THE CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 654

Approved October 22, 1999

RESOLUTION, together with accompanying copy of Collective Bargaining Agreement by and between the City of Providence and the Rhode Island Laborers' District Council on behalf of Local Union 1033, Laborers' International Union of North America (L.I.U.N.A.), with an effective term of July 1, 1999 to June 30, 2001.

IN CITY COUNCIL
OCT 21 1999
READ AND PASSED

PRES.

CLERK

APPROVED
OCT 22 1999

MAYOR

THE COMMITTEE ON
FINANCE
Approves Passage of
The Within Resolution

Clerk

Mayor of Providence
Vincent A. Cianci, Jr

September 8, 1999

The Honorable
The Members of the City Council
City of Providence
City Hall
Providence, Rhode Island 02903

Dear Honorable Members:

Pursuant to Section 17-27 of the Code of Ordinances, I herein transmit and request ratification of the Collective Bargaining Agreement by and between the City of Providence and the Rhode Island Laborers' District Council on behalf of Local Union 1033, L.I.U.N.A., with an effective term of July 1, 1999 to June 30, 2001.

Respectfully submitted,

VINCENT A. CIANCI, JR.
Mayor of Providence

City of Providence, Rhode Island 02903
Phone (401) 421-7740 Fax (401) 274-8240

FILED

SEP 8 4 00 PM '99

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

TENTATIVE AGREEMENT

ENTERED into this 8th day of September, 1999, by and between the CITY OF PROVIDENCE and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of LOCAL UNION 1033 pursuant to Article XXVII and Article XXIX of the parties' Agreement effective July 1, 1996 to June 30, 1999;

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, 1999 to June 30, 2001; and

WHEREAS, the parties hereto desire to codify their AGREEMENT and 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 Service Employees' Local Union 1033 of the Laborers' International Union of North America, effective July 1, 1996 to June 30, 1999" 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, 1999 to June 30, 2001, except as expressly modified herein.

2. Article VI - Economic Package - The economic increases shall be as follows and as provided for in the below paragraphs:

A. Effective January 1, 2000, an amount equal to an across-the-board wage increase for all bargaining unit employees of 3.25% (over the December 31, 1999, rate).

B. Effective July 1, 2000, an amount equal to an across-the-board wage increase for all bargaining unit employees of 3.75% (over the June 30, 2000, rate).

C. In addition to (A) above, effective January 1, 2000, all individuals who possess a CDL and who are assigned to a classification with a wage rate less than the EQUIPMENT OPERATOR wage rate and who agree to work reasonable hours, including overtime, in Snow and Ice removal operations shall receive a stipend of $.25 per hour for all hours worked or paid for in a classification with a wage rate less than the EQUIPMENT OPERATOR wage rate. This stipend is conditioned on maintaining a valid CDL.

3. Article XIX - Dental Benefits - The parties hereto agree that the City may, at its option and with 30 days' notice to all employees, convert the Dental Plan to a Dental Plan with a benefit level equivalent to the existing level.

4. Article XX - Prescription, Vision and Wellness Benefits -
   A. Effective July 1, 1999, the employer's contribution to the Rhode Island Public Employees' Health Services Fund shall be 73¢ per hour, per employee, including Wellness contributions. This contribution represents an increase of 5¢ per hour, per employee.
   B. Effective July 1, 2000, the employer's contribution to the Rhode Island Public Employees' Health Services Fund shall be 78¢ per hour, per employee, including Wellness contributions. This contribution represents an increase of 5¢ per hour, per employee.

5. Article XXII - LIUNA Pension Fund - Section 1
   A. Effective July 1, 1999, the employer's contribution to the LIUNA National (Industrial) Pension Fund shall be $7.20 per day, per forty (40) hour employee and $6.30 per day, per thirty-five (35) hour employee. This contribution represents an increase of 6¢ per hour, per employee.
   B. Effective July 1, 2000, the employer's contribution to the LIUNA National (Industrial) Pension Fund shall be $7.68 per day, per forty (40) hour employee and $6.72 per day, per thirty-five (35) hour employee. This contribution represents an increase of 6¢ per hour, per employee.

6. Article VII - Longevity Pay - New Employees hired into permanent bargaining unit positions following ratification of this Agreement by the City Council shall receive the following longevity benefit:

Year of Service	Annual Percentage Amount
7	4%
12	5%
17	6%
20	7%

7. Article IV - Hours of Work and Overtime -

A. Bargaining Unit members, excluding employees assigned to the Providence Police Control Center and Fire Dispatchers, assigned to a less than forty hour work week, may elect to take compensatory time in lieu of cash for the hours worked or credited beyond thirty- five (35) and up to forty (40) in a given workweek. Hours worked or credited beyond forty (40) in a given workweek shall be paid for at the overtime rate. Compensatory time shall be credited to the affected employee at the rate of one and one-half (1.5) times such hours worked or credited in excess of the employee's regular workweek up to a maximum of 7.5 hours of compensatory time in any one week. The discharge of such compensatory time must be scheduled and approved in advance by the employee's Department Director. The accumulation of such compensatory time, to a maximum of thirty-five (35) hours, cannot be carried over from one contract year to another unless the employee is denied reasonable opportunities to discharge said time prior to the end of the contract year. Requests to Discharge compensatory time during the time period of November 15 to January 5 must be submitted in writing by October 15. The City of Providence retains the option of reopening negotiations in the month of September, 2000, for the exclusive purpose of seeking an increase in the maximum accrual of compensatory time per contract year.

B. Employees who discharge leave of any type that equals 50% of the employee's regular workweek shall not be offered or be eligible for overtime during that workweek unless the entire list, including agreed to alternate lists, of eligible employees is exhausted. Said employee shall remain in the existing location on the overtime list and become eligible the following workweek for any overtime unless the employee's absence disqualifies him/her under this section.

8. Article XVIII - Health and Welfare - Section 1 (add);
Age 65 coverage shall be Plan 65 or, at the option of the retiree, a Medicare approved HMO, i.e., BlueCHip for Medicare or First Seniority.

Upon presentation of proof of alternative health care coverage pursuant to a non-City paid plan satisfactory to the Employee's Benefit Coordinator, employees eligible for paid City Blue or Harvard Health Care insurance and Dental Benefits under this Agreement (benefits provided to active employees under Article XVIII and Article XIX) may choose not to be covered under the City's group health insurance policies. Eligible employees enrolled in a family plan making this choice shall receive $1,500.00 for each full contract year in which they are not

covered for family coverage and for those dropping individual coverage, the compensation shall be $750.00 for each full contract year of non-coverage by a City plan. The parties understand and agree that employees whose spouses are employed by the City and those who have chosen not to be covered by City policies shall not be eligible for this benefit. For each year in which the employee opts out under this Section, he/she shall receive no coverage pursuant to this Article, except that employees may opt back into the Plan in the event of a Major Life Event causing loss of alternative and equivalent coverage, such as death or loss of employment of a spouse. Proof of loss of said alternative coverage or equivalent coverage may be required by the City before the employee is re-enrolled. Payments to employees under this provision shall be made at the end of each year, in arrears for the period of October to September with payment made in September. If an employee has opted back into City coverage during the course of a contract year, he/she shall not be entitled to any payment under this Section for that year.

9. Article VIII Section 1 - Shift Differential - Effective January 1, 2000, increase to 50¢ per hour, $20.00 per week. Effective July 1, 2000, increase to 75¢ per hour, $30.00 per week.

9. Article XI - Holidays -

(add) Effective upon ratification, One (1) Personal Day and effective July 1, 2000 Two (2) Personal Days which shall be deducted from accrued sick leave.
(add) Easter Sunday- only for employees who actually work on said day.
(Delete) holiday shopping day.

11. Article XII - Vacation Leave -

Section 6. (amend) to allow discharge of ½ day vacation leave.

12. Article XIII - Sick Leave -

Section 5. (amend) lump sum as follows:

25%	up to 50 days
50%	over 50 days

13. Article XV - Bereavement Leave -

Include within the definition of "immediate family" domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family.

14. Article IV - Hours of Work and Overtime - Section 7 (add) 90 degrees, Department Directors have the option to call the outside workforce in to air-conditioned working environment prior to reaching 90 degrees and the 90-degree dismissal and overtime provision shall not apply to individuals relocated to an air conditioned office prior to the temperature reaching 90 degrees.

15. Retirement- Following adoption and implementation by the City of Providence of a Pension Funding Plan so as to provide the Employees' Retirement System of the City of Providence with an unfunded liability of no greater than 25% within five years, the parties agree that employees hired thereafter may be enrolled in an alternate retirement vehicle, agreed to by the parties hereto with employee and employer funding at an equal amount as employee funding to the Employees' Retirement System of the City of Providence.

16. Article IV - Hours of Work and Overtime - Notwithstanding any provision to the contrary, the City shall have the option of maintaining an alternate workweek of Tuesday to Saturday for a maximum of 14 individuals, of which no greater than three shall be from DPW, three from Zoo, three from Grounds Maintenance, and two from Traffic Engineering. The complement of Water Meter Readers working an alternate workweek shall not count toward this maximum number of 14. Individuals assigned to the alternate workweek shall receive regular wages plus $1.00 per hour for all hours worked or credited. The City shall first post this opportunity and award said positions to the senior bidder in the classification assigned to the alternate workweek, then to the senior bidder in the department, then the senior bidder citywide. If no bidders, then the City shall offer this opportunity to Temporary employees per Article I.

17. Article II - Union Security and Dues Deduction - (add) In addition, the City shall deduct the sum of two cents ($.02) per hour for each hour worked or paid for from the pay of those employees who so authorize on a voluntary basis to the Rhode Island Public Employees' Political Action Committee (RIPEPAC), created by the Union in accordance with Title 25 Chapter 17, RIGL, as a voluntary contribution.
Such deduction, if authorized by the employee, shall be made from the employee's pay on each regularly scheduled pay day and shall be remitted to the RIPEPAC monthly and by the 15th day of each month based upon the previous month's payroll. Authorization is granted by the employee's execution of the form attached to this Agreement as Exhibit A.

The Union shall indemnify and hold harmless the City for any and all claims, liabilities and external costs incurred by the City as a result of the City's compliance with this provision. (This provision shall become null and void should the Rhode Island Ethics Commission issue an advisory opinion declaring that this provision violates any provision of the State's Code of Ethics.)

18. Article XXVI - Protective Clothing, Bulletin Boards, Safety, Automobile Allowance and Compensation -

Section 6: Effective January 1, 2000, the Employer, at its option, shall either (1) provide an annual clothing and maintenance allowance of $450.00 to all permanent Park Rangers, Parking Enforcement Officers, and Crossing Guards, along with an initial issue of uniforms and in-kind replacement as needed; or (2) provide said employees with uniforms and be responsible for cleaning/maintaining said uniforms for the employees. If the employer selects the payment option, payment shall be made to the employees in the above identified positions no later than July 1 following the employee's assignment to the position and every year thereafter as long as the employee remains in the designated position. Should the employer select Option 2, then the employer will be responsible for providing each employee within the designated position with sufficient uniforms. Said election shall be made no later than November 30, 1999. In addition, the Employer will be responsible for having the employee's uniforms cleaned and will replace all uniforms damaged during the course of normal usage by the employee. Damage to uniforms caused by usage not associated with normal wearing of the uniform will be the employee's responsibility to repair.

19. Article XXVI, Section 3 (add) A Local Union 1033/City of Providence Safety Committee shall be appointed, composed of three (3) representatives selected by the Union, two (2) representatives selected by the City Administration, and one (1) representative selected by the City Council. The Committee shall meet at least quarterly and report recommendations and findings to their respective appointing authorities.

20. Article XXI Life Insurance (delete).

21. Article XXIX - Duration of Agreement - Section 1 - The terms and conditions of this Agreement shall be effective July 1, 1999, and shall continue in full force and effect through June 30, 2001, and from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 2001, gives notice in writing to the other party of its intention to

22. 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.

CITY OF PROVIDENCE
BY,

VINCENT A. CIANCI, JR.
MAYOR

WITNESS:

RHODE ISLAND LABORERS'
DISTRICT COUNCIL, BY

RONALD M. COIA
BUSINESS MANAGER

LOCAL UNION 1033, BY

DONALD S. IANNAZZI, ESQ.
BUSINESS MANAGER

VICKI A. VIRGILIO
PRESIDENT

RHODE ISLAND LABORERS' PUBLIC EMPLOYEES

POLITICAL ACTION COMMITTEEE DEDUCTION

I further authorize the Employer to deduct the sum of two cents ($.02) per hour for each hour worked as a voluntary contribution to the Rhode Island Laborers' Public Employees Political Action Committee (RILPEPAC), which I understand constitutes a separate aggregate fund used for the purposes allowed under the provisions of the Rhode Island law.

Such deductions shall be made from my earned pay on each regularly scheduled pay day and shall be remitted to the designated depository at the same time and along with the Health, Pension, Annuity and Training Fund contributions.

This authorization shall become operative upon the date of each collective bargaining agreement entered into between my employer and the Union on _____, whichever is sooner and shall be irrevocable for a period of one (1) year, or until termination of the collective bargaining agreement in existence between my employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or between my employer and the Union, whichever shall be shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my employer and the Union, whichever occurs sooner. For the effective period of this checkoff authorization and assignment, I hereby waive any right I may have to resign my union membership. Furthermore, this checkoff authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union. Notwithstanding the foregoing, the two ($.02) cents per hour authorization for contribution to the RILPEPAC is subject to revocation at any time.

The above revocation must be in writing, bear the date and my signature, and be delivered to the officers of the Local Union of which I am a member and to the Employer with when I am then currently employed.

Dues, contributions or gifts to the Local Union are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Local Union, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

_____ _____

Employee Social Security Number

_____

Address City or Town State

IN CITY COUNCIL
SEP 23 1999
Received and Referred
to the Committee on Finance

Michael R. Clement CLERK

THE COMMITTEE ON
Finance
Recommends Continued
Claire A. Bertrand Clerk
Sept. 29, 1999
Oct. 12, 1999 - Public Hearing