$6.00~~(\$7.00) per week for Union dues payable to the Secretary-Treasurer of Local Union 1033.

_____	_____
Date	Employee's Signature
_____	_____
Employee's S.S. Number	Employee's Identification No.
_____	
Address	



Such authorization form, deduction, practices and procedures enumerated in this Article shall be in compliance with the requirements of all State laws and regulations regarding same.

The Employer will remit the deduction withheld weekly to the Secretary-Treasurer of Local Union 1033, 2264110 South Main Street, Providence, Rhode Island 02903 on Payroll Optional reports listing the employee's name, identification number, department number, and amount of dues deducted.

The Union shall indemnify and hold harmless the Employer for any and all claims, liabilities and costs incurred by the Employer as a result of the Employer's compliance with this Article II.

Section 6. There shall be no layoffs, shutdowns, furloughs or cutbacks that affect any person within this bargaining unit. The City shall not layoff bargaining unit employees, ~~reduce the number of bargaining unit positions,~~ alter the work schedule or unilaterally modify any working conditions of bargaining unit employees.

Section 7. During the term of this Agreement, the City shall have the right to transfer and/or redeploy temporary employees, as defined in Article I, and bargaining unit employees

who have less than three(3) years seniority to vacant positions on a temporary basis and such transfer and/or redeployment shall not be the subject of the grievance procedure. The parties agree that any transfer/redeployment shall only occur within the affected employee's class, i.e. white collar/blue collar, and will not reduce the salary and benefits afforded to the affected employee. Further, the parties agree that no transfer/redeployment to promotional positions, as defined in Article X, shall occur unless the promotional process of Article X is exhausted. Should a transfer/redeployment to a promotional position occur after the process is exhausted, then the affected employee shall receive the wage rate of the new position for the duration of the transfer/redeployment. Any transfer/redeployment under this provision shall be for a length of time determined by the employer, but shall not exceed six (6) months. There shall be no pyramiding of transfers/redeployment to the same position. This provision shall not apply to the Communications Department.

### ARTICLE III

#### NONDISCRIMINATION

There shall be no discrimination against any employee by reason of race, color, creed, sex, age, national origin or Union membership.

The Employer and the Union affirm their joint opposition to any such discriminatory practices in connection with employment, promotion, or training, remembering that the public interest

remains in full utilization of an employee's skill and ability without regard to consideration of race, color, creed, sex, age or national origin.

No employee covered by this Agreement shall be discharged, laid off, demoted, suspended, transferred, or affected in any way because of political beliefs or activities.

#### ARTICLE IV

##### HOURS OF WORK AND OVERTIME

Section 1. The regular work week for all employees covered by this Agreement, who are employed in the classifications listed in Schedule "A" hereto, shall consist of five (5) consecutive eight (8) hour days, Monday, Tuesday, Wednesday, Thursday and Friday. The regular work shift for day workers shall commence at 8:00 A.M. and shall finish at 4:30 P.M. with one half (~~1~~/~~2~~) hour lunch period. Existing exceptions to the foregoing may be continued during the term of this Agreement.

The regular work week for Automobile Drivers shall consist of thirty-five (35) hours per week, consisting of five (5) consecutive seven (7) hour days, Monday through Friday.

The regular work week for School Crossing Guards shall be twenty-two (22) hours per week.

Section 2. The regular work week for all employees covered by this Agreement, who are employed in the classifications listed in Schedule "B" hereto, shall consist of five (5) consecutive seven (7) hour days, Monday, Tuesday, Wednesday, Thursday and Friday. The regular work shift for day workers shall commence at

8:30 A.M. and shall finish at 4:30 P.M. with a one (1) hour lunch period. Existing exceptions to the foregoing may be continued during the term of this Agreement.

~~Section 3.~~ Section 3. The work week for any employee hired and assigned or promoted from a department other than Communications to a position in the Providence Police Control Center after the ratification of this Agreement shall be four (4) consecutive days on, followed by two (2) consecutive days off and then repeating.

Section 4. Overtime. Time and one-half shall be paid in each of the following instances:

(aA) Hourly Basis of Pay. Any regular employee of the Employer, whose pay is established on an hourly basis shall be entitled to and shall be paid overtime pay at the rate of one hundred fifty percent (150%) of his hourly rate of pay for each full hour, or part of an hour, of employment in excess of the standard hours of employment worked or credited in any one work week. In the event an Employee is sick during the work week the sick day shall be considered as part of the work week for the purpose of computing overtime.

(bB) Daily Basis of Pay. Any regular employee whose pay is established on a daily basis in the City Compensation Plan shall be entitled to

and shall be paid overtime at the rate of one hundred fifty percent (150%) of the rate of payment established in the City Compensation Plan for the particular position which he holds, for each full day or part of in excess of standard days of employment worked or credited in any one work week.

(ec) The Employer may require employees to work reasonable overtime in those areas such as the Department of Public Parks, Department of Public Safety, Department of Public Works, Water Supply Board, and other essential services.

(ed) Overtime will be offered equally to employees by classification in each department, on the basis of seniority based on the work the employee customarily and ordinarily performed during that week. A list of eligible employees of each department shall be posted and maintained by the superintendent and the steward of each department. Should a dispute arise under the application of this clause, and upon request, the Employer shall furnish the Union a record of overtime.

Section 45. It is recognized that in some circumstances hourly paid employees may have a regular schedule that requires

work during a period not included in the work week as defined in Section 1 of this Article. Such employees shall not be paid one hundred fifty percent (150%) of his hourly rate of pay for work during such periods, but shall receive an additional fifty cents (50¢) per hour for performing such scheduled work. This section shall apply to Zoo Keepers at Roger Williams Park.

Section 56. Any employee covered by this Agreement, who is called into work outside of his regular hours, for a period of time that is not connected to his regular hours, shall be paid at the rate of one and one-half (1-1/2) times his regular rate of pay for all such hours worked, but in any event, shall be guaranteed four (4) hours' straight time pay. In the event that such hours worked are in excess of the applicable work week, the employee shall not be paid overtime in addition to the premium pay or guarantee provided by this section.

Section 67. Summer Hours. During the months of July and August, the regular work day shall end a half (~~1-1/2~~) hour earlier at no loss of pay for members of the bargaining unit in accordance with current practice. Additionally, when the downtown Providence temperature is 90 degrees or greater, all outside crews shall be dismissed without loss of pay and inside City Hall employees in non-air-conditioned offices shall be reduced to a skeleton force with at least two-thirds (2/3) of the force dismissed without loss of pay on a rotating basis.

Section 78. Subcontracting. The City shall have the right to enter into subcontracts for the performance of work, where the

work is of a type which has never been performed by bargaining unit employees covered by this Agreement, or of a type that has previously been subcontracted, or where the subcontractor which is the lowest responsible bidder selected by the City subscribes and agrees to be bound by the same economic conditions and the Union security provisions in this Agreement.

~~Section 8.~~ Section 2. Coffee Breaks. Employees shall receive one fifteen (15) minute coffee break during the first four (4) hours of their daily assignment and one fifteen (15) minute coffee break during the balance of their daily assignment.

#### ARTICLE V

##### MANAGEMENT RIGHTS

Section 1. Except as abridged or restricted by any provision of this Agreement or by applicable law, the Employer shall have the exclusive right to supervise and control all of its departments and employees, to issue reasonable rules and regulations, and to exercise any and all rights and authority granted to the City as an employer by statute, ordinance, and applicable regulations, and to comply with its responsibilities thereunder. The Employer agrees that no such rights or authority shall be exercised in violation of this Agreement. Further, the exercise of rights normally entrusted to management shall be subject to any obligations the Employer may have under RIGL Section 28-9.4, or obligations imposed upon the Employer by relevant statute.

Section 2. With regard to any vacancies or unfilled

positions, the filling of any/all such vacancies or unfilled positions shall be within the sole discretion of the City of Providence. Nothing contained in Article II, Section 6 shall negate, contradict, or modify in any way the City's rights pursuant to this provision.

## ARTICLE VI

### SALARIES AND HOURLY RATE SCHEDULE

Section 1. Effective July 1, ~~1992~~1995, the wage rate for all bargaining unit classifications shall be that in effect June 30, 1992 ~~which is reflected in the attached schedules which by this reference are made part of this Agreement~~1995. ~~Effective July 1, 1993, all bargaining unit classifications shall receive a four and one half (4.5%) percent wage increase which is reflected in said schedules. Effective July 1, 1994, all bargaining unit classifications shall receive a five (5%) percent wage increase which is reflected in said schedules. The twelve (12) or more Police Department dispatcher positions shall receive parity with the salaries of the Fire Department dispatcher.~~

## ARTICLE VII

### LONGEVITY PAY

Section 1. In addition to the salaries listed in this Agreement, there shall be paid a longevity supplement which shall be considered part of the employee's salary for other purposes in this Agreement, including pension purposes. This supplement shall be computed semiannually, on December 31 and June 30, of



each year, on the basis of the employee's salary and years of service, as of said December 31 and as of said June 30.

Longevity payments shall be payable within thirty (30) days thereafter based upon fifty (50%) percent of the annual formula (i.e. for the contract year, a total of 100%) as described below:

<u>Years of Service</u>	<u>Annual Percentage Amount</u>
5 yrs. but less than 10 yrs.	5%
10 yrs. but less than 15 yrs.	6%
15 yrs. but less than 20 yrs.	7%
20 yrs. or more	8%

#### ARTICLE VIII

##### SHIFT DIFFERENTIALS

Section 1. Any bargaining unit member except salaried employees of the Department of Public Safety who is regularly assigned to commence work subsequent to 11:30 A.M. and prior to 7:00 A.M. shall receive twenty-five cents (\$.25) per hour in addition to his regular rate of pay as contained herein.

Salaried employees of the Department of Public Safety whose regular shift commences subsequent to 11:30 A.M. and prior to 7:00 A.M. shall receive nine dollars (\$9.00) per week in addition to their regular rate of pay as established herein.

#### ARTICLE IX

##### SENIORITY AND PROMOTION

Section 1. Definition. Seniority shall be defined as the total length of service with the Employer. Seniority shall be defined as length of service within a Department for the purpose of applying for and filling promotional vacancies.

Seniority shall be acquired by a full-time employee after the completion of a ~~one-year~~six(6) month probationary period, at which time seniority shall be retroactive to the first day of employment. Probationary employees shall not be entitled to avail themselves or utilize the grievance and arbitration procedures set forth in Article XXIV hereof, but shall be entitled to any and all other rights, benefits and entitlements pursuant to the terms of this Agreement.

Union stewards shall be considered senior in service for layoff purposes only.

Section 2. Accumulation. Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave.

Section 3. Break in Seniority. Seniority shall be considered broken only for the following reasons.

- a. When an employee has been discharged for just cause.
- b. When an employee voluntarily terminates his employment.
- c. When an employee exceeds an authorized leave of absence.
- d. When an employee fails to respond to a recall notice.
- e. When an employee engages in other work without authorization while on leave of absence.
- f. When an employee is laid off in excess of two (2) consecutive years.
- g. Absent extenuating circumstances, when an employee fails to report an absence from work of five (5) consecutive working days within that period.

Section 4. Seniority Groups. It is agreed that there shall be two seniority groups, one for employees in "blue collar" classifications, and another for employees in "white collar" classifications, and the application of seniority under this Agreement with respect to one group shall be separate and apart from the other group.

Section 5. It is understood that it is the employee's responsibility to advise the Personnel Department of his current address and telephone number.

#### ARTICLE X

##### FILLING OF PROMOTIONAL VACANCIES

Section 1. This Article shall apply to the filling of all promotional vacancies and positions within the bargaining unit above that of Laborer and Clerk I which are vacant

and the Employer determines to fill.

Section 2. The Employer agrees to fill all promotional vacancies from the best qualified applicants in the bargaining unit subject to the provisions set forth below.

Section 3. The Employer agrees that the first consideration will be given to filling all promotional vacancies from within the department where the vacancy exists. Notice of a vacancy in any position above that of Laborer and Clerk I shall be posted for a period of three (3) working days on appropriate Employer bulletin boards.

(A) Any employee who ~~has successfully completed his probationary period who~~ is interested in filling the vacancy in his department shall apply in writing to the department head within seven (7) working days after said notice has been posted.

~~(b) All crossing posts shall be posted for a period of five (5) working days on bulletin boards conspicuous to all Providence Crossing Guards.~~

Probationary employees shall be eligible to bid for and fill promotional positions; however, regardless of the position occupied, said employees shall serve a full six (6) month probationary period.

(B) All crossing posts shall be posted for a period of five (5) working days on bulletin boards conspicuous to all Providence Crossing Guards. The most senior Crossing Guard shall have the preference of being assigned to crossing posts of their choosing.

(C) The vacancy shall be filled on the basis of

qualifications and ability, as determined by the Employer. Where qualifications and ability are relatively equal, seniority shall be the determining factor. Should a question arise out of the decision made by the Employer on the question of qualifications and ability, this shall constitute a grievance and be subject to the grievance and arbitration procedure included in this Agreement.

Section 5. The Employer agrees that when detailing employees to higher level duties for promotion or transferring employees from one classification or department to another, selection will be made from among the best qualified employees. The Employer further agrees that temporary promotions will be utilized when feasible in temporary replacements of supervisory personnel, or in determining potential for promotion.

Section 6. The successful bidder shall be given a trial period of up to sixty (60) days and if he is not deemed qualified for the position during that period, he shall be restored to his former job and position.

Section 7. Unless otherwise agreed to by the parties, any posted vacancy shall be filled no later than either forty-five (45) days from the date of posting, or upon the expiration of the retiring employee's vacation leave, whichever is greater.

#### ARTICLE XI

##### HOLIDAYS

Section 1. All employees covered by this Agreement shall be

paid the regular rate of pay for each of the following designated holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Rhode Island Independence Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Victory Day	Election Day (November of each even year)

Section 2. In the event that any of the foregoing holidays fall on a Saturday, the previous day, Friday, shall be the day of celebration. If any of the foregoing holidays fall on a Sunday, the next day, Monday, shall be the day of celebration. Notwithstanding the foregoing, the City shall have the option of paying any or all employees an additional day's pay for any holiday occurring on Saturday or Sunday, in lieu of declaring Friday or Monday as the day of celebration.

Section 3. Employees shall be paid for each of the above-enumerated holidays when not worked provided they meet all of the following eligibility requirements:

(1) The employee works during the payroll week during which the holiday occurs, except when the holiday occurs within his vacation period, or when the employee is absent for the entire payroll week but has worked within the preceding payroll week, or he is absent during the entire payroll week, in which the holiday occurs, because of jury duty, or received bereavement pay for one or more days during the week.

(2) When a holiday occurs during an eligible employee's

scheduled vacation, he shall be paid for the unworked holiday in addition to his vacation pay at the same time or shall be granted an additional day off with pay.

Section 4. In addition, the Employer shall allow one-half (~~1/2~~) day off with pay the afternoon of the last regular working day prior to Christmas Day and New Year's Day (or the days of observance of Christmas Day and New Year's Day), when Christmas Day and New Year's Day fall or are celebrated on Tuesday through Saturday.

## ARTICLE XII

### VACATION LEAVE

Section 1. Any employee who has been in the employ of the Employer for more than six (6) months in the aggregate shall receive one (1) week vacation leave with pay.

Section 2. Any employee hired prior to July 1, 1987 who has completed one year of employment shall be granted three (3) weeks annual vacation leave each calendar year with pay. Employees hired on or after July 1, 1987 who have completed one (1) year of employment shall be entitled to two (2) weeks' annual vacation leave each calendar year with pay.

Section 3. Any employee hired on or after July 1, 1987 who has completed five (5) years of employment shall be granted three (3) weeks annual vacation leave each calendar year with pay.

Section 4. Any employee who has completed ten (10) years of employment shall be granted four (4) weeks annual vacation leave each calendar year with pay.

Section 5. Any employee who has completed fifteen (15) years of employment shall be granted five (5) weeks annual vacation leave each calendar year with pay.

Section 6. Employees may discharge vacation leave in amounts less than a full work week, but not less than full work days.

Section 7. Vacation credit in excess of six (6) weeks may not be carried over from one calendar year to the next. All vacation time in excess of six weeks (6) as of January 1 must be taken during the calendar year or shall be lost, except in the event that the Employer prevents the employee from taking said excess vacation time during the calendar year.

#### ARTICLE XIII

##### SICK LEAVE

Section 1. All employees of the bargaining unit regularly employed continuously for at least one (1) month shall be entitled to sick leave with full pay. Sick leave shall be granted for the following reasons:

(aA) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his position.

(bB) Attendance upon members of the family within the household of the employee, whose illness requires the care of such employee, provided that not more than seven (7) working days with pay shall be granted to employees for this purpose in any one calendar year.



(e) Enforced quarantine when established and declared by the Department of Health, or their competent authority for the period of such quarantine only.

Section 2. Sick leave with full pay for the employees of this bargaining unit shall be computed at the rate of one and one quarter (1-1/4) working days per month.

Such annual sick leave of fifteen (15) working days with pay, when not used, shall be cumulative, but the accumulated and unused portion of such sick leave shall not exceed one hundred thirty-five (135) days at one time; provided, however, any employee with at least five (5) years of continuous service, who contracts a serious illness, may be granted, with the approval of the Personnel Director, the Finance Director, and the Mayor, a further leave with pay, not to exceed ninety (90) days in addition to his accumulated sick leave, as of the date such illness occurs.

Section 3. Sick leave shall be discharged in periods of one-half (½) of a work day.

Section 4. The Department Head may require a physician's certificate or other satisfactory evidence in support of any request for sick leave, provided the employee affected has been told on the occasion of his last prior absence for sickness, that such evidence might be required for any future sick leave request. However, such evidence shall be required for each sick leave with pay covering an absence of more than three (3) consecutive working days.

Section 5. Employees who retire and receive a retirement benefit under the City of Providence retirement system shall upon retirement, be entitled to a lump-sum payment equal to twenty-five percent (25%) of the value of unused sick leave accumulated from January 1, 1986 to the date of their retirement.

#### ARTICLE XIV

##### LEAVE OF ABSENCE

Section 1. It is agreed that upon written application an employee with permanent status may be granted a leave without pay, not to exceed one year, for reason of personal illness, disability, or other purpose deemed proper and approved by the Personnel Director.

At the expiration of such leave, the employee shall be returned to the position from which he is on leave at the same step of the then current range for his class of position.

Seniority shall be retained and shall accumulate during all leaves without pay.

#### ARTICLE XV

##### BEREAVEMENT LEAVE

Section 1. All employees of the bargaining unit shall be allowed leave without loss of pay, when death occurs in an employee's immediate family, (i.e. employee's legal spouse, mother, father, son, daughter, brother, sister, or other members of the immediate household) provided that in such cases the leave shall not exceed more than one (1) day beyond the date of burial; in the case of employees of the ~~jewish~~<sup>Jewish</sup> faith, said leave

shall be for the actual period of mourning observed, but not to exceed seven (7) days from the day of burial.

Section 2. All employees covered by this Agreement shall be granted one (1) day leave with pay to attend funeral services for grandparents, mother-in-law, father-in-law, aunts or uncles.

Section 3. In the event there is a death in the employee's family, but not in the immediate household, as defined above, the employee shall be granted sufficient time to attend the funeral service without loss of pay.

#### ARTICLE XVI

##### JURY LEAVE

Section 1. An employee who is called for jury service in a court of law shall be excused from work for the days on which the employee serves and shall receive, for each such day of jury service on which the employee otherwise would have worked, the straight-time rate of pay for each hour of absence, less the amount received for jury duty. The employee will present proof of such service and the amount received therefor.

#### ARTICLE XVII

##### SPECIAL TIME OFF

Section 1. The Union Negotiating Committee shall consist of not less than three (3) employees nor more than five (5) employees designated by the Union who shall be afforded time off with pay required to negotiate agreements. Not more than five (5) employees who constitute part of the Negotiating Committee shall be excused from duty with pay for the purpose of

participation and the negotiating of any agreement, providing reasonable notice is given to the appropriate Department Head.

Section 2. The Union has submitted to the City a list of designated Union stewards who shall be recognized as such by the City in the departments and divisions indicated in the submission. Hereafter, in no event shall the total number stewards exceed fifty (50), nor shall any one department or division have more than three (3) stewards. The Union shall furnish the Employer and appropriate Department Heads with a list of stewards, and shall, as soon as possible, notify said appropriate City officials in writing of any changes thereto. Only those who are officers and stewards shall be recognized by the Employer for the purpose of meetings.

The Union may also be represented by representatives of Local Union 1033, International Representatives, and representatives of the Rhode Island Laborers' District Council with Legal Counsel.

Section 3. There shall be no deduction of pay from a grievant and/or Union officer or steward for time spent directly involved in meetings with department heads during working hours.

Section 4. Designated stewards or Union representatives shall be allowed to visit all job areas, department offices and buildings during working hours, provided that prior permission of the Employer is obtained, which permission shall not be unreasonably withheld.

Section 5. Elected Union officials and members of the Union

Executive Board (not to exceed a total of six (6) in number) shall be granted time off with pay to attend (aA) all scheduled local Union meetings, (bB) all meetings of the Rhode Island Laborers' District Council, and (cC) as delegates for International LIUNA, regional and state AFL-CIO conventions.

#### ARTICLE XVIII

##### HEALTH AND WELFARE

~~Section 1~~ Effective thirty (30) days following the execution of this Agreement, the Employer shall provide all employees covered by this agreement and eligible family members with health care coverage as follows:

##### LOCAL UNION 1033 HEALTH CARE PLAN

##### COVERAGE LEVELS:

In network - Full coverage from a broad network of hospitals, PCP'S, and specialists. The Employer agrees to provide full Blue Cross and Physician's Service coverage Plan U 100, Major Medical (\$1,000,000 maximum), chiropractic rider, medical emergency rider, and student rider to age twenty five. Members will not be billed for all employees and their families, in accordance with the rules of Blue Cross charges beyond Blue Cross allowance. —

Out of network - Members may also agree to provide such coverage on an individual basis for all employees who retire (d) after July 1, 1982 and see any other non-participating provider and still receive (d) retirement benefits under the City of Providence retirement system, and their spouses up to their attainment coverage at 80% of Blue Cross allowance after an annual deductible of \$100 per individual - \$300 per family; \$1000/ \$3000 maximum out of age 65. — Such retirees and their spouses shall be provided Plan 65 coverage for life upon the attainment of the age of 65 pocket (Regional allowance)

##### PARTICIPATING PROVIDERS:

Includes the broad-based BC/BS RI network of hospitals and primary care physicians, plus specialized networks for eye care, lab & x-ray services, DME, chiropractic, home care, mental health/substance abuse.

**PRE-AUTHORIZATION:**

Authorization is obtained by participating providers. All of said benefits shall, effective November 1, 1992, include Managed Care Benefits, including the Emergency Room \$25.00 deductible, if the user fails to be admitted within twenty four (24) hours of examination. Members are responsible only when using non-participating providers. —

Additionally, all employees hired on or after July 1, 1992 must be actually employed by the City of Providence for at least ten (10) years and receiving retirement benefits under the City of Providence Retirement System prior to qualifying for Retiree Medical Care coverage. **DEDUCTIBLES:**

\$100 per individual - \$300 per family; \$1000/ \$3000 maximum out of pocket. —

The Employer also agrees to furnish as an alternative to the foregoing, medical **ANNUAL MAXIMUM EXPENSE:**

Out of network benefit increased to full coverage under Harvard Community Health Plan of New England after maximum expense of \$1,000 per individual, \$3,000 per family. —

The cost of either Blue Cross or Harvard Community as outlined above shall be borne solely by the Employer.

— Should said member or any member **LIFETIME MAXIMUMS:**

Unlimited.

**PRE-EXISTING CONDITIONS:**

Effective March 1, 1996, new employees (during the first 12 months of his family be eligible employment) shall be subject to a pre-existing condition provision that includes a 25% copay for medical insurance under Blue Cross or any other plan, then the City will be obligated to furnish only excess coverage so that said member will have equivalent coverage as that offered by the City hospital - surgical charges related to pre-existing conditions up to a maximum of \$1,000. Should a retired member, subsequent This provision is waived for employees hired prior to retirement lose said alternative coverage, then the City will pick up full coverage under this section.

— Section 2 March 1, 1996.

**DEPENDENT COVERAGE:**

Spouse and unmarried dependent children through the end of the year in which they turn age 19 (or age 25 if a full-time

student).

#### OUTPATIENT SERVICES:

##### PREVENTIVE CARE:

Well-baby visits - \$10 co-payment; pap smears and mammograms covered in full.

##### OFFICE VISITS:

Routine and non-routine - \$10 co-payment (\$15 allergist & dermatologist)

##### EYE EXAMS:

\$10 co-payment for one routine exam per year at participating providers.

##### OUTPATIENT SURGERY:

Covered in full.

##### DIAGNOSTIC LAB & X-RAY:

Covered in full at network lab and x-ray facilities.

##### CHIROPRACTIC CARE:

Office visits (12 per year) - \$10 co-payment; lab tests & x-rays in full.

##### WISDOM TEETH:

Covered in full, when medically necessary (bone impacted requiring service at hospital).

#### INPATIENT SERVICES

##### HOSPITAL ROOM & BOARD:

Unlimited days of care in a semiprivate room.

##### SURGICAL-MEDICAL:

Covered in full.

##### EMERGENCY ROOM:

\$25 co-payment for treatment of accident or life threatening medical emergency within 24 hours of onset of symptoms (co-payment waived if admitted).

**MATERNITY:**

Covered in full.

**ORGAN TRANSPLANT:**

Covered for eligible costs associated with kidney, liver, lung, heart, cornea and homologous bone marrow transplants.

**MENTAL HEALTH & SUBSTANCE ABUSE (MHSA)**

**INPATIENT MH:**

45 days of care in a participating hospital, when arranged by the Care Manager. 50% at out-of-area non-participating providers.

**OUTPATIENT MH:**

\$15 per individual session; \$10 per group session; \$1,000 annual maximum, when arranged by the Care Manager. 50% after deductible at non-participating providers.

**INPATIENT SA:**

Detoxification - 3 admissions per year or 21 days, whichever comes first, when arranged by the Care Manager.

Rehabilitation - 30 days in any 12-month period; lifetime limit of 90 days per member, when arranged by the Care Manager.

50% coverage at out-of-area non-participating providers.

**OUTPATIENT SA:**

30 hours per patient, 20 hours for family members, per 12 month period. \$15 per individual session; \$10 per group session, when arranged by the Care Manager. 50% at out-of-area non-participating providers.

The Employer also agrees to furnish as an alternative to the foregoing, substantially equivalent coverage under Harvard Community Health Plan of New England.

The Employer also agrees to continue health coverage for



retirees and retirees' spouses for life for all employees who retired on or after July 1, 1982 and prior to September 3, 1995. The plan of coverage shall be the plan elected by the individual on the date of retirement. Said coverage shall be converted to Plan 65 coverage upon attainment of the age of 65.

The Employer shall furnish health care coverage, on an individual basis only, to employees who retire(d) on or after September 3, 1995. Said coverage shall be of the same plan in effect when the retiree was an active employee up to age 65. Upon attainment of age 65, said coverage shall convert to Plan 65. This coverage shall be for life. The Employer also agrees to provide this coverage to the retiree's spouse upon the death of the retiree.

The cost of either Blue Cross or Harvard Community Health Care coverage, as outlined above, shall be borne solely by the Employer.

Section 2. Both the Employer and the Union shall have the right to petition the City Council for amendments to the Retirement Act, provided, however, that the amendments desired be first considered and recommended by the Retirement Board.

Section 3. Any employee having an application for Accidental Disability Retirement benefits pending before the Retirement Board shall have the right to appear before the Board and may be represented by Counsel, or by the Union Representative, prior to the Board's action upon the application.

Section 4. Any employee who sustained an on-the-job injury prior to July 1, 1981, having an application for Temporary Disability Benefits shall have right to appear before the Commission on Relief of Injured Employees, and may be represented by Counsel, or by Union Representative, prior to the Commission's action upon the application. Said employee shall be entitled to Temporary Disability benefits as outlined in the City of Providence Injured Employees' Act. In addition the Department Head shall forward any accident report to the Commission within forty-eight (48) hours of the report being filed by the employee.

Any employee who sustains an on-the-job injury as of July 1, 1981 shall be entitled to Workers' Compensation benefits in accordance with the General Laws of the State of Rhode Island, Title 28, Chapters 29 to 38 inclusive.

Section 5. Notwithstanding the foregoing, with thirty (30) days prior notice to the Union, the Employer shall have the right at any time during this Agreement to provide substantially equal medical insurance benefits under a different plan than those specified in Section 1 and in lieu thereof.

#### ARTICLE XIX

##### DENTAL BENEFITS

Section 1. The Employer shall furnish Delta Dental ~~Level Levels I~~ IV coverage with student rider to age twenty-five (25) for all employees and their families.

Section 2. Notwithstanding the foregoing, with thirty (30) days prior notice to the Union, the Employer shall have the right

at any time during this Agreement to provide substantially equal dental benefits under a different plan than that specified in Section 1 and in lieu thereof.

#### ARTICLE XX

##### PRESCRIPTION, VISION CARE AND WELLNESS BENEFITS

Section 1. In order to provide each employee covered by this Agreement and their dependents drug/prescription and vision care benefits, the Employer agrees to contribute ~~thirty-five~~fifty-five cents (~~35~~55¢) per hour for each straight-time hour each employee covered by this Agreement is paid to the "Rhode Island Public Employees' Health Services Fund", established by Declaration of Trust dated July 1, 1979.- ~~Effective April 1, 1994, the City of Providence shall increase its monetary contribution to the Rhode Island Public Employees' Health Services Fund, as provided for herein (i.e. above the current contribution) by the average percentage increase for prepaid prescription benefits and vision care benefits imposed by Blue Cross and Blue Shield of R. I. on the City of Providence for Providence Teachers, Police Officers and Fire Fighters, for the period of June 30, 1992 to March 31, 1994. However, said contribution increase shall not exceed ten (10¢) cents per hour. Said fund shall be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union.~~

Section 2. The City of Providence and the Rhode Island Public Employees' Health Services Fund have jointly and

cooperatively developed and implemented an Employees' Wellness Program for bargaining unit employees with a purpose of ~~combatting~~combating the escalation of health care costs through health education and safety programs. The City of Providence agrees to pay five (5¢) cents per hour for each straight time hour each employees covered by this Agreement is paid to the Rhode Island Public Employees' Health Services Fund for the purpose of funding said Wellness Program.

Section 3. Said contributions will be paid to the Fund no later than the twentieth (20th) day of each month and shall be based on the preceding month's payroll.

Section 4. An employee receiving Workers' Compensation benefits shall be considered to be working his normal and regular work week.

Section 5. In addition to all other employer contributions required herein, the Employer shall also pay to the Rhode Island Public Employees' Health Services Fund, no later than January 15, an amount equal to the one-half (½) percent wage assignment as required in the parties' May 26, 1994 Memorandum of Agreement. The parties acknowledge that this amount is not additional employer contribution but rather is an assignment of a portion of the July 1, 1994, wage increase.

#### ARTICLE XXI

##### LIFE INSURANCE

The Employer shall provide life insurance coverage for all employees in the amount of Fifteen Thousand (\$15,000) Dollars.

ARTICLE XXII

LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA  
NATIONAL PENSION FUND

Section 1. For the purpose of providing retirement benefits for employees covered by this Agreement, the Employer and the Union agree as follows:

(a) The Employer agrees to make payment to the Laborers' International Union of North America National Pension Fund for each employee covered by the said Collective Bargaining Agreement as follows:

(i) For each day or portion thereof for which an employee receives pay (based on a 40 hour work week), the Employer shall make a contribution of \$6.72 to the above-named Pension Fund, but not more than \$33.60 per week for each employee (5 x daily rate of 8 hours). For the purpose of this Agreement, each day paid for, including days of paid vacation, paid holidays, and the days for which pay is received by the employee, in accordance with the Collective Bargaining Agreement, shall be counted as days for which contributions are payable.

(ii) For each day or portion thereof for which an employee receives pay (based on a 35-hour work week), the Employer shall make a contribution of \$5.88 to the above-named Pension Fund, but not more than \$29.40 per week for each employee (5 x daily rate of

7 hours). For the purpose of this Agreement, each day paid for, including day of paid vacation, paid holiday, and other days for which pay is received by the employee, in accordance with the Collective Bargaining Agreement, shall be counted as days for which contributions are payable.

Section 2. Contributions shall be paid on behalf of an employee who is a member of the bargaining unit starting with the employee's first day of employment in a job classification covered by the Collective Bargaining Agreement. Contributions shall also be made during the term of this Agreement only for those non-bargaining unit employees on whose behalf contributions have heretofore been made who remain current in the payment of union dues. In the event an employee or other person on whose behalf contributions shall be made works at least one (1) hour but less than eight (8) hours on any work day, the Employer agrees to make contributions for eight (8) hours to the Fund on behalf of such employee and/or person but in no event shall contributions for any week exceed forty (40) hours for any employee and/or person. Failure to contribute to this Fund shall be in violation of the Agreement after the Employer is accepted as a participating Employer.

Section 3. An employee receiving Workers' Compensation benefits shall be considered to be working his normal and regular work week.

Section 4. The payment to the Pension Fund required above

shall be made to the "Laborers International Union of North America National Pension Fund" which was established under an Agreement and Declaration of Trust, a copy of which has been signed by the Employer in the place provided at the end of such Agreement.

Section 5. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

#### ARTICLE XXIII

##### LEGAL SERVICES FUND

Section 1. In order to provide each employee covered by this Agreement and their dependents with assistance in defraying the cost of legal counsel, the Employer agrees to contribute ~~thirty~~twenty cents (~~30¢~~20¢) per hour for each straight-time hour each employee covered by this Agreement is paid to the "Rhode Island Public Service Employees' Legal Services Fund", established by a Declaration of Trust dated September 20, 1974. Said Fund shall be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union.

Section 2. Said contributions will be paid to the Fund no later than the twentieth (20th) day of each month and shall be based on the preceding month's payroll.

Section 3. The Fund shall not be used to provide benefits which defray any expenses for disputes, grievances, or legal proceedings between employee-participant, his spouse, or dependents and the Employer, the Union or any of its members, their agents, or any legal entity of which they are a part.

Section 4. An employee receiving Workers' Compensation benefits shall be considered to be working his normal and regular work week.

#### ARTICLE XXIV

##### GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievances. It is mutually understood and agreed that all grievances of employees or the Union arising out of the provision of this contract shall be filed and processed as follows:

Section 2. The employee's Union stewards shall be guaranteed sufficient time off during working hours to seek to settle grievances without loss of pay. An aggrieved employee shall have the right to Union representation, during the grievance procedure.

Step 1. The Union shall present such grievance in writing to the appropriate Director, Department Head, Director of Personnel Bureau and/or the Chief of Police or a designee. The Director and/or Department Head, Director of Personnel Bureau and/or Chief of Police or a designee shall have five (5) working days to respond to the grievance in writing.

Step 2. In the event the grievance is not satisfactorily



adjusted, the Union shall present such grievance in writing to the Director of Personnel or his designee within five (5) working days from the receipt of the Step 1 response. The Director of Personnel or his designee shall have five (5) working days to respond to the grievance in writing.

Step 3. If unable to reach a satisfactory adjustment within five (5) working days, the Union shall submit the grievance in writing within five (5) working days to the Mayor or the Commissioner of Public Safety, for those affected employees working under his supervision, who must then meet or respond to the grievance in writing within five (5) working days.

Section 3. If a grievance is not settled, such grievance may at the request of the Union, be referred to the American Arbitration Association in accordance with its rules then obtaining.

The Arbitrator's decision shall be final and binding upon the parties. The expenses of such arbitrator shall be borne equally by the parties. The arbitrator shall have no power to disregard, alter, amend, add to or deduct from the provisions of this Agreement.

The submission to arbitration must be made within fifteen (15) working days of receipt of the Mayor's or Commissioner's answer, as stated in Step 3 or else it shall be deemed to have been waived.

The Employer and the Union agree to apply the decision of

the arbitrator to all substantially similar situations.

Any grievance which is not presented at Step 1 within five (5) working days excluding Saturdays, Sundays and Holidays, of the date of occurrence or injury (whichever is later) shall be deemed to have been waived. Failure of the Union to comply with the other time limitations set forth in this Article shall also constitute a waiver of the grievance. Failure of the City to respond timely at any step of the grievance procedure shall enable the Union to proceed to the next step, including arbitration.

Section 4. Sustained grievances and grievance resolution agreements shall be implemented within thirty (30) days. If the City fails to implement the same, the matter shall be submitted to expedited arbitration.

#### ARTICLE XXV

##### NO STRIKE/NO LOCKOUT

Cognizant of the statutory prohibition against strikes by employees covered by this Agreement, neither the Union nor any employees covered by this Agreement shall engage in, induce, cause, or encourage any strike, slowdown, refusal to perform duties (including collective absenteeism for alleged illness), work stoppage, or withholding of services of any kind for any reason during the life of this Agreement.

The Employer agrees that there shall be no lockouts during the term of this Agreement.

#### ARTICLE XXVI

PROTECTIVE CLOTHING, BULLETIN BOARDS, AND  
SAFETY, AUTOMOBILE ALLOWANCE AND COMPENSATION

Section 1. Protective Clothing. The Employer shall provide required protective clothing for those employees engaged in activities which subject their regular clothing to extraordinary wear and tear.

Section 2. Bulletin Boards. The Employer shall provide Bulletin Boards in conspicuous places to be used solely for the posting of Union notices, rules and regulations.

Section 3. Safety. Both the Employer and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices and rules for the protection of employees and the public.

Section 4. Automobile Allowance. Employees covered by this Agreement who are required to use their own automobile in connection with services rendered the Employer shall receive One Hundred Fifty (\$150.00) Dollars per month as a monthly allowance.

Section 5. Compensation. Employees covered by this Agreement who are authorized by the Employer to work in a higher-rated classification shall receive the higher rate of pay. In the event an employee starts the work day in a higher-rated classification, the employee shall receive the higher pay of that classification for the full day.

Section 6. Uniforms. For those employees required by the Employer to wear uniforms, the Employer shall provide and maintain such uniforms.

Section 7. Parking Checkers shall be provided with radios

to communicate with the Police Control Center.

Section 8. The parties agree to establish a committee to study the feasibility of establishing a Sick Leave bank and implementing Temporary Disability Insurance for bargaining unit employees. The committee shall make its non-binding recommendation(s) to the Director of Administration within six (6) months of the initial meeting of the committee. The Director of Administration shall respond within ninety (90) days. Thereafter, the parties recognize that the Director of Administration shall not be bound by any of the recommendations of the committee. However, the Director of Administration shall not be permitted to implement any/all of the recommendations of the committee without the agreement of the Union.

~~Section 9. Parity. Excepting any across the board percentage increases which the City of Providence is ordered to pay pursuant to binding statutory/compulsory contract arbitration, should the City of Providence voluntarily award any across the board percentage wage increases to any other bargaining unit with whom the City has a Collective Bargaining Agreement, and said across the board Bargaining Unit increase is for the period of July 1, 1992, through June 30, 1993, then the members of Local Union 1033 covered by this Agreement shall be entitled to receive the same across the board percentage increase for the same period of time.~~

~~In reference to any across the board percentage increases which the City of Providence is ordered to pay pursuant to that~~

~~binding statutory/compulsory arbitration referred to in the preceding paragraph, said across the board percentage increase shall, for calculation purposes only, be included as base pay monies in calculating the 4.5% wage increases due July 1, 1993, and for no other purpose. For example: If said arbitrator issues an award ordering the City to pay an across the board percentage wage increase of 5%, a \$10,000 salaried employee represented by Local Union 1033 shall have a base, for 4.5% calculation purposes, of \$10,500. Said employee therefore would be entitled to a July 1, 1993 annual compensation of \$10,472.50 (i.e.  $\$10,000 \times 5\% = \$500$ ;  $\$500 + \$10,000 = \$10,500$ ;  $\$10,500 \times 4.5\% = \$472.50$ ;  $\$10,000 + \$472.50 = \$10,472.50$ ).~~

~~— If the City of Providence is ordered, for the contract year July 1, 1992 to June 30, 1993, to pay, pursuant to binding statutory/compulsory arbitration, an across the board percentage increase to more than one bargaining unit with whom the City has a Collective Bargaining Agreement, then Local Union 1033 shall be entitled to utilize the higher/highest of the across the board percentage increase awards in accordance with the above referred formula.~~

## ARTICLE XXVII

### CHANGES OR AMENDMENTS

This Agreement constitutes the entire agreement and complete understanding between the City and the Union arrived at as a result of collective bargaining, except such amendments hereto or modifications hereof as shall be reduced to writing and executed

by the parties following the execution of this Agreement.

ARTICLE XXVIII

SEVERABILITY

Section 1. Should any final decision of any Court of competent jurisdiction affect any provision of this Agreement, only the provision so affected shall become null and void; otherwise, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXIX

DURATION OF AGREEMENT

Section 1. The terms and conditions of this Agreement shall be effective July 1, 1992, ~~and shall continue in full force and effect through June 30, 1995, and shall continue in full force and effect through June 30, 1996, and~~ from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 1991~~1996~~, gives notice in writing to the other party of its intention to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given. In the event that such notice is given, negotiations shall begin immediately, no later than sixty (60) days prior to the termination of the Agreement.

Section 2. The provisions of the preceding section shall not prevent the parties, by written Agreement, from extending any portion of this Agreement, (after the one hundred twenty (120)

day notice has been given) for any agreed upon period beyond its expiration date.

IN WITNESS WHEREOF, the parties herein have caused these presents to be signed by their duly authorized representatives on the        day of        , 1995.

CITY OF PROVIDENCE  
RHODE ISLAND

RHODE ISLAND LABORERS'  
DISTRICT COUNCIL OF THE  
LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA  
ON BEHALF OF LOCAL UNION 1033

\_\_\_\_\_  
VINCENT A. CIANCI, JR.  
Mayor, City of Providence  
Providence City Hall  
Providence, RI 02903

\_\_\_\_\_  
RONALD M. COIA  
Business Manager  
410 South Main Street  
Providence, RI 02903

WITNESSED:

LOCAL UNION 1033

\_\_\_\_\_  
JOSEPH VIRGILIO  
President  
410 South Main Street  
Providence, RI 02903

AGREEMENT

between

CITY OF

PROVIDENCE, RHODE ISLAND

and

RHODE ISLAND LABORERS' DISTRICT COUNCIL

on behalf of

PUBLIC SERVICE EMPLOYEES'

LOCAL UNION 1033

of the

LABORERS' INTERNATIONAL UNION

OF NORTH AMERICA, AFL-CIO

Effective: July 1, 1995 to June 30, 1996



TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I        UNION RECOGNITION	2
ARTICLE II       UNION SECURITY AND UNION DUES DEDUCTION	4
ARTICLE III      NONDISCRIMINATION	8
ARTICLE IV       HOURS OF WORK AND OVERTIME	9
ARTICLE V        MANAGEMENT RIGHTS	14
ARTICLE VI       SALARIES AND HOURLY RATE SCHEDULE	15
ARTICLE VII      LONGEVITY PAY	15
ARTICLE VIII     SHIFT DIFFERENTIALS	16
ARTICLE IX       SENIORITY AND PROMOTION	16
ARTICLE X        FILLING OF PROMOTIONAL VACANCIES	18
ARTICLE XI       HOLIDAYS	20
ARTICLE XII      VACATION LEAVE	22
ARTICLE XIII     SICK LEAVE	23
ARTICLE XIV      LEAVE OF ABSENCE	25
ARTICLE XV       BEREAVEMENT LEAVE	26
ARTICLE XVI      JURY LEAVE	27
ARTICLE XVII     SPECIAL TIME OFF	27
ARTICLE XVIII    HEALTH AND WELFARE	29
ARTICLE XIX      DENTAL BENEFITS	35
ARTICLE XX       DRUG PRESCRIPTION AND VISION CARE	35

ARTICLE XXI	LIFE INSURANCE	37
ARTICLE XXII	LABORERS' INTERNATIONAL UNION OF NORTH AMERICAN NATIONAL PENSION FUND	37
ARTICLE XXIII	LEGAL SERVICES FUND	40
ARTICLE XXIV	GRIEVANCE AND ARBITRATION PROCEDURE	41
ARTICLE XXV	NO STRIKE/NO LOCKOUT	44
ARTICLE XXVI	PROTECTIVE CLOTHING, BULLETIN BOARDS, AND SAFETY AUTOMOBILE ALLOWANCE AND COMPENSATION	44
ARTICLE XXVII	CHANGES OR AMENDMENTS	46
ARTICLE XXVIII	SEVERABILITY	46
ARTICLE XXIX	DURATION OF AGREEMENT	47

## AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July, 1995, by and between the CITY OF PROVIDENCE, RHODE ISLAND, (hereinafter referred to as the "Employer"), and the RHODE ISLAND LABORERS' DISTRICT COUNCIL acting for and on behalf of PUBLIC SERVICE EMPLOYEES' LOCAL UNION 1033, PROVIDENCE, RHODE ISLAND, of the Laborers' International Union of North America, AFL-CIO, (hereinafter referred to as the "Union").

## PREAMBLE

This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and employees, to provide, insofar as possible, for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Employer and the Union.

The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for respective organizations and at all levels of

responsibility, and that proper attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for respective rights and responsibilities of both the Employer and the Union.

All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

## ARTICLE I

### UNION RECOGNITION

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of, and this Agreement shall apply to, all employees of the Employer who are included within the current definition of "municipal employee" set forth in RIGL 28-9.4-2, excluding elected officials, administrative employees, board and commission members, certified teachers, policemen, firefighters, supervisors (as defined pursuant to RIGL 28-9.4-2), confidential secretaries (as defined by the parties), attorneys, members of the Mayor's staff, temporary employees, and seasonal employees.

Section 2(a)(1). The term "temporary employee" shall mean an individual employed for a limited period, or an individual

employed as a replacement for an employee or employees on authorized leave for the duration of said leave, provided that a "temporary employee" may not be employed to replace an employee on Workers' Compensation for a period beyond one (1) year.

Temporary employees shall be paid at least the lowest contract rate of pay established by this Agreement, but shall be entitled to no other benefits under this Agreement, except those specifically stated herein.

Section 2(a)(2). TEMPORARY EMPLOYEES - The parties agree that temporary employees are not entitled to any rights under the Collective Bargaining Agreement until they are hired as permanent employees. Unless the parties agree otherwise in regards to a specific position all entry level positions in which the Employer determines to fill shall be offered to temporary employees in the order of their seniority as temporary employees, in their respective class (Blue Collar or White Collar). Upon hire as permanent employees, the probationary period prescribed by the Collective Bargaining Agreement shall begin. Upon completion of the probationary period, permanent employee seniority shall apply retroactively to the employee's date of hire as a permanent employee. The Employer also agrees that the number of temporary employees shall not exceed fifty (50) temporary employees unless

otherwise agreed to by the parties.

Section 2(b). Seasonal employees are employees employed during the months of June through September who are assigned to perform only recreational duties and do not perform bargaining unit work of any nature whatsoever.

In no event shall the use of any seasonal employee displace or otherwise affect a member of the bargaining unit.

## ARTICLE II

### UNION SECURITY AND DUES DEDUCTION

Section 1. All present employees who are members of the Union on the effective date of this Agreement shall remain members in good standing by the payment of their regular monthly dues as a condition of continued employment. All present employees who are not members of the Union, all employees who are hired hereafter in the classifications covered by this Agreement, and all Temporary Employees shall become and remain members in good standing by the payment of the required initiation fee and regular monthly dues on the 31st day following the execution of this Agreement or the date of their employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement.

Section 2. Upon receipt of written notice from the Union,

the Employer shall discharge any Employee who fails to become or is not a member of the Union on the prescribed day, provided membership was available under the same terms and conditions as generally applicable to other members. Further, all employees who fail to maintain their Union membership in good dues standing shall be summarily discharged by the Employer. The Union agrees to indemnify, defend and hold the Employer harmless from any claim arising from any such discharge.

Section 3. "Membership in good standing" as referred to herein means solely the tender of payment of normal dues and the standard initiation fee.

Section 4. The Employer agrees not to enter into any agreement or contract with members of the bargaining unit, individually or collectively, nor negotiate or bargain with them, unless it is through the duly authorized representative of the Union, and any such agreement entered into shall be null and void.

Section 5. The Employer agrees to deduct the amount of Seven Dollars (\$7.00) from the weekly pay of each employee who authorizes such deduction in writing as provided in this section. Deductions shall be made weekly from the net pay of each employee who is or who becomes a member of the Union within the scope of

the bargaining unit and is covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so in writing with the "Dues Deduction Authorization" form, to be furnished to the Employer as set forth below:

PUBLIC SERVICE EMPLOYEES' LOCAL UNION 1033  
Providence, Rhode Island  
Dues Deduction Authorization

I authorize you to deduct from my weekly pay the sum of Seven Dollars (\$7.00) per week for Union dues payable to the Secretary-Treasurer of Local Union 1033.

_____	_____
Date	Employee's Signature
_____	_____
Employee's S.S. Number	Employee's Identification No.
_____	
Address	

Such authorization form, deduction, practices and procedures enumerated in this Article shall be in compliance with the requirements of all State laws and regulations regarding same.

The Employer will remit the deduction withheld weekly to the Secretary-Treasurer of Local Union 1033, 410 South Main Street, Providence, Rhode Island 02903 on Payroll Optional reports



listing the employee's name, identification number, department number, and amount of dues deducted.

The Union shall indemnify and hold harmless the Employer for any and all claims, liabilities and costs incurred by the Employer as a result of the Employer's compliance with this Article II.

Section 6. There shall be no layoffs, shutdowns, furloughs or cutbacks that affect any person within this bargaining unit. The City shall not layoff bargaining unit employees, alter the work schedule or unilaterally modify any working conditions of bargaining unit employees.

Section 7. During the term of this Agreement, the City shall have the right to transfer and/or redeploy temporary employees, as defined in Article I, and bargaining unit employees who have less than three(3) years seniority to vacant positions on a temporary basis and such transfer and/or redeployment shall not be the subject of the grievance procedure. The parties agree that any transfer/redeployment shall only occur within the affected employee's class, i.e. white collar/blue collar, and will not reduce the salary and benefits afforded to the affected employee. Further, the parties agree that no transfer/redeployment to promotional positions, as defined in

transfer/redeployment to promotional positions, as defined in Article X, shall occur unless the promotional process of Article X is exhausted. Should a transfer/redeployment to a promotional position occur after the process is exhausted, then the affected employee shall receive the wage rate of the new position for the duration of the transfer/redeployment. Any transfer/redeployment under this provision shall be for a length of time determined by the employer, but shall not exceed six (6) months. There shall be no pyramiding of transfers/redeployment to the same position. This provision shall not apply to the Communications Department.

### ARTICLE III

#### NONDISCRIMINATION

There shall be no discrimination against any employee by reason of race, color, creed, sex, age, national origin or Union membership.

The Employer and the Union affirm their joint opposition to any such discriminatory practices in connection with employment, promotion, or training, remembering that the public interest remains in full utilization of an employee's skill and ability without regard to consideration of race, color, creed, sex, age or national origin.

No employee covered by this Agreement shall be discharged, laid off, demoted, suspended, transferred, or affected in any way because of political beliefs or activities.

#### ARTICLE IV

##### HOURS OF WORK AND OVERTIME

Section 1. The regular work week for all employees covered by this Agreement, who are employed in the classifications listed in Schedule "A" hereto, shall consist of five (5) consecutive eight (8) hour days, Monday, Tuesday, Wednesday, Thursday and Friday. The regular work shift for day workers shall commence at 8:00 A.M. and shall finish at 4:30 P.M. with one half ( $\frac{1}{2}$ ) hour lunch period. Existing exceptions to the foregoing may be continued during the term of this Agreement.

The regular work week for Automobile Drivers shall consist of thirty-five (35) hours per week, consisting of five (5) consecutive seven (7) hour days, Monday through Friday.

The regular work week for School Crossing Guards shall be twenty-two (22) hours per week.

Section 2. The regular work week for all employees covered by this Agreement, who are employed in the classifications listed in Schedule "B" hereto, shall consist of five (5) consecutive seven (7) hour days, Monday, Tuesday, Wednesday, Thursday and

Friday. The regular work shift for day workers shall commence at 8:30 A.M. and shall finish at 4:30 P.M. with a one (1) hour lunch period. Existing exceptions to the foregoing may be continued during the term of this Agreement.

Section 3. The work week for any employee hired and assigned or promoted from a department other than Communications to a position in the Providence Police Control Center after the ratification of this Agreement shall be four (4) consecutive days on, followed by two (2) consecutive days off and then repeating.

Section 4. Overtime. Time and one-half shall be paid in each of the following instances:

(A) Hourly Basis of Pay. Any regular employee of the Employer, whose pay is established on an hourly basis shall be entitled to and shall be paid overtime pay at the rate of one hundred fifty percent (150%) of his hourly rate of pay for each full hour, or part of an hour, of employment in excess of the standard hours of employment worked or credited in any one work week. In the event an Employee is sick during the work week the sick day shall be considered as part of the work week for the purpose of

computing overtime.

(B) Daily Basis of Pay. Any regular employee whose pay is established on a daily basis in the City Compensation Plan shall be entitled to and shall be paid overtime at the rate of one hundred fifty percent (150%) of the rate of payment established in the City Compensation Plan for the particular position which he holds, for each full day or part of in excess of standard days of employment worked or credited in any one work week.

(C) The Employer may require employees to work reasonable overtime in those areas such as the Department of Public Parks, Department of Public Safety, Department of Public Works, Water Supply Board, and other essential services.

(D) Overtime will be offered equally to employees by classification in each department, on the basis of seniority based on the work the employee customarily and ordinarily performed during that week. A list of eligible employees

of each department shall be posted and maintained by the superintendent and the steward of each department. Should a dispute arise under the application of this clause, and upon request, the Employer shall furnish the Union a record of overtime.

Section 5. It is recognized that in some circumstances hourly paid employees may have a regular schedule that requires work during a period not included in the work week as defined in Section 1 of this Article. Such employees shall not be paid one hundred fifty percent (150%) of his hourly rate of pay for work during such periods, but shall receive an additional fifty cents (50¢) per hour for performing such scheduled work. This section shall apply to Zoo Keepers at Roger Williams Park.

Section 6. Any employee covered by this Agreement, who is called into work outside of his regular hours, for a period of time that is not connected to his regular hours, shall be paid at the rate of one and one-half (1-1/2) times his regular rate of pay for all such hours worked, but in any event, shall be guaranteed four (4) hours' straight time pay. In the event that such hours worked are in excess of the applicable work week, the employee shall not be paid overtime in addition to the premium

pay or guarantee provided by this section.

Section 7. Summer Hours. During the months of July and August, the regular work day shall end a half ( $\frac{1}{2}$ ) hour earlier at no loss of pay for members of the bargaining unit in accordance with current practice. Additionally, when the downtown Providence temperature is 90 degrees or greater, all outside crews shall be dismissed without loss of pay and inside City Hall employees in non-air-conditioned offices shall be reduced to a skeleton force with at least two-thirds ( $\frac{2}{3}$ ) of the force dismissed without loss of pay on a rotating basis.

Section 8. Subcontracting. The City shall have the right to enter into subcontracts for the performance of work, where the work is of a type which has never been performed by bargaining unit employees covered by this Agreement, or of a type that has previously been subcontracted, or where the subcontractor which is the lowest responsible bidder selected by the City subscribes and agrees to be bound by the same economic conditions and the Union security provisions in this Agreement.

Section 9. Coffee Breaks. Employees shall receive one fifteen (15) minute coffee break during the first four (4) hours of their daily assignment and one fifteen (15) minute coffee break during the balance of their daily assignment.

## ARTICLE V

### MANAGEMENT RIGHTS

Section 1. Except as abridged or restricted by any provision of this Agreement or by applicable law, the Employer shall have the exclusive right to supervise and control all of its departments and employees, to issue reasonable rules and regulations, and to exercise any and all rights and authority granted to the City as an employer by statute, ordinance, and applicable regulations, and to comply with its responsibilities thereunder. The Employer agrees that no such rights or authority shall be exercised in violation of this Agreement. Further, the exercise of rights normally entrusted to management shall be subject to any obligations the Employer may have under RIGL Section 28-9.4, or obligations imposed upon the Employer by relevant statute.

Section 2. With regard to any vacancies or unfilled positions, the filling of any/all such vacancies or unfilled positions shall be within the sole discretion of the City of Providence. Nothing contained in Article II, Section 6 shall negate, contradict, or modify in any way the City's rights pursuant to this provision.



## ARTICLE VI

### SALARIES AND HOURLY RATE SCHEDULE

Section 1. Effective July 1, 1995, the wage rate for all bargaining unit classifications shall be that in effect June 30, 1995.

## ARTICLE VII

### LONGEVITY PAY

Section 1. In addition to the salaries listed in this Agreement, there shall be paid a longevity supplement which shall be considered part of the employee's salary for other purposes in this Agreement, including pension purposes. This supplement shall be computed semiannually, on December 31 and June 30, of each year, on the basis of the employee's salary and years of service, as of said December 31 and as of said June 30. Longevity payments shall be payable within thirty (30) days thereafter based upon fifty (50%) percent of the annual formula (i.e. for the contract year, a total of 100%) as described below:

<u>Years of Service</u>	<u>Annual Percentage Amount</u>
5 yrs. but less than 10 yrs.	5%
10 yrs. but less than 15 yrs.	6%
15 yrs. but less than 20 yrs.	7%
20 yrs. or more	8%

## ARTICLE VIII

### SHIFT DIFFERENTIALS

Section 1. Any bargaining unit member except salaried employees of the Department of Public Safety who is regularly assigned to commence work subsequent to 11:30 A.M. and prior to 7:00 A.M. shall receive twenty-five cents (\$.25) per hour in addition to his regular rate of pay as contained herein.

Salaried employees of the Department of Public Safety whose regular shift commences subsequent to 11:30 A.M. and prior to 7:00 A.M. shall receive nine dollars (\$9.00) per week in addition to their regular rate of pay as established herein.

## ARTICLE IX

### SENIORITY AND PROMOTION

Section 1. Definition. Seniority shall be defined as the total length of service with the Employer. Seniority shall be defined as length of service within a Department for the purpose of applying for and filling promotional vacancies.

Seniority shall be acquired by a full-time employee after the completion of a six(6) month probationary period, at which time seniority shall be retroactive to the first day of employment. Probationary employees shall not be entitled to avail themselves or utilize the grievance and arbitration

procedures set forth in Article XXIV hereof, but shall be entitled to any and all other rights, benefits and entitlements pursuant to the terms of this Agreement.

Union stewards shall be considered senior in service for layoff purposes only.

Section 2. Accumulation. Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave.

Section 3. Break in Seniority. Seniority shall be considered broken only for the following reasons.

- a. When an employee has been discharged for just cause.
- b. When an employee voluntarily terminates his employment.
- c. When an employee exceeds an authorized leave of absence.
- d. When an employee fails to respond to a recall notice.
- e. When an employee engages in other work without authorization while on leave of absence.
- f. When an employee is laid off in excess of two (2) consecutive years.
- g. Absent extenuating circumstances, when an employee fails to report an absence from work of five (5) consecutive working days within that period.

Section 4. Seniority Groups. It is agreed that there shall be two seniority groups, one for employees in "blue collar" classifications, and another for employees in "white collar" classifications, and the application of seniority under this Agreement with respect to one group shall be separate and apart from the other group.

Section 5. It is understood that it is the employee's responsibility to advise the Personnel Department of his current address and telephone number.

#### ARTICLE X

##### FILLING OF PROMOTIONAL VACANCIES

Section 1. This Article shall apply to the filling of all promotional vacancies and positions within the bargaining unit above that of Laborer and Clerk I which are vacant and the Employer determines to fill.

Section 2. The Employer agrees to fill all promotional vacancies from the best qualified applicants in the bargaining unit subject to the provisions set forth below.

Section 3. The Employer agrees that the first consideration will be given to filling all promotional vacancies from within the department where the vacancy exists. Notice of a vacancy in any position above that of Laborer and Clerk I shall be posted

for a period of three (3) working days on appropriate Employer bulletin boards.

(A) Any employee who is interested in filling the vacancy in his department shall apply in writing to the department head within seven (7) working days after said notice has been posted. Probationary employees shall be eligible to bid for and fill promotional positions; however, regardless of the position occupied, said employees shall serve a full six (6) month probationary period.

(B) All crossing posts shall be posted for a period of five (5) working days on bulletin boards conspicuous to all Providence Crossing Guards. The most senior Crossing Guard shall have the preference of being assigned to crossing posts of their choosing.

(C) The vacancy shall be filled on the basis of qualifications and ability, as determined by the Employer. Where qualifications and ability are relatively equal, seniority shall be the determining factor. Should a question arise out of the decision made by the Employer on the question of qualifications and ability, this shall constitute a grievance and be subject to the grievance and arbitration procedure included in this Agreement.

Section 5. The Employer agrees that when detailing employees to higher level duties for promotion or transferring employees from one classification or department to another, selection will be made from among the best qualified employees. The Employer further agrees that temporary promotions will be utilized when feasible in temporary replacements of supervisory personnel, or in determining potential for promotion.

Section 6. The successful bidder shall be given a trial period of up to sixty (60) days and if he is not deemed qualified for the position during that period, he shall be restored to his former job and position.

Section 7. Unless otherwise agreed to by the parties, any posted vacancy shall be filled no later than either forty-five (45) days from the date of posting, or upon the expiration of the retiring employee's vacation leave, whichever is greater.

## ARTICLE XI

### HOLIDAYS

Section 1. All employees covered by this Agreement shall be paid the regular rate of pay for each of the following designated holidays:

New Year's Day  
Martin Luther King's  
    Birthday

Labor Day  
Columbus Day  
Veterans' Day

Washington's Birthday  
Rhode Island Independence  
Day  
Memorial Day  
Fourth of July  
Victory Day

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Election Day (November of  
each even year)

Section 2. In the event that any of the foregoing holidays fall on a Saturday, the previous day, Friday, shall be the day of celebration. If any of the foregoing holidays fall on a Sunday, the next day, Monday, shall be the day of celebration.

Notwithstanding the foregoing, the City shall have the option of paying any or all employees an additional day's pay for any holiday occurring on Saturday or Sunday, in lieu of declaring Friday or Monday as the day of celebration.

Section 3. Employees shall be paid for each of the above-enumerated holidays when not worked provided they meet all of the following eligibility requirements:

(1) The employee works during the payroll week during which the holiday occurs, except when the holiday occurs within his vacation period, or when the employee is absent for the entire payroll week but has worked within the preceding payroll week, or he is absent during the entire payroll week, in which the holiday occurs, because of jury duty, or received bereavement pay for one or more days during the week.

(2) When a holiday occurs during an eligible employee's scheduled vacation, he shall be paid for the unworked holiday in addition to his vacation pay at the same time or shall be granted an additional day off with pay.

Section 4. In addition, the Employer shall allow one-half (½) day off with pay the afternoon of the last regular working day prior to Christmas Day and New Year's Day (or the days of observance of Christmas Day and New Year's Day), when Christmas Day and New Year's Day fall or are celebrated on Tuesday through Saturday.

## ARTICLE XII

### VACATION LEAVE

Section 1. Any employee who has been in the employ of the Employer for more than six (6) months in the aggregate shall receive one (1) week vacation leave with pay.

Section 2. Any employee hired prior to July 1, 1987 who has completed one year of employment shall be granted three (3) weeks annual vacation leave each calendar year with pay. Employees hired on or after July 1, 1987 who have completed one (1) year of employment shall be entitled to two (2) weeks' annual vacation leave each calendar year with pay.

Section 3. Any employee hired on or after July 1, 1987 who



has completed five (5) years of employment shall be granted three (3) weeks annual vacation leave each calendar year with pay.

Section 4. Any employee who has completed ten (10) years of employment shall be granted four (4) weeks annual vacation leave each calendar year with pay.

Section 5. Any employee who has completed fifteen (15) years of employment shall be granted five (5) weeks annual vacation leave each calendar year with pay.

Section 6. Employees may discharge vacation leave in amounts less than a full work week, but not less than full work days.

Section 7. Vacation credit in excess of six (6) weeks may not be carried over from one calendar year to the next. All vacation time in excess of six weeks (6) as of January 1 must be taken during the calendar year or shall be lost, except in the event that the Employer prevents the employee from taking said excess vacation time during the calendar year.

### ARTICLE XIII

#### SICK LEAVE

Section 1. All employees of the bargaining unit regularly employed continuously for at least one (1) month shall be entitled to sick leave with full pay. Sick leave shall be

granted for the following reasons:

(A) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his position.

(B) Attendance upon members of the family within the household of the employee, whose illness requires the care of such employee, provided that not more than seven (7) working days with pay shall be granted to employees for this purpose in any one calendar year.

(C) Enforced quarantine when established and declared by the Department of Health, or their competent authority for the period of such quarantine only.

Section 2. Sick leave with full pay for the employees of this bargaining unit shall be computed at the rate of one and one quarter (1-1/4) working days per month.

Such annual sick leave of fifteen (15) working days with pay, when not used, shall be cumulative, but the accumulated and unused portion of such sick leave shall not exceed one hundred thirty-five (135) days at one time; provided, however, any employee with at least five (5) years of continuous service, who contracts a serious illness, may be granted, with the approval of the Personnel Director, the Finance Director, and the Mayor, a

further leave with pay, not to exceed ninety (90) days in addition to his accumulated sick leave, as of the date such illness occurs.

Section 3. Sick leave shall be discharged in periods of one-half (½) of a work day.

Section 4. The Department Head may require a physician's certificate or other satisfactory evidence in support of any request for sick leave, provided the employee affected has been told on the occasion of his last prior absence for sickness, that such evidence might be required for any future sick leave request. However, such evidence shall be required for each sick leave with pay covering an absence of more than three (3) consecutive working days.

Section 5. Employees who retire and receive a retirement benefit under the City of Providence retirement system shall upon retirement, be entitled to a lump-sum payment equal to twenty-five percent (25%) of the value of unused sick leave accumulated from January 1, 1986 to the date of their retirement.

#### ARTICLE XIV

##### LEAVE OF ABSENCE

Section 1. It is agreed that upon written application an employee with permanent status may be granted a leave without

pay, not to exceed one year, for reason of personal illness, disability, or other purpose deemed proper and approved by the Personnel Director.

At the expiration of such leave, the employee shall be returned to the position from which he is on leave at the same step of the then current range for his class of position.

Seniority shall be retained and shall accumulate during all leaves without pay.

#### ARTICLE XV

##### BEREAVEMENT LEAVE

Section 1. All employees of the bargaining unit shall be allowed leave without loss of pay, when death occurs in an employee's immediate family, (i.e. employee's legal spouse, mother, father, son, daughter, brother, sister, or other members of the immediate household) provided that in such cases the leave shall not exceed more than one (1) day beyond the date of burial; in the case of employees of the Jewish faith, said leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the day of burial.

Section 2. All employees covered by this Agreement shall be granted one (1) day leave with pay to attend funeral services for grandparents, mother-in-law, father-in-law, aunts or uncles.

Section 3. In the event there is a death in the employee's family, but not in the immediate household, as defined above, the employee shall be granted sufficient time to attend the funeral service without loss of pay.

#### ARTICLE XVI

##### JURY LEAVE

Section 1. An employee who is called for jury service in a court of law shall be excused from work for the days on which the employee serves and shall receive, for each such day of jury service on which the employee otherwise would have worked, the straight-time rate of pay for each hour of absence, less the amount received for jury duty. The employee will present proof of such service and the amount received therefor.

#### ARTICLE XVII

##### SPECIAL TIME OFF

Section 1. The Union Negotiating Committee shall consist of not less than three (3) employees nor more than five (5) employees designated by the Union who shall be afforded time off with pay required to negotiate agreements. Not more than five (5) employees who constitute part of the Negotiating Committee shall be excused from duty with pay for the purpose of participation and the negotiating of any agreement, providing

reasonable notice is given to the appropriate Department Head.

Section 2. The Union has submitted to the City a list of designated Union stewards who shall be recognized as such by the City in the departments and divisions indicated in the submission. Hereafter, in no event shall the total number stewards exceed fifty (50), nor shall any one department or division have more than three (3) stewards. The Union shall furnish the Employer and appropriate Department Heads with a list of stewards, and shall, as soon as possible, notify said appropriate City officials in writing of any changes thereto. Only those who are officers and stewards shall be recognized by the Employer for the purpose of meetings.

The Union may also be represented by representatives of Local Union 1033, International Representatives, and representatives of the Rhode Island Laborers' District Council with Legal Counsel.

Section 3. There shall be no deduction of pay from a grievant and/or Union officer or steward for time spent directly involved in meetings with department heads during working hours.

Section 4. Designated stewards or Union representatives shall be allowed to visit all job areas, department offices and buildings during working hours, provided that prior permission of

the Employer is obtained, which permission shall not be unreasonably withheld.

Section 5. Elected Union officials and members of the Union Executive Board (not to exceed a total of six (6) in number) shall be granted time off with pay to attend (A) all scheduled local Union meetings, (B) all meetings of the Rhode Island Laborers' District Council, and (C) as delegates for International LIUNA, regional and state AFL-CIO conventions.

#### ARTICLE XVIII

##### HEALTH AND WELFARE

Effective thirty (30) days following the execution of this Agreement, the Employer shall provide all employees covered by this agreement and eligible family members with health care coverage as follows:

LOCAL UNION 1033  
HEALTH CARE PLAN

##### COVERAGE LEVELS:

In network - Full coverage from a broad network of hospitals, PCP'S, and specialists. Members will not be billed for charges beyond Blue Cross allowance.

Out of network - Members may also choose to see any other non-participating provider and still receive coverage at 80% of Blue Cross allowance after an annual deductible of \$100 per individual - \$300 per family; \$1000/ \$3000 maximum out of pocket (Regional allowance)

##### PARTICIPATING PROVIDERS:

Includes the broad-based BC/BS RI network of hospitals and primary care physicians, plus specialized networks for eye care, lab & x-ray services, DME, chiropractic, home care, mental health/substance abuse.

*PRE-AUTHORIZATION:*

Authorization is obtained by participating providers. Members are responsible only when using non-participating providers.

*DEDUCTIBLES:*

\$100 per individual - \$300 per family; \$1000/ \$3000 maximum out of pocket.

*ANNUAL MAXIMUM EXPENSE:*

Out of network benefit increased to full coverage after maximum expense of \$1,000 per individual, \$3,000 per family.

*LIFETIME MAXIMUMS:*

Unlimited.

*PRE-EXISTING CONDITIONS:*

Effective March 1, 1996, new employees (during the first 12 months of employment) shall be subject to a pre-existing condition provision that includes a 25% copay for hospital - surgical charges related to pre-existing conditions up to a maximum of \$1,000. This provision is waived for employees hired prior to March 1, 1996.

*DEPENDENT COVERAGE:*

Spouse and unmarried dependent children through the end of the year in which they turn age 19 (or age 25 if a full-time student).



## OUTPATIENT SERVICES:

### PREVENTIVE CARE:

Well-baby visits - \$10 co-payment; pap smears and mammograms covered in full.

### OFFICE VISITS:

Routine and non-routine - \$10 co-payment (\$15 allergist & dermatologist)

### EYE EXAMS:

\$10 co-payment for one routine exam per year at participating providers.

### OUTPATIENT SURGERY:

Covered in full.

### DIAGNOSTIC LAB & X-RAY:

Covered in full at network lab and x-ray facilities.

### CHIROPRACTIC CARE:

Office visits (12 per year) - \$10 co-payment; lab tests & x-rays in full.

### WISDOM TEETH:

Covered in full, when medically necessary (bone impacted requiring service at hospital).

## INPATIENT SERVICES

### HOSPITAL ROOM & BOARD:

Unlimited days of care in a semiprivate room.

*SURGICAL-MEDICAL:*

Covered in full.

*EMERGENCY ROOM:*

\$25 co-payment for treatment of accident or life threatening medical emergency within 24 hours of onset of symptoms (co-payment waived if admitted).

*MATERNITY:*

Covered in full.

*ORGAN TRANSPLANT:*

Covered for eligible costs associated with kidney, liver, lung, heart, cornea and homologous bone marrow transplants.

*MENTAL HEALTH & SUBSTANCE ABUSE (MHSA)*

*INPATIENT MH:*

45 days of care in a participating hospital, when arranged by the Care Manager. 50% at out-of-area non-participating providers.

*OUTPATIENT MH:*

\$15 per individual session; \$10 per group session; \$1,000 annual maximum, when arranged by the Care Manager. 50% after deductible at non-participating providers.

*INPATIENT SA:*

Detoxification - 3 admissions per year or 21 days, whichever comes first, when arranged by the Care Manager.

Rehabilitation - 30 days in any 12-month period; lifetime limit of 90 days per member, when arranged by the Care Manager.

50% coverage at out-of-area non-participating providers.

*OUTPATIENT SA:*

30 hours per patient, 20 hours for family members, per 12 month period. \$15 per individual session; \$10 per group session, when arranged by the Care Manager. 50% at out-of-area non-participating providers.

The Employer also agrees to furnish as an alternative to the foregoing, substantially equivalent coverage under Harvard Community Health Plan of New England.

The Employer also agrees to continue health coverage for retirees and retirees' spouses for life for all employees who retired on or after July 1, 1982 and prior to September 3, 1995. The plan of coverage shall be the plan elected by the individual on the date of retirement. Said coverage shall be converted to Plan 65 coverage upon attainment of the age of 65.

The Employer shall furnish health care coverage, on an individual basis only, to employees who retire(d) on or after September 3, 1995. Said coverage shall be of the same plan in effect when the retiree was an active employee up to age 65. Upon attainment of age 65, said coverage shall convert to Plan 65. This coverage shall be for life. The Employer also agrees to provide this coverage to the retiree's spouse upon the death of the retiree.

The cost of either Blue Cross or Harvard Community Health

Care coverage, as outlined above, shall be borne solely by the Employer.

Section 2. Both the Employer and the Union shall have the right to petition the City Council for amendments to the Retirement Act, provided, however, that the amendments desired be first considered and recommended by the Retirement Board.

Section 3. Any employee having an application for Accidental Disability Retirement benefits pending before the Retirement Board shall have the right to appear before the Board and may be represented by Counsel, or by the Union Representative, prior to the Board's action upon the application.

Section 4. Any employee who sustained an on-the-job injury prior to July 1, 1981, having an application for Temporary Disability Benefits shall have right to appear before the Commission on Relief of Injured Employees, and may be represented by Counsel, or by Union Representative, prior to the Commission's action upon the application. Said employee shall be entitled to Temporary Disability benefits as outlined in the City of Providence Injured Employees' Act. In addition the Department Head shall forward any accident report to the Commission within forty-eight (48) hours of the report being filed by the employee.

Any employee who sustains an on-the-job injury as of July 1, 1981 shall be entitled to Workers' Compensation benefits in accordance with the General Laws of the State of Rhode Island, Title 28, Chapters 29 to 38 inclusive.

Section 5. Notwithstanding the foregoing, with thirty (30) days prior notice to the Union, the Employer shall have the right at any time during this Agreement to provide substantially equal medical insurance benefits under a different plan than those specified in Section 1 and in lieu thereof.

#### ARTICLE XIX

##### DENTAL BENEFITS

Section 1. The Employer shall furnish Delta Dental Levels I- IV coverage with student rider to age twenty-five (25) for all employees and their families.

Section 2. Notwithstanding the foregoing, with thirty (30) days prior notice to the Union, the Employer shall have the right at any time during this Agreement to provide substantially equal dental benefits under a different plan than that specified in Section 1 and in lieu thereof.

#### ARTICLE XX

##### PRESCRIPTION, VISION CARE AND WELLNESS BENEFITS

Section 1. In order to provide each employee covered by

this Agreement and their dependents drug/prescription and vision care benefits, the Employer agrees to contribute fifty-five cents (55¢) per hour for each straight-time hour each employee covered by this Agreement is paid to the "Rhode Island Public Employees' Health Services Fund", established by Declaration of Trust dated July 1, 1979. Said fund shall be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union.

Section 2. The City of Providence and the Rhode Island Public Employees' Health Services Fund have jointly and cooperatively developed and implemented an Employees' Wellness Program for bargaining unit employees with a purpose of combating the escalation of health care costs through health education and safety programs. The City of Providence agrees to pay five (5¢) cents per hour for each straight time hour each employees covered by this Agreement is paid to the Rhode Island Public Employees' Health Services Fund for the purpose of funding said Wellness Program.

Section 3. Said contributions will be paid to the Fund no later than the twentieth (20th) day of each month and shall be based on the preceding month's payroll.

Section 4. An employee receiving Workers' Compensation

benefits shall be considered to be working his normal and regular work week.

Section 5. In addition to all other employer contributions required herein, the Employer shall also pay to the Rhode Island Public Employees' Health Services Fund, no later than January 15, an amount equal to the one-half (½%) percent wage assignment as required in the parties' May 26, 1994 Memorandum of Agreement. The parties acknowledge that this amount is not additional employer contribution but rather is an assignment of a portion of the July 1, 1994, wage increase.

#### ARTICLE XXI

##### LIFE INSURANCE

The Employer shall provide life insurance coverage for all employees in the amount of Fifteen Thousand (\$15,000) Dollars.

#### ARTICLE XXII

##### LABORERS' INTERNATIONAL UNION OF NORTH AMERICA NATIONAL PENSION FUND

Section 1. For the purpose of providing retirement benefits for employees covered by this Agreement, the Employer and the Union agree as follows:

- (a) The Employer agrees to make payment to the Laborers' International Union of North America National

Pension Fund for each employee covered by the said Collective Bargaining Agreement as follows:

(I) For each day or portion thereof for which an employee receives pay (based on a 40 hour work week), the Employer shall make a contribution of \$6.72 to the above-named Pension Fund, but not more than \$33.60 per week for each employee (5 x daily rate of 8 hours). For the purpose of this Agreement, each day paid for, including days of paid vacation, paid holidays, and the days for which pay is received by the employee, in accordance with the Collective Bargaining Agreement, shall be counted as days for which contributions are payable.

(ii) For each day or portion thereof for which an employee receives pay (based on a 35-hour work week), the Employer shall make a contribution of \$5.88 to the above-named Pension Fund, but not more than \$29.40 per week for each employee (5 x daily rate of 7 hours). For the purpose of this Agreement, each day paid for, including day of paid vacation, paid holiday, and other days for which pay is received by the employee, in accordance with the Collective Bargaining Agreement,



shall be counted as days for which contributions are payable.

Section 2. Contributions shall be paid on behalf of an employee who is a member of the bargaining unit starting with the employee's first day of employment in a job classification covered by the Collective Bargaining Agreement. Contributions shall also be made during the term of this Agreement only for those non-bargaining unit employees on whose behalf contributions have heretofore been made who remain current in the payment of union dues. In the event an employee or other person on whose behalf contributions shall be made works at least one (1) hour but less than eight (8) hours on any work day, the Employer agrees to make contributions for eight (8) hours to the Fund on behalf of such employee and/or person but in no event shall contributions for any week exceed forty (40) hours for any employee and/or person. Failure to contribute to this Fund shall be in violation of the Agreement after the Employer is accepted as a participating Employer.

Section 3. An employee receiving Workers' Compensation benefits shall be considered to be working his normal and regular work week.

Section 4. The payment to the Pension Fund required above

shall be made to the "Laborers International Union of North America National Pension Fund" which was established under an Agreement and Declaration of Trust, a copy of which has been signed by the Employer in the place provided at the end of such Agreement.

Section 5. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

#### ARTICLE XXIII

##### LEGAL SERVICES FUND

Section 1. In order to provide each employee covered by this Agreement and their dependents with assistance in defraying the cost of legal counsel, the Employer agrees to contribute twenty cents (20¢) per hour for each straight-time hour each employee covered by this Agreement is paid to the "Rhode Island Public Service Employees' Legal Services Fund", established by a Declaration of Trust dated September 20, 1974. Said Fund shall be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the

Union.

Section 2. Said contributions will be paid to the Fund no later than the twentieth (20th) day of each month and shall be based on the preceding month's payroll.

Section 3. The Fund shall not be used to provide benefits which defray any expenses for disputes, grievances, or legal proceedings between employee-participant, his spouse, or dependents and the Employer, the Union or any of its members, their agents, or any legal entity of which they are a part.

Section 4. An employee receiving Workers' Compensation benefits shall be considered to be working his normal and regular work week.

#### ARTICLE XXIV

##### GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievances. It is mutually understood and agreed that all grievances of employees or the Union arising out of the provision of this contract shall be filed and processed as follows:

Section 2. The employee's Union stewards shall be guaranteed sufficient time off during working hours to seek to settle grievances without loss of pay. An aggrieved employee shall have the right to Union representation, during the

grievance procedure.

Step 1. The Union shall present such grievance in writing to the appropriate Director, Department Head, Director of Personnel Bureau and/or the Chief of Police or a designee. The Director and/or Department Head, Director of Personnel Bureau and/or Chief of Police or a designee shall have five (5) working days to respond to the grievance in writing.

Step 2. In the event the grievance is not satisfactorily adjusted, the Union shall present such grievance in writing to the Director of Personnel or his designee within five (5) working days from the receipt of the Step 1 response. The Director of Personnel or his designee shall have five (5) working days to respond to the grievance in writing.

Step 3. If unable to reach a satisfactory adjustment within five (5) working days, the Union shall submit the grievance in writing within five (5) working days to the Mayor or the Commissioner of Public Safety, for those affected employees working under his supervision, who must then meet or respond to the grievance in writing within five (5) working days.

Section 3. If a grievance is not settled, such grievance may at the request of the Union, be referred to the American

Arbitration Association in accordance with its rules then obtaining.

The Arbitrator's decision shall be final and binding upon the parties. The expenses of such arbitrator shall be borne equally by the parties. The arbitrator shall have no power to disregard, alter, amend, add to or deduct from the provisions of this Agreement.

The submission to arbitration must be made within fifteen (15) working days of receipt of the Mayor's or Commissioner's answer, as stated in Step 3 or else it shall be deemed to have been waived.

The Employer and the Union agree to apply the decision of the arbitrator to all substantially similar situations.

Any grievance which is not presented at Step 1 within five (5) working days excluding Saturdays, Sundays and Holidays, of the date of occurrence or injury (whichever is later) shall be deemed to have been waived. Failure of the Union to comply with the other time limitations set forth in this Article shall also constitute a waiver of the grievance. Failure of the City to respond timely at any step of the grievance procedure shall enable the Union to proceed to the next step, including arbitration.

Section 4. Sustained grievances and grievance resolution agreements shall be implemented within thirty (30) days. If the City fails to implement the same, the matter shall be submitted to expedited arbitration.

#### ARTICLE XXV

##### NO STRIKE/NO LOCKOUT

Cognizant of the statutory prohibition against strikes by employees covered by this Agreement, neither the Union nor any employees covered by this Agreement shall engage in, induce, cause, or encourage any strike, slowdown, refusal to perform duties (including collective absenteeism for alleged illness), work stoppage, or withholding of services of any kind for any reason during the life of this Agreement.

The Employer agrees that there shall be no lockouts during the term of this Agreement.

#### ARTICLE XXVI

##### PROTECTIVE CLOTHING, BULLETIN BOARDS, AND SAFETY, AUTOMOBILE ALLOWANCE AND COMPENSATION

Section 1. Protective Clothing. The Employer shall provide required protective clothing for those employees engaged in activities which subject their regular clothing to extraordinary wear and tear.

Section 2. Bulletin Boards. The Employer shall provide Bulletin Boards in conspicuous places to be used solely for the posting of Union notices, rules and regulations.

Section 3. Safety. Both the Employer and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices and rules for the protection of employees and the public.

Section 4. Automobile Allowance. Employees covered by this Agreement who are required to use their own automobile in connection with services rendered the Employer shall receive One Hundred Fifty (\$150.00) Dollars per month as a monthly allowance.

Section 5. Compensation. Employees covered by this Agreement who are authorized by the Employer to work in a higher-rated classification shall receive the higher rate of pay. In the event an employee starts the work day in a higher-rated classification, the employee shall receive the higher pay of that classification for the full day.

Section 6. Uniforms. For those employees required by the Employer to wear uniforms, the Employer shall provide and maintain such uniforms.

Section 7. Parking Checkers shall be provided with radios to communicate with the Police Control Center.

Section 8. The parties agree to establish a committee to study the feasibility of establishing a Sick Leave bank and implementing Temporary Disability Insurance for bargaining unit employees. The committee shall make its non-binding recommendation(s) to the Director of Administration within six (6) months of the initial meeting of the committee. The Director of Administration shall respond within ninety (90) days. Thereafter, the parties recognize that the Director of Administration shall not be bound by any of the recommendations of the committee. However, the Director of Administration shall not be permitted to implement any/all of the recommendations of the committee without the agreement of the Union.

#### ARTICLE XXVII

##### CHANGES OR AMENDMENTS

This Agreement constitutes the entire agreement and complete understanding between the City and the Union arrived at as a result of collective bargaining, except such amendments hereto or modifications hereof as shall be reduced to writing and executed by the parties following the execution of this Agreement.

#### ARTICLE XXVIII

##### SEVERABILITY

Section 1. Should any final decision of any Court of



competent jurisdiction affect any provision of this Agreement, only the provision so affected shall become null and void; otherwise, all other provisions of this Agreement shall remain in full force and effect.

## ARTICLE XXIX

### DURATION OF AGREEMENT

Section 1. The terms and conditions of this Agreement shall be effective July 1, 1995, and shall continue in full force and effect through June 30, 1996, and from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 1996, gives notice in writing to the other party of its intention to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given. In the event that such notice is given, negotiations shall begin immediately, no later than sixty (60) days prior to the termination of the Agreement.

Section 2. The provisions of the preceding section shall not prevent the parties, by written Agreement, from extending any portion of this Agreement, (after the one hundred twenty (120)

day notice has been given) for any agreed upon period beyond its expiration date.

IN WITNESS WHEREOF, the parties herein have caused these presents to be signed by their duly authorized representatives on the       day of       , 1995.

CITY OF PROVIDENCE  
RHODE ISLAND

RHODE ISLAND LABORERS'  
DISTRICT COUNCIL OF THE  
LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA  
ON BEHALF OF LOCAL UNION 1033

---

VINCENT A. CIANCI, JR.  
Mayor, City of Providence  
Providence City Hall  
Providence, RI 02903

---

RONALD M. COIA  
Business Manager  
410 South Main Street  
Providence, RI 02903

WITNESSED:

LOCAL UNION 1033

---

JOSEPH VIRGILIO  
President  
410 South Main Street  
Providence, RI 02903

## SCHEDULE A

<u>POSITION</u>	<u>WAGE</u>
ANIMAL HANDLER MOUNTED POLICE	\$12.50
ASST. ELECTRICIAN	17.10
ASST. SHOP SUPERVISOR - DPW	13.90
AUTO SQUAD INSPECTOR	11.71
AUTOMOBILE DRIVER	11.97
BRICKLAYER	11.95
BUILDING CUSTODIAN	10.78
BUS DRIVER (RECREATION)	10.41
CARPENTER (DPW)	15.79
CARPENTER (PARKS)	18.50
CARPENTER (PUB PROP)	18.50
CEMENT FINISHER	12.13
CHIEF METER READER (WSB)	12.96
CLERK DISPATCHER	12.14
CROSSING GUARD	13.00
CURBSETTER	11.95
ELECTRONIC TECHNICIAN	15.17
ENVIRONMENTAL OFFICERS	11.85
EQUIPMENT MAINT SUPERVISOR (DPW)	14.66
EQUIPMENT MECHANIC	12.51
EQUIPMENT OPERATOR	11.85
FOREMAN	12.13
FOREMAN STREET CLEANING	13.42

GENERAL FOREMAN	12.63
HEAVY EQUIPMENT OPERATOR	12.13
LABORER	11.71
LABORER/CUSTODIAN	11.71
LANDSCAPE GARDENER	11.92
LANDSCAPE GARDENER/SPECIAL PROJ COORD	13.29
LEAD ZOOKEEPER	13.50
MAINT MAN II	11.82
MAINT MAN III	12.58
MAINT MAN III POOL & REC	17.11
MATERIAL HANDLER	12.13
MECHANIC	12.13
METER MECHANIC	12.55
METER READER I	12.13
METER READER II	12.54
METER READER TECHNICIAN	12.73
PARKING CHECKER	12.04
PARKING METER MAINT MAN II	13.38
PARKING METER MAINT MAN I	11.77
PREVENTIVE MAINT OPERATOR (DPD)	13.13
SCHEDULE/DISPATCHER	13.99
SENIOR EQUIP MECHANIC (WSB)	12.96
SENIOR MECHANIC	12.54
SENIOR MECHANIC (FIRE)	14.94
SEWER & DRAIN INSPECTOR	11.95
SEWER CONSTRUCTION WORKER	11.87

SEWER EQUIPMENT OPERATOR	11.95
STABLE SUPERVISOR	14.68
STATIONARY EQUIP OPERATOR	11.88
STATIONARY EQUIPMENT OPERATOR I	12.15
TRAFFIC MARKER AND SIGN MAN	12.13
TRAFFIC SIGN MAINT MAN	13.46
TRAFFIC SIGN MAINT MAN II	17.11
TRAFFIC SIGNAL MAINT FOREMAN	21.05
TRAFFIC SIGNAL MAINT MAN HELPER	12.54
TREE FARM MANAGER	13.65
TREE TRIMMER	12.10
UTILITY MAINTENANCE WORKER	11.71
UTILITY WORKER	12.11
VETERINARY TECHNICIAN	13.50
WATER PLANT ELECTRONIC REPAIRMAN I	12.10
WATER PLANT ELECTRONIC REPAIRMAN II	12.50
WATER PLANT MECHANIC I	11.87
WATER PLANT MECHANIC II	12.83
WATER SYSTEM MECHANIC	12.83
WATER TREATMENT OPERATOR	12.15
WATERSHED GROUNDS GENERAL FOREMAN	14.00
WATERSHED INSPECTOR	12.11
WATERSHED MECHANIC I	11.87
WATERSHED MECHANIC II	12.83
WELDER	18.50
ZOO REGISTRAR	13.50

ZOOKEEPER

12.65

## SCHEDULE B

ACCOUNT COLLECTOR - WSB	GRADE 11
ACCOUNTANT (DPD)	\$563.86 PER WK
ACCOUNTANT I	GRADE 10
ACCOUNTANT II	GRADE 12
ACCOUNTANT III	GRADE 15
ACCOUNTANT III (DPD)	GRADE 28
ACCOUNTANT MEDICAL/HEALTH	\$598.01 PER WK
ACCOUNTING ADMINISTRATOR (DPD)	\$39,900 PER YR
ACCOUNTING OFFICER (JTPA)	\$537.57 - \$660.00 PER WK
ACCOUNTS PAYABLE CLERK I	GRADE 8
ACCOUNTS PAYABLE CLERK II	GRADE 13
ACCOUNTS PAYABLE CLERK III	GRADE 15
ACCOUNTS PAYABLE CLERK IV	GRADE 17
ACCOUNTS PAYABLE OFFICER - WSB	GRADE 18
ACCOUNTS PAYABLE SUPERVISOR	\$620.55 PER WK
ADMIN AIDE (DPD)	\$795.47 PER WK
ADMIN AIDE SUPER OF SPEC (DPD)	\$524.51 PER WK
ADMIN ASST. (ASSESSOR)	\$31,603 PER YR
ADMIN ASST. (DPD)	\$34,394 PER YR
ADMIN ASST. CONTROLLER	\$22,976 PER YR
ADMIN ASST. ECONOMIC DEVELOPMENT	\$28,905 PER YR
ADMIN ASST. FIN DIRECTOR	\$657.14 PER WK

ADMIN ASST. GROUNDS MAINTENANCE	GRADE 18
ADMIN ASST. LAW DEPARTMENT	\$32,700 PER YR
ADMIN ASST. PARKS	\$526.53 PER WK
ADMIN ASST. PUBLIC PROPERTY	\$742.73 PER WK
ADMIN ASST. PURCHASING	\$558.45 PER WK
ADMIN ASST. TO COMMISSIONER	\$32,700 PER YR
ADMIN ASST. TO DIR. OF COMM	\$634.64 PER WK
ADMIN ASST. TO DIRECTOR (DPD)	\$25,800 PER YR
ADMIN ASST. TO DIRECTOR HUMAN RELATIONS	GRADE 14
ADMIN ASST. TO FIRE CHIEF	GRADE 19
ADMIN ASST. TO PURCHASING DIRECTOR	\$27,871 PER YR
ADMIN ASST. TO TREASURER	\$631.02 PER WK
ADMINISTRATIVE AIDE - WSB	GRADE 12
ADMINISTRATIVE AIDE (ASSESSOR)	GRADE 17
ADMINISTRATIVE BUREAU LEGAL CLERK (POLICE)	GRADE 20
ADMINISTRATOR COORDINATOR (I&S)	GRADE 25
AIR POLLUTION AND MECH. INSPECTOR	\$670.39 PER WK
ANIMAL CONTROL OFFICER	\$708.47 PER WK
APPRAISER	GRADE 24
APPRAISER I	GRADE 29
ASSOC ENGINEER - PLANNER (PUBLIC PROPERTY)	GRADE 31
ASSOC ENGINEER I	GRADE 20
ASSOC ENGINEER II	GRADE 24
ASSOC ENGINEER III	GRADE 28
ASSOC ENGINEER IV	GRADE 31
ASST. CITY PLANNER	\$31,418 PER YR



ASST. CITY PRINTER	GRADE 16
ASST. CLAIMS EXAMINER	\$560.26 PER WK
ASST. COUNTER CLERK	GRADE 7
ASST. DIR BUSINESS DEVELOPMENT (DPD)	\$39,375 PER YR
ASST. DIR GROUNDS MAINT	\$40,759 PER YR
ASST. DIR OF RECREATION	\$729.38 PER WK
ASST. DISPATCHER	\$530.82 PER WK
ASST. EEO/DPA OFFICER	GRADE 27
ASST. LEGAL SECRETARY (BLDG INSP)	GRADE 14
ASST. LEGAL SECRETARY (LAW)	GRADE 25
ASST. LENDING OFFICER (DPD)	GRADE 15
ASST. PLANNER	\$600.88 PER WK
ASST. PROSECUTION COORDINATOR	GRADE 22
ASST. RECYCLE COORDINATOR	\$21,944 PER YR
ASST. SUPERV OF ENGINEERING	GRADE 34
ASST. SUPERV OF REAL ESTATE	GRADE 32
ASST. SUPERV STRUCTURES AND ZONING	GRADE 22
ASST. TO DATA PROCESSING COORDINATOR	\$643.07 PER WK
ASST. TO DIR OF PUBLIC PROPERTY	\$742.73 PER WK
ASST. VERIFICATION SPECIALIST/SECRETARY (DPD)	GRADE 21
AUTOMOTIVE EQUIP SUPT - FIRE	GRADE 19
AUTOMOTIVE EQUIP SUPT - POLICE	\$576.49 PER WK
BILLING & COLLECTION OFFICER, WSB	GRADE 23
BILLING OFFICER, WSB	GRADE 26
BUILDING INSPECTOR I	GRADE 15
BUILDING INSPECTOR II	GRADE 19

BUILDING INSPECTOR III	GRADE 29
BUILDING MAIN SUPERV (PUBLIC PROP)	GRADE 13
BUSINESS LIAISON OFFICER (DPD)	\$600.88 PER WK
BUSINESS RELATIONS REP (DPD)	\$43,717 PER YR
BUSINESS RELOCATION OFFICER (DPD)	GRADE 27
CERTIFICATE COORDINATOR	GRADE 16
CHARWOMAN	\$337.83 PER WK
CHIEF - BLDG - INV & CUST SERV	\$37,702 PER YR
CHIEF APPRAISER	\$36,913 PER YR
CHIEF CENTRAL MAINT (GROUNDS)	GRADE 32
CHIEF CLERK - CITY CLERK	GRADE 20
CHIEF CLERK BOARD OF CANV	\$676.38 PER WK
CHIEF CLERK BOARD OF LICENSES	GRADE 14
CHIEF CLERK COLL WATER SECT	GRADE 12
CHIEF CLERK DETAILS	GRADE 20
CHIEF CLERK DIVISION OF FIRE PREVENTION	GRADE 15
CHIEF CLERK TREASURY	GRADE 16
CHIEF CLERK VITAL STATS	GRADE 20
CHIEF DIV. MAINT & REPAIR (PUB PROP)	\$693.90 PER WK
CHIEF ELECTRICAL INSPECTOR	GRADE 32
CHIEF INFORMATION PROCESSOR	GRADE 22
CHIEF LENDING OFFICER	\$619.90 PER WK
CHIEF OF GREENHOUSES	GRADE 30
CHIEF OF MECH. EQUIP	GRADE 32
CHIEF OF PLUMB, DRAIN, GAS	\$814.29 PER WK
CHIEF PARK PLANNER	\$886.86 PER WK

CHIEF RADIO ENGINEER	\$1,103.44 PER WK
CHIEF TELLER	\$601.80 PER WK
CHIEF TITLE III/MONITOR (JTPA)	\$739.27 PER WK
CITY RECYCLING COORDINATOR	\$31,208 PER YR
CLAIMS ASSISTANT	\$485.84 PER WK
CLAIMS COORDINATOR	\$21,506 PER YR
CLAIMS EXAMINER (WORK COMP)	GRADE 32
CLERICAL AIDE	GRADE 1
CLERK (ASSESSOR)	GRADE 7
CLERK (COLLECTOR)	GRADE 8
CLERK I (PURCHASING)	\$492.67 PER WK
CLERK II	GRADE 3
CLERK III	GRADE 5
CLERK III (DPD)	GRADE 9
CLERK III (PURCHASING)	\$421.20 PER WK
CLERK IV	GRADE 9
CLERK MUNICIPAL COURT	GRADE 22
CLERK SPECIAL PROJECTS - POLICE	GRADE 13
CLERK STENOGRAPHER I	GRADE 2
CLERK STENOGRAPHER II	GRADE 3
CLERK STENOGRAPHER III	GRADE 6
CLERK STENOGRAPHER IV - CITY CLERK	GRADE 9
CLERK TYPIST II	GRADE 3
COLLECTION OFFICER, WSB	GRADE 26
COMMERCIAL & INDUSTRIAL CLERK (DPD)	\$470.95 PER WK
COMMERCIAL LENDING OFFICER	\$38,470 PER YR

COMMUNITY LIAISON OFFICER - DPD	\$30,776 PER YR
CONTROL CENTER OPERATOR	\$487.04 PER WK
CONTROL SUPERVISOR (COLLECTOR)	GRADE 12
COORDINATOR OF EMPLOYEES BENEFITS	\$804.10 PER WK
COORDINATOR OF SENIOR AIDES	\$868.26 PER WK
COORDINATOR PUBLIC PROPERTY	\$38,819 PER YR
COORDINATOR RENTAL REHAB	\$36,714 PER YR
COUNTER CLERK COLLECTIONS	GRADE 21
COURT CLERK	GRADE 15
COURT CLERK II	GRADE 19
CREW CHIEFS (POLICE)	\$812.36 PER WK
CUSTOMER SERVICE REPRESENTATIVE, WSB	GRADE 16
DATA PROCESSING COORDINATOR	\$807.69 PER WK
DATA PROCESSING DIRECTOR	\$50,000 - \$59,000 PER YR
DEPARTMENTAL CLERK (ASSESSORS)	GRADE 13
DEPARTMENTAL CLERK (I&S)	GRADE 9
DEPUTY CITY CLERK SECOND	GRADE 26
DEPUTY CLERK PROBATE COURT	GRADE 21
DEPUTY CLERK PROV MUNICIPAL	GRADE 26
DEPUTY DIRECTOR OF TRAFFIC ENGINEERING	\$40,508 PER YR
DEPUTY PORT DIRECTOR	\$721.58 PER WK
DEPUTY RECORDER OF DEEDS	\$36,668 PER YR
DETECTIVE BUREAU LEGAL CLERK	GRADE 20
DETENTION OFFICER	\$525.06 PER WK
DIRECTOR FISCAL (DPD)	\$716.50 PER WK
DIRECTOR OF TRAFFIC ENGINEERING	\$42,009 PER YR

DISLOCATED WORKER/MONITORING CHIEF	\$602.14 - \$739.27 PER WK
DISPATCHER	\$559.55 PER WK
DISTRIBUTION CLERICAL ASSISTANT - WSB	GRADE 14
DRAFTSMAN, WSB	GRADE 12
DRAFTSMAN (ASSESSOR)	GRADE 29
ECONOMIC DEVELOPMENT COORD (DPD)	\$601.31 PER WK
ELECTRICAL INSPECTOR II	GRADE 19
ELECTRICAL INSPECTOR III	GRADE 22
ELECTRICIAN (PUB PROP)	\$1,103.44 PER WK
EMERGENCY MANAGEMENT COORDINATOR	\$28,714 PER YR
EMPLOYABILITY CHIEF	\$602.14 - \$739.27 PER WK
EMPLOYABILITY OFFICER	\$537.57 - \$660.00 PER WK
ENGINEERING AIDE III	GRADE 19
ENROLLMENT REFERRAL ASST.	\$411.54 - \$505.26 PER WK
ENVIRONMENTAL SERVICES CLERK (FORESTRY)	\$26,593 PER YR
ENVIRONMENTAL SPECIALIST	\$637.37 PER WK
ESCROW ACCOUNT SUPERVISOR	GRADE 21
EXCISE TAX APPRAISER (ASSESSORS)	GRADE 21
EXCISE TAX INFORMATION AIDE (ASSESSORS)	GRADE 17
EXECUTIVE SECRETARY TO THE CHIEF (FIRE)	GRADE 19
FACILITY COORDINATOR (CASINO)	\$28,961 PER YR
FALLOUT SHELTER COORDINATOR (EMER. SERVICE	GRADE 21
FEDERAL PROGRAMS SUPER	GRADE 16
FIELD AUDITOR (DPD)	GRADE 25
FIELD INSPECTOR (DPD)	GRADE 22
FIRE ALARM TECHNICIAN	\$745.30 PER WK

FIRE ALARM TECHNICIAN INSPECTOR	\$745.30 PER WK
FIRE DEPARTMENT DISPATCHER	\$748.86 PER WK
FIRE EQUIP MAN	\$517.81 PER WK
FIRST DEPUTY SEALER	GRADE 12
FIRST DEPUTY WEIGHER	GRADE 10
FISCAL ADVISOR PARKS	\$30,570 PER YR
FISCAL OFFICER	GRADE 24
FISCAL OFFICER (DPD)	\$657.73 PER WK
FISCAL OFFICER PUBLIC SAFETY	\$638.86 PER WK
FISCAL REHAB INVEST (DPD)	GRADE 25
FOREMAN CABLE CREW	\$813.07 PER WK
FOREMAN LINE CREW	\$813.07 PER WK
FORESTRY INSPECTOR	\$523.10 PER WK
GAS PUMP OPERATOR	\$475.95 PER WK
HORTICULTURAL SUPERV	\$603.47 PER WK
HUMAN RESOURCE SPECIALIST	GRADE 15
INFORMATION AIDE I (ASSESSOR)	GRADE 17
INFORMATION PROCESSING SPECIALIST - PARKS	GRADE 18
INFORMATION SPECIALIST (DPD)	GRADE 20
INSPECTOR, WSB	GRADE 19
INSPECTOR OF PUBLIC PROPERTY	GRADE 31
INVENTORY CONTROL SUPERV	GRADE 18
JOB DEVELOPER	\$537.57 - \$660.00 PER WK
JUNIOR CHEMIST I, WSB	GRADE 14
JUNIOR CHEMIST II, WSB	GRADE 16
KENNEL KEEPER	\$25,100 PER YR

LAND RECORDS CLERK I	GRADE 7
LAND RECORDS CLERK II	GRADE 8
LAND RECORDS CLERK III	GRADE 10
LANDSCAPE ARCHITECT (DPD)	\$676.78 PER WK
LANDSCAPE GARDENER - SPECIAL PROJECTS	\$531.62 PER WK
LEGAL RESEARCH ASST. (DPD)	\$516.36 PER WK
LEGAL SECRETARY, DPD	GRADE 15
LEGAL SECRETARY / PROSECUTION	GRADE 21
LEGAL SECRETARY LAW DEPT.	GRADE 25
LICENSE BD CLERK	\$467.05 PER WK
MAILROOM CLERK	\$520.43 PER WK
MAILROOM SUPERVISOR	GRADE 21
MAINT PLANNER - PUBLIC WORKS	\$32,389 PER YR
MAINT REPAIR CONSTRUCTION (PUB PROP)	\$33,027 PER YR
MANAGEMENT OFFICER (PUB PROP)	\$694.30 PER WK
MANIFEST CLERK - PORT	GRADE 20
MECH. EQUIP INSPECTOR II	GRADE 19
MECH. EQUIP INSPECTOR III	GRADE 27
MECHANICAL ENGINEER	GRADE 28
MEDICAL ACCOUNTS PAYABLE - PUBLIC SAFETY	GRADE 19
MEDICAL HEALTH PLAN ADM - CONTROLLERS	GRADE 24
MOTOR POOL & INV MANAGER	GRADE 19
MOTOR VEHICLE APPRAISER	GRADE 21
OFFICE MANAGER (PARK)	GRADE 12
OFFICE MANAGER (SUPT)	\$661.43 PER WK
OFFICE MANAGER HOUSING (PLANNING)	GRADE 21

OFFSET PRESSMAN (POLICE)	GRADE 11
PARALEGAL I	\$566.18 PER WK
PARKING CHECKER	\$481.76 PER WK
PARKS CONSTRUCTION INSPECTOR	\$34,240.96 PER YR
PARKS ELECTRICIAN	\$655.24 PER WK
PATROL BUREAU LEGAL CLERK	GRADE 20
PAYROLL CLERK II	GRADE 13
PAYROLL OFFICER, WSB	GRADE 22
PAYROLL PERSONNEL ASSISTANTS	GRADE 14
PAYROLL PERSONNEL ASST. (PARKS)	\$470.49 PER WK
PERSONAL SECRETARY (DPD)	GRADE 15
PERSONAL SECRETARY TO DIRECTOR	GRADE 22
PERSONAL SECRETARY TO DIRECTOR (DPD)	GRADE 15
PERSONNEL CLERK I	GRADE 13
PERSONNEL CLERK I/PERSONNEL	\$481.30 PER WK
PERSONNEL CLERK II	GRADE 14
PERSONNEL TECHNICIAN I	\$560.25 PER WK
PERSONNEL TECHNICIAN II	GRADE 28
PLAN ESTIMATOR	GRADE 32
PLAN REVIEWER/INSPECTOR	\$745.09 PER WK
PLUMBING INSPECTOR II	GRADE 19
PLUMBING INSPECTOR III	GRADE 22
POLICE DEPARTMENT DISPATCHER	\$745.30 PER WK
PRINCIPAL PLANNER	GRADE 32
PRINCIPAL PLANNER FOR HISTORICAL	\$38,120 PER YR
PRINTER	GRADE 23



PRINTERS HELPER	\$362.47 PER WK
PROGRAM ANALYST	\$26,301 PER YR
PROGRAM EVALUATION OFFICER (DPD)	GRADE 27
PROGRAM SPECIALIST (DPD)	\$602.18 PER WK
PROJECT SUPERV (CODE ENFORCE)	GRADE 27
PROJECT SUPERVISOR	GRADE 27
PROJECT SUPERVISOR FOR DIRECTOR (DPD)	\$32,046 PER YR
PROSECUTION LEGAL CLERK (POLICE)	GRADE 20
PUBLIC GROUNDS INSP (PARKS)	GRADE 21
PUBLIC PROPERTY ANALYST	\$612.30 PER WK
PUBLIC SAFETY MEDICAL & ACCTS PAYABLE CLERK	GRADE 19
PUBLIC WORKS CLERK	GRADE 14
PUBLIC WORKS INSP I	GRADE 6
PUBLIC WORKS INSP II	\$584.35 PER WK
PURCHASING AGENT (DPD)	GRADE 15
PURCHASING AGENT II	\$591.19 PER WK
PURCHASING AGENT III	GRADE 29
PURCHASING CLERK, WSB	GRADE 13
RADIO ENGINEER	\$850.04 PER WK
RADIO REPAIR TECHNICIAN	\$745.30 PER WK
RAINGAGE KEEPER	GRADE 20
READER OF DEEDS (ASSESSOR)	GRADE 21
REAL ESTATE AIDE (DPD)	\$525.91 PER WK
REAL ESTATE APPRAISER	GRADE 24
RECEPTIONIST (DPD)	GRADE 5
RECORDING SECRETARY BOARDS OF REVIEW	GRADE 15

RECORDS BUREAU CLERK (POLICE)	GRADE 18
REHAB SPEC - CODE ENFORCEMENT	GRADE 27
REHABILITATION SPECIALIST	GRADE 27
REHABILITATION VERIFICATION SPECIALIST (DPD)	GRADE 33
RENEWAL INSP I	GRADE 12
RENEWAL INSP II	GRADE 15
RENEWAL INSP III	GRADE 19
RESEARCH ASST. (DPD)	GRADE 20
RETIREMENT DIVISION CLERK	\$614.25 PER WK
SANITARIANS, WSB	GRADE 14
SECRETARY (DPD)	GRADE 15
SECRETARY ADMN ASST. COUNCIL	\$599.01 PER WK
SECRETARY/CLERK II	\$411.54 - \$505.26 PER WK
SECRETARY/CLERK IV (RECREATION)	\$543.97 PER WK
SECRETARY CITY COUNCIL	GRADE 18
SECRETARY DIR. (DPD)	GRADE 15
SECRETARY PARKS	GRADE 18
SECRETARY REVIEW BOARDS	\$46,221 PER YR
SECRETARY TO CITY TREASURER	GRADE 19
SECRETARY TO COMMISSIONER	GRADE 15
SECRETARY TO CONTROLLERS OFFICE	GRADE 12
SECRETARY TO DIRECTOR (DPW)	\$34,008 PER YR
SECRETARY TO DIRECTOR CITY CLERK	GRADE 15
SECRETARY, WSB	GRADE 13
SECRETARY/TRANSLATOR (HUMAN RELATIONS)	GRADE 15
SECURITY OFFICER PORT	GRADE 9

SECURITY OFFICER ZOO	\$468.75 PER WK
SENIOR ACCOUNTS PAYABLE CLERK	GRADE 22
SENIOR APPRAISER	GRADE 24
SENIOR CLERK	\$531.03 PER WK
SENIOR CLERK ASSESSOR	GRADE 17
SENIOR CLERK VITAL STATS	GRADE 10
SENIOR CLERK, WSB	GRADE 18
SENIOR DEPARTMENT CLERK (I&S)	GRADE 13
SENIOR DRAFTSMAN	GRADE 19
SENIOR DRAFTSMAN (DPD)	GRADE 28
SENIOR FINANCIAL CLERK	GRADE 19
SENIOR FISCAL OFFICER	\$677.13 PER WK
SENIOR HOUSING PLANNER (DPD)	\$703.44 PER WK
SENIOR HOUSING REHAB SUPERVISOR	\$1,026.46 PER WK
SENIOR LEGAL CLERK-POLICE	GRADE 22
SENIOR LICENSE BD CLERK	\$529.67 PER WK
SENIOR PLANNER	GRADE 26
SENIOR PLANNER / (DPD)	GRADE 27
SENIOR PORT SECURITY	\$505.28 PER WK
SENIOR REHAB SPECIALIST (DPD)	GRADE 31
SENIOR RESEARCH ASST. (DPD)	GRADE 29
SENIOR SECRETARY, WSB	GRADE 20
SENIOR SECURITY OFFICER	\$545.20 PER WK
SENIOR SUPERVISOR - LAND ACQUISITION (DPD)	\$942.34 PER WK
SENIOR SWITCHBOARD OPERATOR	GRADE 9
SENIOR TECHNICIAN, WSB	GRADE 24

SHOP SUPERV-MECHANIC	GRADE 18
SHOP SUPERV-PARKS	\$677.66 PER WK
SHOP SUPERV-PFD	\$643.82 PER WK
SHOP SUPERVISOR	\$708.20 PER WK
STAFF ACCOUNTANT, WSB	\$554.61 PER WK
STENOGRAPHIC REPORTER CITY CLERK	GRADE 14
STENOGRAPHIC REPORTER CITY COUNCIL	GRADE 23
STOCK ROOM CLERK	\$485.97 PER WK
STOCK ROOM SUPERVISOR (DPW)	\$694.17 PER WK
STONE CUTTER	\$507.25 PER WK
SUPERVISOR BD OF CANVASSERS	\$536.09 PER WK
SUPERVISOR BUSINESS RELOC PROP	GRADE 29
SUPERVISOR COMPREHENSIVE PLAN	\$817.86 PER WK
SUPERVISOR ENG. & BLDG MAINT (PUBLIC PROP)	GRADE 31
SUPERVISOR GEN. MAINT. (PARKS)	GRADE 29
SUPERVISOR GRAPHICS/TRANSPORTATION	\$852.37 PER WK
SUPERVISOR LABORER/CUSTODIAN	\$557.11 PER WK
SUPERVISOR LAND ACQUISITION (PUBLIC PROP)	GRADE 35
SUPERVISOR LANDSCAPING	GRADE 15
SUPERVISOR NORTH BURIAL GROUND	\$780.06 PER WK
SUPERVISOR OF ELECTION MATERIAL	\$525.64 PER WK
SUPERVISOR OF ENG./PLANN. (PARKS)	\$852.41 PER WK
SUPERVISOR OF INSPECTIONS (PARKS)	GRADE 32
SUPERVISOR OF REAL ESTATE (DPD)	\$954.16 PER WK
SUPERVISOR OF REHAB SERVICES (DPD)	GRADE 31
SUPERVISOR OF VERIFICATION (DPD)	GRADE 35

SUPERVISOR OFFICE MANAGER -COUNCIL	\$41,218 PER YR
SUPERVISOR PAYROLL	\$674.91 PER WK
SUPERVISOR PERSONAL PROPERTY TAX COLL	GRADE 21
SUPERVISOR PROGRAM SPECIALIST	GRADE 31
SUPERVISOR PROJECT PLANNING	\$817.85 PER WK
SUPERVISOR PROP TAX REAL ESTATE	GRADE 27
SUPERVISOR PROPERTY TAX ASSESSOR	GRADE 29
SUPERVISOR REGISTRATION/CANVASSERS	GRADE 13
SUPERVISOR STRUCTURES AND ZONING	GRADE 24
SUPERVISOR TANGIBLE TAX	GRADE 29
SUPERVISOR URBAN FORESTRY OPE	GRADE 32
SUPERVISOR/PURCHASING AGENT	\$39,473 PER YR
SWITCHBOARD OPERATOR I	GRADE 4
SWITCHBOARD OPER II	GRADE 5
SYSTEM TECHNICAL SPECIALIST, WSB	GRADE 19
SYSTEM TECHNICIAN	\$22,864 PER YR
SYSTEMS ANALYST	\$39,017 PER YR
SYSTEMS PROGRAMMER	\$39,017 PER YR
TECHNICAL SPECIALIST	\$481.32 PER WK
TELEPHONE TECHNICIAN	\$38,754 PER YR
TELETYPE COORDINATOR (COMM)	\$662.90 PER WK
TELLER	GRADE 16
TESTING & EMPLOYABILITY OFFICER	\$537.57 - \$660.00 PER WK
TRAFFIC BUREAU COORDINATOR	GRADE 24
TRAFFIC ENGINEER ELECTRICIAN	\$739.21 PER WK
TRAFFIC ENGINEER FOREMAN	\$677.52 PER WK

TRAFFIC SYSTEMS ANALYST	GRADE 18
TRANSPORTATION COORDINATOR	\$428.11 PER WK
VALIDATION OFFICER (COMM)	\$662.90 PER WK
VERIFICATION OFFICER (DPD)	\$852.43 PER WK
VERIFICATION SPECIALIST (DPD)	GRADE 31
VIN STATION INSPECTOR	\$505.28 PER WK
VITAL STATS CLERK	GRADE 8
WATER SUPPLY BOARD CLERK	GRADE 11
ZONING ASST.	GRADE 19

# SCHEDULE C

GRADE STEP	ANNUAL SALARY RANGE				
	1ST	2ND	3RD	4TH	5TH
1	\$352.42	\$355.55	\$358.69	\$364.92	\$369.63
2	\$360.24	\$364.92	\$368.06	\$374.32	\$378.99
3	\$369.63	\$372.76	\$375.87	\$382.13	\$386.83
4	\$378.99	\$382.13	\$385.26	\$389.94	\$396.21
5	\$386.83	\$389.94	\$394.19	\$399.34	\$404.01
6	\$396.21	\$399.34	\$402.47	\$408.73	\$413.41
7	\$404.01	\$408.73	\$411.84	\$416.55	\$421.23
8	\$413.41	\$416.55	\$419.66	\$425.92	\$430.62
9	\$421.23	\$427.50	\$433.74	\$440.00	\$447.81
10	\$430.62	\$435.31	\$441.56	\$449.39	\$457.21
11	\$438.44	\$444.77	\$450.94	\$458.77	\$466.58
12	\$447.81	\$454.07	\$460.33	\$466.58	\$474.53
13	\$457.21	\$461.88	\$468.15	\$474.53	\$484.59
14	\$466.58	\$474.53	\$484.59	\$493.60	\$502.98
15	\$474.53	\$484.59	\$492.15	\$502.98	\$511.42
16	\$484.59	\$492.94	\$502.98	\$511.42	\$522.13
17	\$493.60	\$502.98	\$511.42	\$522.13	\$531.10
18	\$502.98	\$511.42	\$522.13	\$531.10	\$541.80
19	\$511.42	\$522.13	\$531.10	\$541.80	\$552.60
20	\$522.13	\$531.10	\$541.80	\$552.60	\$561.97
21	\$531.10	\$543.64	\$556.20	\$567.69	\$584.77
22	\$541.80	\$554.36	\$565.82	\$580.37	\$597.98
23	\$552.60	\$563.79	\$578.25	\$590.00	\$609.01
24	\$562.80	\$573.86	\$593.60	\$604.56	\$619.90
25	\$570.55	\$591.40	\$615.60	\$628.65	\$646.19
26	\$588.60	\$602.30	\$617.73	\$641.87	\$657.19
27	\$597.98	\$613.32	\$637.45	\$652.87	\$670.42
28	\$609.01	\$630.93	\$644.05	\$659.40	\$683.52
29	\$619.90	\$646.19	\$670.42	\$694.47	\$718.68
30	\$646.19	\$672.51	\$694.47	\$718.68	\$742.74
31	\$657.19	\$683.52	\$705.47	\$729.60	\$758.15
32	\$683.52	\$705.47	\$729.60	\$753.76	\$780.09
33	\$705.47	\$729.59	\$756.64	\$780.09	\$804.15
34	\$729.60	\$758.15	\$780.09	\$804.15	\$828.37

35      \$753.37      \$780.09      \$804.15      \$828.37      \$852.43      \$39,175.20      \$44,325.16



EX-100  
NOV 16 11 54 AM '95  
DEPT. OF JUSTICE  
PROVIDENCE, R.I.