

# RESOLUTION OF THE CITY COUNCIL

No. 535

Approved NOVEMBER 20, 2009

RESOLVED, That the Collective Bargaining Agreement by and between the Providence School Board and the Rhode Island Laborers' District Council, effective July 1, 2008 to June 30, 2011, is hereby approved and ratified by the Providence City Council. (BEST Contract)

IN CITY COUNCIL  
NOV 19 2009  
READ AND PASSED



PRES.



CLERK

APPROVED



MAYOR

11/20/09

DAVID N. CICILLINE  
Mayor

THOMAS M. BRADY  
Superintendent

# Providence Schools

## Memorandum

TO: Ms. Anna Stetson, City Clerk  
FROM: Mark Dunham, Chief Financial Officer  
DATE: October 14, 2009  
RE: Contracts

Please be advised the Providence School Board approved ratification of the Local 1033 BEST Contracts on October 13, 2009. These contracts were approved 4-2 and cover the following periods, July 1, 2007 – June 30, 2008 and July 1, 2008 – June 30, 2011.

Please forward these contracts to the City Council at your earliest convenience. Thank you for your prompt attention to this matter.

MVD/lm

C: Mr. Rich Kerbel  
Superintendent Thomas M. Brady

TENTATIVE AGREEMENT  
BUSINESS, EDUCATIONAL, SPECIALISTS, TECHNICAL STAFF

ENTERED into this 30th day of September 2009, by and between the PROVIDENCE SCHOOL BOARD and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of LOCAL UNION 1033 pursuant to Article XXIV and Article XXV of the parties' Agreement effective June 30, 2007 to June 30, 2008;

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, 2008 to June 30, 2011; and

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

THE PARTIES HEREBY AGREE

1. The document titled "Agreement between the City of Providence, Rhode Island, and the Rhode Island Laborers' District Council on behalf of Public Employees' Local Union 1033 of the Laborers' International Union of North America, effective July 1, 2007 to June 30, 2008" 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, 2008 to June 30, 2011 except as expressly modified herein.

2. Recognizing the continuing requirement to provide the most effective and efficient public services, the parties hereto are committed to meet and confer in good faith to address the needs of the City and its Citizenry and all methods of providing services to the Citizenry including consolidating City Departments and Agencies as well as Offices and Divisions of the School Department and those of the City.

3. Article I. Section 1. The following positions shall be added to the classifications listed which the Union is the exclusive bargaining representative of and which shall be included with the definition of "municipal employee" set forth in R.I.G.L. 28-9.4-2:

Assistant Human Resource Generalist  
Parent Engagement Specialist

4. Article VIII. Section 1(A) - Salary Schedule - The economic increases shall be as follows and as provided for in the below paragraphs:

- a. Effective July 1, 2008 an amount equal to an across-the-board wage increase for all bargaining unit employees of one percent (1.0%), over the June 30, 2008 rate.

- b. Effective January 1, 2009 an amount equal to an across-the-board wage increase for all bargaining unit employees of one percent (1.0%), over the December 31, 2008 rate.
- c. Effective July 1, 2009 an amount equal to an across-the-board wage increase for all bargaining unit employees of two percent (2.0%), over the June 30, 2009 rate.
- d. Effective January 1, 2010 an amount equal to an across-the-board wage increase for all bargaining unit employees of one percent (1.0%), over the December 31, 2009 rate.
- e. Effective July 1, 2010 an amount equal to an across-the-board wage increase for all bargaining unit employees of two percent (2.0%), over the June 30, 2010 rate.

Section 8 (A)(1)- Mileage. Effective July 1, 2009, payment for mileage will be at a rate of three hundred twenty-five (\$325.00) dollars per month as a monthly allowance for only:

Plant Maintenance Coordinator  
 Plant Operations Coordinator  
 Class A Foreman  
 Computer Network Specialist

This amount shall be adjusted each October 1 by the increase or decrease in Federal travel regulations for government use of privately owned vehicles.

4. Article IX, Vacations, Holidays, Recesses. New Section. Except for employees on leave due to medical reasons, employees on unpaid leave of any nature shall cease to accrue leave after 26 weeks of unpaid leave.

5. Article XIII - Insurances

Chiropractic Care, Skilled Nursing and Home and Hospice with \$20.00 co-payment.

Hospital inpatient and outpatient care deductible to \$100.00, annual cap of \$200 per individual, \$300 per family.

Prior to the effective date of this Agreement, all permanent employees shall co-share in the cost of healthcare benefits provided in this Article through pre-tax weekly payroll deduction (if permissible by law) as follows:

Individual Plans at .01 of base wages not to exceed \$400.00 per year.  
 Family Plans at .025 of base wages not to exceed \$1,000.00 per year.

Effective July 1, 2008

Individual Plans at .011 of base wages not to exceed \$600.00 per year.  
 Family Plans at .0255 of base wages not to exceed \$1,350.00 per year.

Effective July 1, 2009

Individual Plans at .013 of base wages not to exceed \$750.00 per year.  
Family Plans at .0265 of base wages not to exceed \$1600.00 per year.

Effective July 1, 2010

Individual Plans at .0145 of base wages not to exceed \$900.00 per year.  
Family Plans at .0285 of base wages not to exceed \$1,900.00 per year.

Effective July 1, 2008 new employees shall no longer receive Retiree Post Medicare health benefits paid for by the employer but the employer shall allow said employees to purchase Post Medicare eligible healthcare at the retirees cost and at the employers group rate. Said employees shall be required to participate in a Health Savings Account (HSA) at a rate of \$.05 per hour with the fund being used for said retiree Post Medicare healthcare.

6. Article XVII - Union Benefit Trust Funds

Section 1. In order to provide each employee covered by this Agreement and their dependents with the benefits described below and which are provided through Union Benefit Trust Funds, the Employer agrees to contribute \$2.65 per hour for each straight-time hour each employee covered by this Agreement is paid, of which an addition of not less than three cents (\$.03) per hour for each straight-time hour each employee covered by this Agreement is paid shall be allocated to the "Rhode Island Public Employees' Training Fund." Effective July 1, 2009, the Employer agrees to contribute \$2.75 per hour for each straight-time hour each employee covered by this Agreement is paid, of which an addition of not less than three cents (\$.03) per hour for each straight-time hour each employee covered by this Agreement is paid shall be allocated to the "Rhode Island Public Employees' Training Fund" Effective July 1, 2010, the Employer agrees to contribute \$2.79 per hour for each straight-time hour each employee covered by this Agreement is paid, of which an addition of not less than three cents (\$.03) per hour for each straight-time hour each employee covered by this Agreement is paid shall be allocated to the "Rhode Island Public Employees' Training Fund"

7. Article XXIII - Miscellaneous

Section 4 (B). All Occupational Therapists, Physical Therapists and Childcare Workers who are required to file Medicaid forms shall electronically file all necessary documents required for the district to receive Medicaid reimbursement, on a weekly basis, no later than close of business Tuesday, for the hours to be submitted for the prior work week. When Tuesday falls on a non work day, the submittal shall be no later than the close of business for the next schedules second work day.

(C) All employees' submissions for overage, additional hours or any other additional pay assignment shall be submitted, no later than the close of business Tuesday, for the hours to

be submitted for the prior work week. When Tuesday falls on a non work day, the submittal shall be no later than the close of business for the next scheduled second work day.

(D) Occupational and Physical Therapists required to submit for Medicaid reimbursement shall be allocated one hour weekly, on Tuesday, to complete said administrative tasks.

(E) Childcare Workers required to submit for Medicaid reimbursement shall be allocated fifteen minutes weekly, on Tuesday, or one hour on the last Tuesday of the month, to complete said administrative tasks.

Section 5(A). Wage Equity Committee. The Union and the Employer shall establish a Wage Equity Committee which shall meet in October, January and May of each school year.

(B) The Wage Equity Committee shall consist of two (2) representatives from the Union and the Employee Relations Administrator and the Chief Financial Officer from the School Department.

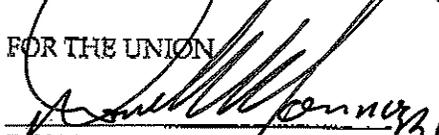
(C) The Committee shall be responsible for evaluating the prior work experience of all newly hired employees that are covered by this Agreement who seek to receive an upgrade in pay step. The Committee shall be solely responsible for determining the pay step of all newly hired B.E.S.T. employees based on equivalent outside work experience.

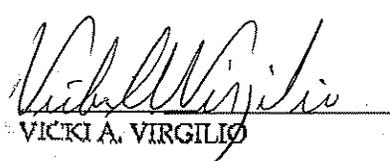
(D) All newly hired employees who are covered by this Agreement shall be responsible for providing the Committee with information verifying his or her prior outside work experience.

8. Article XXV - Duration of Agreement

Section 1. The terms and conditions of this Agreement shall be effective July 1, 2008 and shall continue in full force and effect through June 30, 2011 and from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 2011, 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.

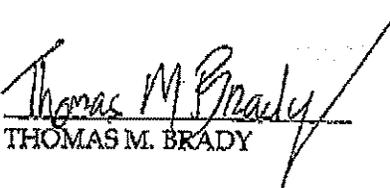
FOR THE UNION

  
DONALD IANNAZZI, ESQ.  
Business Manager, Local Union 1033

  
VICKI A. VIRGILIO

FOR PROVIDENCE SCHOOL BOARD

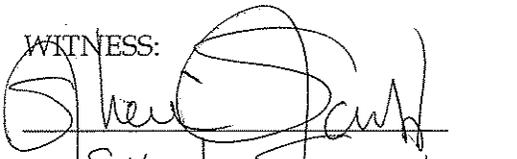
  
ROBERT WISE  
President, Providence School Board

  
THOMAS M. BRADY

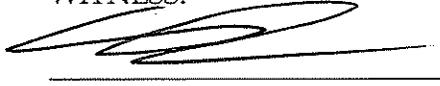
President, Local Union 1033

Superintendent

WITNESS:

  
Sheila Sanchez -

WITNESS:



## EXECUTIVE SUMMARY BEST EMPLOYEE CONTRACTS

The Providence School Department employs 71 BEST employees as 10 month full time employees and 48 BEST employees as 12 month full time employees. The total annual payroll for these Local 1033 members is \$4,988,600.

### 1. Contract period July 1, 2007 – June 30, 2008

This contract mirrors the City 1033 Contract for the same time period. There is one change to the Contract that expired June 30, 2007, that is a 1% salary increase to the salary schedule effective June 1, 2008. **The estimated 2008 cost for this change is \$4,157. The subsequent increase based upon this increase is approximately \$149,658 and is included in the 2009 – 2011 Fiscal Note.**

### 2. Contract period July 1, 2008 – June 30, 2011

This contract is the same as the 1033 City Contract and the other 1033 School Department Labor Contracts relative to economic issues, health benefits and union trust fund changes.

### ECONOMIC PACKAGE:

➤ July 1, 2008	1 % Increase
➤ January 1, 2009	1 % Increase
➤ July 1, 2009	2 % Increase
➤ January 1, 2010	1 % Increase
➤ July 1, 2010	2 % Increase

This Contract will increase wages 7% compounded over the June 30, 2008 salary scale.

**Estimated Costs** – The salary increase is \$1,073,456 during the course of the Contract.

### HEALTH INSURANCE:

There are three areas of change in the section:

- Increases of \$5 to the deductible of many benefits provided in this agreement, increase in the hospital inpatient and out patient deductible from \$25 to \$100, with an annual cap of \$200 per individual, \$300 per family.

**Estimated Savings** - \$ 130,951 during the term of the Contract.

- Increase in co-share in individual plans and family plans per attached.

**Estimated Savings** - \$ 46,768 during the term of the Contract.

- Employees hired after July 1, 2008 will no longer receive Retiree Post Medicare Benefits paid by the employer. These employees will be required to participate in a health savings account at a rate of 5 cents per hour.

UNION TRUST BENEFITS:

Effective July 1, 2009 – Union Trust Benefits will increase by 10 cents per hour.

Effective July 1, 2010 – Union Trust Benefits will increase by 4 cents per hour.

**Estimate cost** during the term of the Contract - \$ 26,600.

The attached Fiscal Note will show the estimated actual cost of the Contract through its term.

September 10, 2008

**Providence School Department**  
**BEST Fiscal Note**  
**Contract Period July 1, 2008 - June 30, 2011**  
**@10/07/09**

	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>
Carry Forward	\$ -	\$ -	\$ 391,943
Salary and Benefits	\$ -	\$ 535,266	\$ 146,247
Health Care	\$ -	\$ (79,506)	\$ (98,213)
Union Trust Fund	\$ -	\$ 19,000	\$ 7,600
Annual cost	\$ -	\$ 474,760	\$ 447,577
Cumulative cost	\$ -	\$ 474,760	\$ 922,337

Assumptions Beginning total salaries - \$4,988,600  
 FICA - 7.65%  
 City retirement - 22.89%