

RESOLUTION OF THE CITY COUNCIL

No. 298

Approved June 16, 1989

RESOLVED, That the Accompanying copy of agreement, effective July 1, 1989 to June 30, 1991, by and between the City of Providence and Public Service Employees' Local Union 1033 of the Laborers' International Union of North America, AFL-CIO, is hereby ratified. (Accompanying Agreement Attached)

IN CITY COUNCIL
JUN 15 1989

READ AND PASSED

Nicholas W. Eaton

PRES.

Rose M. Mendonca

CLERK



THE COMMITTEE ON
FINANCE

Approves Passage of
The Within Resolution

Rose M. Mendenhall
~~Clerk~~ ~~Chairman~~

June 13, 1989.



Department of Administration

"Building Pride In Providence"

JOSEPH R. PAOLINO, JR.
MAYOR

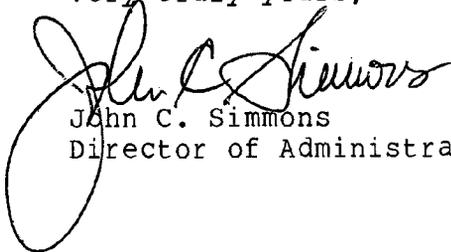
June 15, 1989

Carolyn Brassil
Chairperson, Finance Committee
City of Providence
City Hall
Providence, Rhode Island 02903

Dear Madam:

Enclosed please find a fiscal impact of the proposed contract between Public Service Employees Local Union 1033 and the City of Providence which is before the Providence City Council for ratification.

Very truly yours,



John C. Simmons
Director of Administration

1800D

	<u>1989-1990</u>	<u>1990-1991</u>
WAGE	\$ 1,200,000	\$ 1,250,000
OTHER BENEFITS	100,000	340,000
LONGEVITY - PART OF BASE PAY	--	700,000
	<hr/>	<hr/>
	\$ 1,300,000	\$ 2,290,000
	5%	8.4%

TWO YEAR CONTRACT

cc - Rose Mendonca

Adler Pollock & Sheehan Incorporated
2300 Hospital Trust Tower
Providence, Rhode Island 02903
Telephone 401/274-7200
Fax 401/751/0604/351-4607
Telex 927661

ATTORNEYS AT LAW

ADLER POLLOCK & SHEEHAN

July 6, 1989

Mr. John Simmons
Director of Administration
City of Providence
City Hall
Providence, RI 02903

Dear John:

Enclosed are final executed copies of the Agreement between the City of Providence and Rhode Island Laborers' District Council on behalf of Public Service Employees' Local Union 1033 LIUNA and the Memorandum of Agreement between the City and the Union setting forth supervisory positions which are excluded from the Union, "red line positions" and confidential secretaries that are excluded from the Union.

It has been pleasure working with you and providing the City assistance in negotiating the new collective bargaining agreement with Local 1033. Your help, assistance and guidance was much appreciated. I look forward to working with you in the future regarding the administration of the contract.

Sincerely,



ROBERT P. BROOKS

RPB:ek

Enclosure

MEMORANDUM OF AGREEMENT

It is hereby agreed by and between the City of Providence and Rhode Island Laborers' District Council on behalf of the Public Service Employees' Union, Local 1033, in conjunction with negotiations successfully completed on a new collective bargaining agreement to be effective July 1, 1989 through June 30, 1991 as follows:

1. The classifications listed on Schedule A, attached hereto and made a part hereof, are within the definition of "supervisory employees" and/or "administrative employee" as those terms are used in Article I, Section 1 of the collective bargaining agreement, and are excluded from the bargaining unit represented by the Union and are not covered by the collective bargaining agreement.
2. The classifications listed in Schedule B, attached hereto and made a part hereof, are likewise excluded from the said bargaining unit and from coverage under said contract, on the same basis as that set forth in paragraph 1 above. However, it is also agreed that notwithstanding said exclusion, the individuals listed in Schedule B shall continue to be covered by all of the terms and conditions of the agreement for the period in which they continue to serve in the classifications listed thereon, but that whenever any such individual leaves said classification, the

classification will no longer be held by an employee who is included in the bargaining unit.

3. The classifications listed in Schedule C, attached hereto and made a part hereof, are within the scope of the term "confidential secretary", as used by the parties in Article I, Section 1 of the collective bargaining agreement and are excluded as such from the bargaining unit and are not covered by the collective bargaining agreement.

Signed this 30 day of June, 1989.

1874L

Joseph M. Vigilante
Agent for Arbitration

EXHIBIT A

MAYOR'S OFFICE:

All employees who are members
of the Mayor's Staff

CITY CLERK:

City Clerk

CITY SERGEANT:

City Sergeant

LAW DEPARTMENT:

City Solicitor
Deputy City Solicitor

Assistant City Solicitors

Special Counsel

Chief, Legal Services

MUNICIPAL COURT

Court Judge

PROBATE COURT:

Judge
Public Administrator
Clerk, Probate Court

HOUSING COURT:

Housing Court Administrator

FINANCE:

Director
Budget Officer

Budget Analyst

CONTROLLER:

City Controller
Assistant City Controller
Admin. Assist. to Controller

RETIREMENT:

Pension Administrator

COLLECTOR:

City Collector
Assistant City Collector
Administrative Assistant

ASSESSOR:

City Assessor
Administrative Assistant

BOARD OF TAX ASSESSMENT:

Chairman
Member

TREASURY:

City Treasurer
Deputy Treasurer

PERSONNEL:

Director
Deputy Director
EEO Officer

PUBLIC SAFETY:

Commissioner
Medical Officer
Administrative Assistant
Fire Equip. Superintendent II
Fire Equip. Superintendent I

COMMUNICATIONS:

Director
Deputy Director

TRAFFIC ENGINEERING:

Traffic Engineer

INSPECTIONS & STANDARDS:

BUILDING ADMINISTRATION:

Director, Build. Inspection
Dep. Director, Build. Safety

INSPECTIONS AND STANDARDS (continued)

BUILDING ORDINANCE BOARD:

Chairman
Members

HOUSING BOARD OF REVIEW:

Chairman
Members

ZONING BOARD:

Chairman
Members

STRUCTURES AND ZONING:

Chief, Structures and Zoning

CODE ENFORCEMENT:

Chief, Division of Code
Enforcement
Supervisor, Special Proj.

PROSECUTION:

Council Building Inspector II.
Prosecution Coordinator.

UTILITIES & STANDARDS:

Chief, Utilities & Standards

ENVIRONMENTAL ENFORCEMENT:

Supervisor, Environ. Enforcement.

ELECTRICAL DIVISION:

Chief Electrical Inspector

PUBLIC WORKS:

Asst. Director General Services
Admin. Asst. of Operations.
Director, Public Works
Secretary to Director
Administrative Assistant.
Asst. Director, Maintenance Services.
Deputy Director
Deputy Director/City Engineer

PUBLIC WORKS (continued)

Asst. Director, Environmental Services. . .
City Engineer
Special Asst. to Director
Chief - Plan & Maintenance.

Asst. Manager, Solid Waste.
Solid Waste Manager
Asst. to Superintendent
Dep. Superintendent of Highway.

Highway Superintendent

Supervisor, Environmental
Deputy Superintendent
Superintendent, Sewer Construction.
Head of Auto Squad.
Dep. Superintendent, Sewer, Construction.
and Maintenance.

RECREATION:

Director.

Seasonal -
Supervisor of Activities.

Seasonal - Lifeguard

Seasonal - Rec. Leader.
Supervisor, Sr. Citizens.
Program Dir., Sr. Citizens.
Recreation Ctr. Director.

PARKS:

Director, Div. of Grounds and
Maintenance Services.
Deputy Zoo Director
Zoo Director
Superintendent, Parks.
Secretary to Director.
Supervisor of Construction
Production Specialist.
Cultural Affairs Officer
Development Coordinator.
Curator of Education
Asst. to Zoo Director for
Community Affairs
General Curator

PARKS (continued)

Deputy Superintendent
Graphic Artist
Budget Analyst
Cultural Affairs Coordinator
Museum Director
Museum Curator
Director of Grounds Maintenance
Administrative Assistant

RECORDER OF DEEDS:

Recorder
Deputy Recorder of Deeds

VITAL STATISTICS:

City Registrar

BOARD OF CANVASSERS:

Chairman
Members
Secretary to the Board

BOARD OF LICENSES

Chairman
Members
License Administrator

HUMAN RELATIONS COMMISSION:

Executive Director

DEPARTMENT OF HUMAN SERVICES:

Director of Human Services
Director of Senior Affairs
Assistant to the Director
of Human Services
Program Assistant
Secretary to the Director
of Human Services
Arts and Crafts
Program Analyst
Transportation Coordinator

CIVILIAN DEFENSE:

Deputy Director
Operations, Planning, Training,
Public Info Officer

CITY COUNCIL

Admin. Assistant
Internal Auditor

ARCHIVES:

City Archivist
Asst. Archivist

WATER SUPPLY BOARD:

Claims Assistant

Rain Gauge Keeper

Secretary to Chief Engineer

Supervisor of Safety and Training

Engineering Project Coordinator

Land Management Specialist

Principal Bacteriologist

Principal Engineer

Principal Engineer-Systems

Senior Principal Engineer

Asst. Director, Operations-Distribution

Asst. Director, Operations-Supply

Chief Engineer/General Manager

Controller

Director of Operations/
Asst. General Manager

Director of Planning/Engineering

Forest Supervisor

Manager - Income

Manager, Information Systems

Superintendent of Transmission and
Distribution

Superintendent, Water Construction

Superintendent, Water Plant Operations

Superintendent, Water Quality Control

Superintendent, Water Resources

Supervisor, Water Laboratory

Supervisor, Water Maintenance Crew

Supervisor, Watershed Maintenance

Supervisor, Water Treatment
Plant Operations

Chairman, Water Supply Board

Members, Water Supply Board

Attorney - Water

Asst. Supervisor, Watershed Operations

Water Quality Specialist

Environmental Advisor

Technical Advisor

Director of Administration

PORT:

Director
Security Supervisor.

PUBLIC PROPERTY:

Director
Coordinator, Public Property
Fleet Manager.
Maintenance Repair Construction
Coordinator.

Chief, Building and Custodial Services . .

PURCHASING:

Director
Purchasing Supervisor.

EQUAL HOUSING:

Director
Civil Rights Investigator.

SENIOR AIDES:

Senior Aides

J.T.P.A.:

Administrator.
Deputy Administrator/Operations.
Deputy Administrator/Administration.
EEO Officer.
Personnel Supervisor
Fiscal Manager
Job Developer.
Assistant MIS Officer.
CJR Officer.

PLANNING & DEVELOPMENT:

Director, Rehabilitation
Deputy Director, Planning and Development.
Supervisor of Specifications
Associate Director, Economic Development .
Landscape Architect.
Director, Neighborhood Planning.
Director of Accounting
Asst. Director, Comprehensive Plan
Business Relations Representative.

PLANNING & DEVELOPMENT (continued)

Associate Director, Planning
Coordinator, Rental Rehabilitation
Director, Planning and Development
Associate Director, Project Development .
Reorganization Specialist
Associate Director, Project Management
and Construction
Financial Development Manager
Financial Development Appraiser
Assoc. Director, Neighborhood Develop . .
Asst. Director-Manager of Administration.
City Architect
Grant Writer
Assoc. Director-Special Projects
Deputy Director, Policy and
Program Development
Asst. Director, Neighborhood Planning
Asst. Director, Information and Research.
Associate Director, Marketing
Economic Development Coordinator
Asst. Director, Planning

EXHIBIT B

CITY CLERK:

Deputy City Clerk First

MUNICIPAL COURT:

Clerk, Municipal Court

BUILDING ADMINISTRATION:

Secretary, Zoning Board.

CODE ENFORCEMENT:

Supervisor, Code Enforcement

RECREATION:

Assistant Director, Recreation

PARKS:

Asst. Director, Division of Grounds
Maintenance and Service
Curator of Education

CIVILIAN DEFENSE:

Fallout Shelter Coordinator

CITY COUNCIL:

Secretary to Administrative Assistant . .

PORT:

Deputy Port Director.

PLANNING & DEVELOPMENT

Chief, Family Relocation
Asst. Director, Project Management
and Construction
Supervisor, Engineering.
Supervisor, Comprehensive Plan
Supervisor of Graphics

TRAFFIC ENGINEERING

Traffic Engineering - Director.

EXHIBIT C

LAW DEPARTMENT:

Legal Secretary (Labor Relations)

PARKS:

Secretary to Director

PERSONNEL:

Secretary to Director

Secretary to Deputy Director

PUBLIC WORKS:

Secretary to Director

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, 1989 to June 30, 1991

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AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July, 1989, 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 the 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 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 should 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 R.I.G.L. §28-9.4-2, excluding elected officials, administrative employees, board and commission members, certified teachers, policemen, firefighters, supervisors (as defined pursuant to R.I.G.L. §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). The term "temporary employee" shall mean an individual employed for a limited period not to exceed one-hundred and twenty (120) working days, 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 Worker's 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.

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 employees 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 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 Dollars (\$6.00) 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 Dollars (\$6.00) 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, 226 South Main Street, Providence, RI 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.

ARTICLE III

NON-DISCRIMINATION

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. 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 4. 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 Zookeepers at Roger Williams Park.

Section 5. 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 6. Summer Hours. During the months of July and August, the regular work day shall end a half (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° or greater, all outside

crews shall be dismissed without loss of pay and inside City Hall employees in non-airconditioned 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 7. 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. 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

Except as abridged or restricted by any provision in 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 or rights normally entrusted to management shall be subject to any obligations the Employer may have under RIGL 28-9.4, or obligations imposed upon the Employer by relevant statute.

ARTICLE VI

SALARIES AND HOURLY RATE SCHEDULE

Section 1. Effective July 1, 1989, all classifications covered by this Agreement shall receive a four and five-tenths (4.5%) percent wage increase which is reflected in the attached schedules which by this reference are made part of this Agreement. Effective July 1, 1990, all such classifications shall receive a four and five-tenths (4.5%) percent 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 base pay for Pension contribution and benefit purposes only. This supplement shall be computed on the basis of the employee's salary for the contract year ending June 30 and shall be payable on or after

ARTICLE XIX

DENTAL BENEFITS

Section 1. The Employer shall furnish Delta Dental Level 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

DRUG, PRESCRIPTION AND VISION CARE

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 twenty cents (20¢) 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 July 1, 1990, said contribution rate shall increase by five (5¢) cents per straight-time hour. Effective March 1, 1991, said contribution shall increase by five cents (5¢) per straight-time 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.

July 1, 1990, and again on or after July 1, 1991 in a lump sum as is practicable. The amount payable shall be as follows:

<u>Years of Service</u> <u>as of June 30</u>	<u>Percentage Amount</u>	
	<u>July 1, 1990</u>	<u>July, 1991</u>
5 yrs. but less than 10 yrs.	5 %	5 %
10 yrs. but less than 15 yrs.	6 %	6 %
15 yrs. but less than 20 yrs.	7 %	7 %
20 yrs. or more	8 %	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 (\$0.25) 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 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. Reduction in Workforce. In the event of a layoff, employees in the affected department and classification shall be subject to layoff in the order of their seniority standing, the most junior employee being laid off first. An employee receiving notice of layoff shall have the right to bump into the position held by any less senior employee in the same seniority group (blue and white collar) in any other equal or lower paid classification provided that the employee exercising his right to bump has the ability to perform the duties of the position into which he exercises his right to bump. In the event that an employee who receives notice of layoff and who bumps a junior employee is deemed unqualified to perform the work after a break-in period of five work days, he may be laid off with no further bumping rights with respect to said layoff. Any employee who has been down graded or laid off as a result of a reduction in forces shall be recalled to his former classification in accordance with his seniority.

Section 6. 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. 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.

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 (6) weeks 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 as 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 (1/2) 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 of 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

Section 1. The Employer agrees to provide full Blue Cross and Physician's Service coverage Plan U-100, Major Medical (\$1,000,000 maximum), chiropractic rider, medial emergency rider, and student rider to age twenty-five for all employees and their families, in accordance with the rules of Blue Cross. The Employer also agrees to provide such coverage on an individual basis for all employees who retire(d) after July 1, 1982 and receive(d) retirement benefits under the City of Providence retirement system, and their spouses or up to their attainment of age 65. Such retirees and their spouses shall be provided Plan 65 coverage for life upon the attainment of the age of 65. The Employer also agrees to furnish as an alternative to the foregoing, medical coverage under Rhode Island Group Health Association. The cost of either Blue Cross or Rhode Island Group Health as outlined above shall be borne solely by the Employer.

Should said member or any member of his family be eligible 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. Should a retired member, subsequent to retirement lose said alternate coverage, then the City will pick up full coverage under this section.

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 the 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.

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

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 \$5.76(effective January 1, 1991 - \$6.72) to the above-named Pension Fund, but not more than \$28.80 per week (effective January 1, 1991 - \$33.60) 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 \$5.04(effective January 1, 1991 - \$5.88) to the above-named Pension Fund, but not more than \$25.20 per week (effective January 1, 1991 - \$29.40) 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 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 ten cents (10¢) 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. Effective July 1, 1990, said contribution shall increase by five cents (5¢) per straight-time hour. Effective June 30, 1991, said contribution shall increase by five cents (5¢) per straight-time hour. Said Fund shall be administered by a Board of Trustees selected and appointed under the provision 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.

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 effective July 1, 1989, Twenty-Five (\$25.00) Dollars per month in addition to their present monthly allowance. Effective July 1, 1990 the aforementioned employees shall receive an additional Twenty-Five (\$25.00) Dollars per month to their then present 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.

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

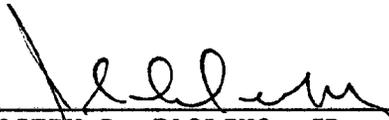
Section 1. The terms and conditions of this Agreement shall be effective July 1, 1989, and shall continue in full force and effect through June 30, 1991, and from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 1991, gives notice in writing to 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.

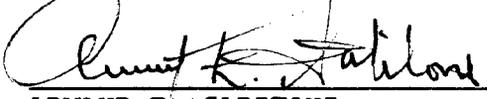
IN WITNESS WHEREOF, the parties herein have caused these presents to be signed by their duly authorized representatives on the 20 day of June, 1989

CITY OF PROVIDENCE
RHODE ISLAND



JOSEPH R. PAOLINO, JR..
Mayor of the City of Providence
Providence City Hall
Providence, RI 02903

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

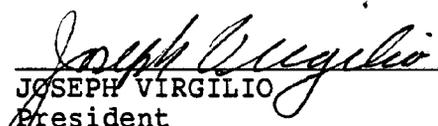


ARMAND E. SABITONI
Business Manager
226 South Main Street
Providence, RI 02903

LOCAL UNION 1033
Providence, Rhode Island



ARTHUR E. COIA,
General Secretary-Treasurer
Emeritus
226 South Main Street
Providence, RI 02903



JOSEPH VIRGILIO
President
226 South Main Street
Providence, RI 02903

SCHEDULE A

<u>POSITION</u>	<u>(Rates Per Hour)</u> <u>Effective</u>	
	<u>7/1/89</u>	<u>7/1/90</u>
Animal Handler (Mounted Police)	\$10.94	\$11.43
Assistant Master Mechanic-WSB	11.12	11.62
Automobile Driver	10.48	10.95
Bricklayer	10.46	10.93
Carpenter, Public Property	13.81	14.43
Building Custodian	9.43	9.85
Cement Finisher	10.61	11.09
Chief Water Meter Reader	11.34	11.85
Crossing Guard	11.38	11.89
Curbsetter	10.46	10.93
Electrician, Public Property	13.81	14.43
Equipment Maintenance Supervisor	10.97	11.46
Equipment Mechanic	10.95	11.44
Equipment Operator	10.37	10.84
Foreman	10.61	11.09
Foreman, Traffic Sign Maintenance	12.32	12.87
General Foreman	11.05	11.55
Heavy Equipment Operator	10.61	11.09
Laborer	10.25	10.71
Landscape Gardener	10.43	10.90
Lead Zookeeper	11.80	12.33
Maintenance Man II	10.35	10.82

Maintenance Man III	11.00	11.50
Maintenance Man III (Pool & Rec)	14.97	15.64
Mechanic	10.61	11.09
Meter Mechanic-WSB	10.97	11.46
Meter Reader I-WSB	10.61	11.09
Meter Reader II-WSB	10.97	11.46
Parking Checker	10.54	11.02
Parking Meter Maintenance Man I	10.31	10.78
Parking Meter Maintenance Man II	11.70	12.23
Public Works Inspector II	12.78	13.36
Traffic Sign Maint. Man Helper	10.97	11.46
Security Officer	10.97	11.46
Senior Equipment Mech-WSB	11.34	11.85
Senior Mechanic	10.97	11.46
Senior Mechanic (Fire)	10.89	11.38
Senior Security Officer	10.37	10.84
Sewer and Drain Inspector	10.46	10.93
Sewer Construction Worker	10.39	10.86
Sewer Equipment Operator	10.46	10.93
Stable Supervisor	12.84	13.42
Stationary Equipment Operator	10.39	10.86
Supervisor, Grounds Maintenance	15.68	16.38
Traffic Marker & Sign Man I	10.61	11.09
Traffic Sign Maint. Man	11.77	12.30
Traffic Signal Maint. Man II	14.97	15.65
Traffic Signal Maint Man Helper	10.97	11.46

Tree Trimmer	10.58	11.06
Water Plant Elect Repairman I	10.58	11.06
Water Plant Elect Repairman II	10.94	11.43
Water Plant Mechanic I	10.38	10.85
Water Plant Mechanic II	10.94	11.43
Water Systems Mechanic	10.94	11.43
Watershed Inspector	10.60	11.08
Watershed Mechanic I	10.38	10.85
Watershed Mechanic II	10.94	11.43
Welder	10.97	11.46
Zookeeper	11.06	11.56

SCHEDULE B

<u>POSITION</u>	Effective	
	7/1/89	- 7/1/90
Account Collector (WSB)	11	11
Accountant-DPD	17	17
Accountant I	10	10
Accountant II	12	12
Accountant III	15	15
Accountant III-DPD	28	28
Accounting Officer, JTPA	\$571.37	\$597.08
Accounts Payable Clerk	8	8
Accounts Payable Clerk I	8	8
Accounts Payable Clerk II	13	13
Accounts Payable Clerk III	15	15
Accounts Payable Clerk IV	17	17
Accounts Payable Supervisor	21	21
Admin. Aide-DPD	\$36,185.22	\$37,813.55
Admin. Aide for Supervisor of Specifications-DPD	\$458.84	\$479.49
Admin. Assistant - City Clerk	13	13
Admin. Assistant - City Controller	\$32,143.19	\$33,589.63
Assistant - Grounds Maint Svcs	20	20
Admin. Assistant - Human Relations	14	14
Admin. Assistant Finance	\$25,155.24	\$26,287.23
Admin. Assistant - DPD	\$26,550.29	\$27,745.05
Admin. Assistant - Public Property	500.88	523.42
Administrative - Coordinator	20	20

Appraiser	26	26
Assistant Chief-Fiscal Affairs-DPD	33	33
Assistant City Printer	16	16
Assistant Counter Clerk	\$19,161.12	\$20,023.37
Assistant Director Ground Maintenance	32	32
Assistant Director - Project Management and Construction	\$43,305.30	\$45,254.04
Assistant Director, Recreation	\$33,179.00	\$34,672.06
Asst. EEO Officer-DPD	\$542.28	\$612.86
Assistant Legal Secretary	\$423.90	\$467.52
Assistant Legal Secretary (Work Comp)	10	10
Assistant Lending Officer	15	15
Assistant Manager, Billing & Collections	\$26,654.11	\$27,853.54
Assistant Planner-DPD	16	16
Assistant Prosecution Coordinator	22	22
Assistant Supervisor - Engineering	32	32
Assistant Supervisor - Real Estate	32	32
Assistant Supervisor Structures and Zoning	22	22
Associate Engineer I	20	20
Associate Engineer II	24	24
Associate Engineer III	28	28
Associate Engineer IV	31	31
Associate Engineer - Planner	31	31
Associate Planner	18	18
Automotive Equipment Superintendent	19	19
Billing/Collection Assistant (WSB)	14	14
Building Inspector I	15	15

Building Inspector II	19	19
Building Inspector III	29	29
Business Relocation Officer	27	27
Carpenter - BC	\$22,042.85	\$23,034.78
Certificate Coordinator	16	16
Charwoman	\$295.54	\$308.84
Chief - Division of Maintenance and Repairs	21	21
Chief Appraiser	\$32,292.43	\$33,745.59
Chief Central Maintenance	32	32
Chief Clerk - City Clerk	17	17
Chief Clerk Collections - Water Section	12	12
Chief Clerk, Board of Canvassers	22	22
Chief Clerk, Board of Licenses	14	14
Chief Clerk, Tax Reverted Property	12	12
Chief Clerk, Treasury	12	12
Chief Family Relocation	35	35
Chief Information Processing	18	18
Chief Lending Officer	\$28,199.06	\$29,468.02
Chief Radio Engineer	\$44,700.00	\$46,711.50
Chief Park Planner	\$40,343.00	\$42,158.44
Chief Teller	14	14
Chief, Electrical Install	29	29
Chief, Mech Equipment-Installations	32	32
Chief, Plumbing, Drainage, Gas Pipe	\$38,775.47	\$40,520.36
Chief of Structures and Zoning	\$40,093.76	\$41,897.97

City Printer	23	23
Claims Examiner (Workers' Comp)	\$29,477.36	\$30,803.84
Clerical Aide	\$16,600.07	\$17,347.07
Clerical Assistant Chief Engineering	15	15
Clerk I	1	1
Clerk I - Purchasing	\$21,224.38	\$22,179.47
Clerk II	3	3
Clerk III	5	5
Clerk III - DPD	9	9
Clerk III - Purchasing	\$19,161.22	\$20,023.48
Clerk IV	9	9
Clerk Probate Court	21	21
Clerk Providence Municipal Court	22	22
Clerk Stenographer I	2	2
Clerk Stenographer II	4	4
Clerk Stenographer III	6	6
Clerk Typist I	1	1
Clerk Typist II	3	3
Crew Chief - Control Center	\$599.17	\$626.13
Collection Agent - Municipal Dock	20	20
Commercial & Industrial Clerk	\$21,423.84	\$22,387.99
Control Center Operator	\$426.08	\$445.25
Control Supervisor	12	12
Counter Clerk Collections	18	18
Court Clerk - Municipal Court	15	15
Court Clerk - Probate Court	15	15

Departmental Clerk	13	13
Deputy City Clerk First	\$35,011.68	\$36,587.21
Deputy City Clerk Second	24	24
Deputy Clerk Probate Court	17	21
Deputy Clerk Providence Municipal Court	21	21
Deputy Port Director	\$32,823.45	\$34,300.51
Deputy Recorder	\$31,925.18	\$33,361.81
Deputy Director Traffic Engineering	\$35,268.75	\$36,855.84
Detention Officer	\$17,971.73	\$18,780.46
Director, Fiscal - DPD	\$32,593.32	\$34,060.02
Director, Greenhouses	30	30
Dispatcher, Dept. of Public Works-BC	\$489.51	\$511.54
Dispatcher, WSB - BC	\$489.51	\$511.54
Distribution Clerical Assistant	14	14
Dog Officer	24	24
Draftsman	9	9
Draftsman-WSB	12	12
Draftsman-Assessors Real Estate	26	26
Electrical Inspector II	19	19
Electrical Inspector III	22	22
Eligibility Officer JTPA	\$571.37	\$597.08
Engineer's Associate	22	22
Engineering Aide III	19	19
Fallout Shelter Coordinator	21	21
Federal Programs Supervisor	16	16

Field Inspector	22	22
Financial Clerk-DPD	\$435.52	\$455.12
Fire Alarm Technician-BC	\$28,421.14	\$29,700.09
Fire Department Dispatcher (2)	\$549.70	\$574.44
Fire Equipment Person	\$23,555.35	\$24,615.34
First Deputy City Sealer	12	12
First Deputy City Sergeant	9	9
First Deputy City Weigher	10	10
Fiscal Officer	24	24
Fiscal Rehabilitation Investigator	25	25
Foreman Cable Crew (3) - BC	\$620.27	\$648.18
Foreman Line Crew (3) - BC	\$620.27	\$648.18
Foreman Traffic Engineering - BC	\$30,819.39	\$32,206.26
Fuel Allocation Supervisor	\$27,855.07	\$29,108.55
Gas Pump Operator	\$416.37	\$435.11
Horticultural Supervisor	\$27,453.06	\$28,688.45
Human Resource Specialist	15	15
Information Aide	17	17
Information Specialist	20	20
Inspector Public Properties (OSHA)	31	31
Intake Clerk I JTPA	\$403.52	\$421.68
Intake Clerk II JTPA	\$435.94	\$455.56
Inventory Control Supervisor	18	18
Job Developer JTPA	\$571.37	\$597.08
Junior Chemist I - WSB	14	14
Junior Chemist II - WSB	16	16

Laboratory Technician II - WSB	12	12
Land Records Clerk I	7	7
Land Records Clerk II	8	8
Land Records Clerk III	10	10
Legal Research Assistant	\$24,409.71	\$25,508.15
Legal Secretary-Law Department	16	16
Legal Secretary-DPD	15	15
License Board Clerk	\$409.36	\$427.78
Licensed Electrician-BC	\$447.13	\$467.25
Mail Room Supervisor	21	21
Maintenance Repair Construction Coordinator	\$27,012.94	\$28,228.52
Management Officer	\$31,582.72	\$33,003.94
Manifest Clerk-Port	20	20
Mechanical Equipment Inspector II	19	19
Mechanical Equipment Inspector III	22	22
Medical Health Plan Administrator	19	19
Motor Pool & Inventory Manager	19	19
Office Manager - Park Programming Services	12	12
Offset Pressman-BC	11	11
Operations Clerk-WSB	13	13
Operations Inspector I-WSB	11	11
Operations Inspector II-WSB	13	13
Paralegal I	11	11
Payroll Clerk I	6	6
Payroll Clerk II	13	13
Payroll/Personnel Assistant-WSB	14	14

Personal Secretary-DPD	15	15
Personal Secretary - Commissioner of Public Safety	15	15
Personal Secretary to Director-DPD	15	15
Personal Secretary to Director- Public Property	20	20
Personnel Clerk I	13	13
Personnel Clerk II	14	14
Personnel Clerk I/Personnel	\$19,373.30	\$20,245.09
Personnel Technician	\$25,155.62	\$26,287.62
Plan Estimator	32	32
Plumbing Inspector II	19	19
Plumbing Inspector III	22	22
Police Department-Dispatcher	\$549.70	\$574.44
Port Security Officer	9	9
Principal Chemist	\$29,019.34	\$30,325.21
Principal Planner	30	30
Printer's Helper	\$15,925.91	\$16,642.58
Program Evaluator	\$27,201.73	\$28,425.81
Project Supervisor-DPD	27	27
Project Supervisor, Code Enforcement	27	27
Public Grounds Inspector	21	21
Public Property Analyst	\$27,854.91	\$29,108.38
Public Works Inspector I-BC	6	6
Purchasing Agent-DPD	13	13
Purchasing Agent I	\$22,412.52	\$23,421.08
Purchasing Agent II	\$25,592.70	\$26,744.37
Purchasing Clerk-WSB	13	13

Radio Engineer	\$34,485.00	\$36,036.83
Radio Repair Technician (1)-BC	\$546.55	\$571.14
Reader of Deeds	17	17
Real Estate Aide II	20	20
Real Estate Appraiser	24	24
Recording Secretary, Board of Review	12	12
Receptionist, DPD	5	5
Records Bureau Clerk	15	15
Rehabilitation Specialist - DIS	27	27
Rehabilitation Specialist - DPD	27	27
Rehabilitation Specialist	23	23
Renewal Inspector I	12	12
Renewal Inspector II	15	15
Renewal Inspector III	19	19
Research Assistant	20	20
Retirement Division Clerk	\$420.38	\$439.30
Scheduling/Dispatcher-WSB	\$461.96	\$482.75
Secretary -		
Administrative Assistant - City Council	\$26,258.76	\$27,440.40
Secretary II JTPA	\$435.94	\$455.56
Secretary to Assessor	\$38,684.54	\$40,404.44
Secretary to Deputy Director-DPD	14	14
Secretary to Treasurer	19	19
Secretary, Review Boards	\$40,433.00	\$42,252.49
Secretary, Admin.-Public Works	12	12
Secretary/Port	\$24,584.76	\$25,691.08
Secretary - DPD	15	15

Senior Accountant	18	18
Senior Accounts Payable Clerk	-	-
Senior Appraiser	24	24
Senior Clerk-Assessor's	17	17
Senior Draftsman-DPD	19	19
Senior Planner	26	26
Senior Research Assistant	29	29
Shop Supervisor	\$592.84	\$619.52
Shop Supervisor, Mechanics-BC	18	18
Statistical Tracking Clerk-JTPA	\$435.94	\$455.56
Stenographic Reporter, City Clerk	11	11
Stenographic Reporter, City Council	17	17
Stock Room Clerk-BC	\$425.13	\$444.26
Stone Cutter-BC	\$443.74	\$463.71
Street Cleaning Foreman-BC	\$488.86	\$510.86
Supervisor-Engineering & Building Maintenance	31	31
Supervisor - Engineering & Planning	\$38,775.77	\$40,250.68
Supervisor - Graphics	32	32
Supervisor - Structures and Zoning	24	24
Supervisor - Personal Property Tax	18	18
Supervisor - Property Tax Real Estate	21	21
Supervisor, Comprehensive Planning	32	32
Supervisor General Maintenance	29	29
Supervisor Inspections	32	32
Supervisor - Business Relocation and Property Management	29	29

Supervisor of Land Acquisition	35	35
Supervisor of Landscaping	15	15
Supervisor of Election Material	13	13
Supervisor-Registration (Board of Canvas)	13	13
Supervisor of Verification	31	31
Supervisor Payroll	24	24
Supervisor Program Specialists	31	31
Supervisor Project Planning	32	32
Supervisor Real Estate	\$43,304.79	\$45,253.50
Supervisor Traffic Planning	\$37,203.19	\$38,877.33
Supervisor Urban Forestry Operations	\$33,453.00	\$34,958.39
Supervisor, Code Enforcement	31	31
Supervisor, Engineering	35	35
Supervisor, Rehabilitation Services	31	31
Switchboard Operator I	4	4
Switchboard Operator II	5	5
Telephone Technician	\$30,684.00	\$32,064.78
Teller	12	12
Testing Officer JTPA	\$571.37	\$597.08
Traffic Bureau Legal Clerk	\$440.00	\$495.29
Traffic Signal Maintenance Foreman-BC	\$736.34	\$769.47
Traffic Systems Analyst	18	18
Training Officer JTPA	\$571.37	\$597.08
Verification Specialist	\$32,691.73	\$34,162.86
Water Supply Board Clerk	11	11
Zoning Assistant	19	19

- (1) Notwithstanding the above schedule, it is agreed that Radio Repair Technicians and Fire Alarm Technicians are to receive parity with the salary of a Firefighter.
- (2) Notwithstanding the above schedule, it is agreed that Fire Department Dispatchers are to be paid a salary which shall be computed between one-half (1/2) of the difference between a Firefighter's salary and what their salary would have been based on the usual annual increments in this contract.
- (3) Notwithstanding the above schedule, it is agreed that the Foreman of the Line Crew and the Foreman of the Cable Crew are to receive parity with the salary of a Fire Department Lieutenant.

1802L/41

SCHEDULE "C"
EFFECTIVE JULY 1, 1989

GRADE STEP	1st	2nd	3rd	4th	5th	ANNUAL SALARY RANGE	
1	308.29	311.03	313.77	319.23	323.35	16,030.94	16,813.67
2	315.14	319.23	321.97	327.45	331.54	16,386.56	17,240.17
3	323.35	326.09	328.80	334.28	338.39	16,813.66	17,595.80
4	331.54	334.28	337.02	341.12	346.60	17,240.17	18,022.90
5	338.39	341.12	344.84	349.34	353.43	17,595.79	18,378.51
6	346.60	349.34	352.08	357.55	361.65	18,022.90	18,805.63
7	353.43	357.55	360.28	364.39	368.49	18,378.51	19,161.24
8	361.65	364.39	367.12	372.59	376.71	18,805.62	19,588.34
9	368.49	373.97	379.43	384.91	391.74	19,161.23	20,370.47
10	376.71	380.80	386.28	393.12	399.96	19,588.34	20,797.57
11	383.54	389.08	394.48	401.32	408.16	19,943.96	21,224.08
12	391.74	397.22	402.70	408.16	415.12	20,370.47	21,586.26
13	399.96	404.05	409.53	415.12	423.91	20,797.57	22,043.14
14	408.16	415.12	423.91	431.79	440.00	21,224.08	22,880.07
15	415.12	423.91	430.53	440.00	447.39	21,586.25	23,264.29
16	423.91	431.22	440.00	447.39	456.76	22,043.14	23,751.55
17	431.79	440.00	447.39	456.76	464.60	22,452.96	24,158.99
18	440.00	447.39	456.76	464.60	473.96	22,880.07	24,645.67
19	447.39	456.76	464.60	473.96	483.41	23,264.28	25,137.10
20	456.76	464.60	473.96	483.41	491.61	23,751.54	25,563.61
21	464.60	475.57	486.56	496.60	511.55	24,158.99	26,600.69
22	473.96	484.95	494.97	507.70	523.11	24,645.67	27,201.73
23	483.41	493.20	505.85	516.12	532.76	25,137.10	27,703.29
24	492.33	502.01	519.27	528.87	542.29	25,600.54	28,198.90
25	499.11	517.35	538.52	549.93	565.27	25,953.18	29,393.84
26	514.90	526.88	540.38	561.50	574.90	26,774.62	29,894.80
27	523.11	536.53	557.64	571.13	586.48	27,201.73	30,496.44
28	532.76	551.93	563.42	576.83	597.94	27,703.28	31,092.72
29	542.29	565.27	586.48	607.51	628.69	28,198.90	32,691.51
30	565.27	588.31	607.51	628.69	649.74	29,393.83	33,786.38
31	574.90	597.94	617.14	638.25	663.22	29,894.80	34,487.49
32	597.94	617.14	638.25	659.38	682.42	31,092.71	35,485.85
33	617.14	638.24	661.90	682.42	703.46	32,091.07	36,579.52
34	638.25	663.22	682.42	703.46	724.65	33,188.91	37,681.52
35	659.04	682.42	703.46	724.65	745.69	34,270.06	38,775.20

SCHEDULE "C"
EFFECTIVE JULY 1, 1990

GRADE STEP	1st	2nd	3rd	4th	5th	ANNUAL SALARY RANGE	
1	322.16	325.03	327.89	333.60	337.90	16,752.33	17,570.28
2	329.32	333.60	336.46	342.19	346.46	17,123.97	18,015.98
3	337.90	340.76	343.60	349.32	353.62	17,570.28	18,387.61
4	346.46	349.32	352.19	356.47	362.20	18,015.98	18,833.93
5	353.62	356.47	360.36	365.06	369.33	18,387.61	19,205.54
6	362.20	365.06	367.92	373.64	377.92	18,833.93	19,651.88
7	369.33	373.64	376.49	380.79	385.07	19,205.54	20,023.50
8	377.92	380.79	383.64	389.36	393.66	19,651.88	20,469.82
9	385.07	390.80	396.50	402.23	409.37	20,023.50	21,287.14
10	393.66	397.94	403.66	410.81	417.96	20,469.82	21,733.46
11	400.80	406.59	412.23	419.38	426.53	20,841.45	22,179.16
12	409.37	415.09	420.82	426.53	433.80	21,287.14	22,557.64
13	417.96	422.23	427.96	433.80	442.99	21,733.46	23,035.08
14	426.53	433.80	442.99	451.22	459.80	22,179.16	23,909.67
15	433.80	442.99	449.90	459.80	467.52	22,557.64	24,311.18
16	442.99	450.62	459.80	467.52	477.31	23,035.08	24,820.37
17	451.22	459.80	467.52	477.31	485.51	23,463.35	25,246.14
18	459.80	467.52	477.31	485.51	495.29	23,909.67	25,754.72
19	467.52	477.31	485.51	495.29	505.16	24,311.18	26,268.27
20	477.31	485.51	495.29	505.16	513.73	24,820.37	26,713.97
21	485.51	496.97	508.45	518.95	534.57	25,246.14	27,797.72
22	495.29	506.77	517.24	530.55	546.65	25,754.72	28,425.81
23	505.16	515.39	528.61	539.35	556.73	26,268.27	28,949.94
24	514.48	524.60	542.64	552.67	566.69	26,752.56	29,467.85
25	521.57	540.63	562.75	574.68	590.71	27,121.08	30,716.56
26	538.07	550.59	564.70	586.77	600.77	27,979.49	31,240.07
27	546.65	560.67	582.73	596.83	612.87	28,425.81	31,868.78
28	556.73	576.77	588.77	602.79	624.85	28,949.94	32,491.89
29	566.69	590.71	612.87	634.85	656.98	29,467.85	34,162.63
30	590.71	614.78	634.85	656.98	678.98	30,716.56	35,306.77
31	600.77	624.85	644.91	666.97	693.06	31,240.07	36,039.43
32	624.85	644.91	666.97	689.05	713.13	32,491.89	37,082.71
33	644.91	666.96	691.69	713.13	735.12	33,535.18	38,225.60
34	666.97	693.06	713.13	735.12	757.26	34,681.63	39,377.19
35	688.70	713.13	735.12	757.26	779.25	35,812.22	40,520.08