

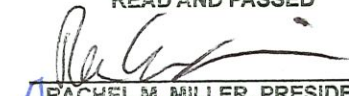
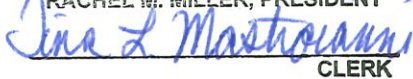
RESOLUTION OF THE CITY COUNCIL

No. 298

Approved July 2, 2025

RESOLVED, That the accompanying copy of the Collective Bargaining Agreement by and 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, AFL-CIO for the period of July 1, 2025 through June 30, 2028, is hereby approved and ratified by the Providence City Council.

IN CITY COUNCIL
JUN 26 2025
READ AND PASSED


RACHEL M. MILLER, PRESIDENT

CLERK

I HEREBY APPROVE.



Mayor

Date: 7/2/25



Mayor of Providence

Brett P. Smiley

May 5th, 2025

HAND-DELIVERED

Honorable Council President
Rachel Miller
Providence City Council
Providence City Hall
Providence, RI 02903

RE: City Local 1033 Agreement

Dear Council President Miller:

Enclosed with this correspondence please find the tentative agreement by and between the City of Providence, Rhode Island and the Rhode Island Laborers' District Council on behalf of Public Employees' Local Union 1033 of the Laborers' International Union of North America, AFL-CIO for the period of July 1, 2025, through June 30, 2028.

I hereby submit the enclosed tentative agreement to the Providence City Council for ratification.

Sincerely,

Brett P. Smiley
Mayor

Enclosure

City Hall, 25 Dorrance Street, Providence, RI 02903
Phone (401) 421-2489 Fax (401) 274-8240

TENTATIVE AGREEMENT (FINAL)

ENTERED into this 2nd day of May 2025, by and between the CITY OF PROVIDENCE and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of LOCAL UNION 1033 pursuant to Article XXV and Article XXVII of the parties' Agreement effective July 1, 2022 to June 30, 2025;

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, 2025 to June 30, 2028; 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 Employees' Local Union 1033 of the Laborers' International Union of North America, effective July 1, 2022 to June 30, 2025" 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, 2025 to June 30, 2028 except as expressly modified herein.

2. Article I – Union Recognition

Section 2(b): (delete existing language and replace with following): A seasonal employee is defined as an employee who is hired into a position for which the customary annual employment is six (6) months or less. Seasonal employees shall not perform bargaining unit work of any nature whatsoever. In no event shall the use of any seasonal employee displace or otherwise affect a member of the bargaining unit.

3. Article IV – Hours of Work and Overtime

Section 4(c): The term "reasonable amount of overtime" shall mean that overtime assignments shall not exceed eight (8) additional hours of work following or preceding a full regular work shift or 20 additional hours in a work week. This provision shall not apply to a declaration of a state of emergency or an emergency situation as determined by the City's Chief Operating Officer.

4. Article VI – Salaries and Hourly Rate Schedule

Section 1: The economic increases shall be as follows and as provided for in the below

paragraphs:

- a. No later than June 27, 2025, the City shall pay to each bargaining unit member who is on the City payroll as of June 20, 2025 the sum of one thousand dollars (\$1,000) less all required tax deductions, in a check separate and apart from any normal bi-weekly payroll check as a one-time payment and said payment shall not be subject to retirement system contributions or considered as a wage adjustment for any statutory or contract purpose or otherwise affect the individuals base for computing other increases.
- b. Effective July 1, 2025, an amount equal to an across-the-board wage increase for all bargaining unit employees of two and three quarters percent (2.75%), over the June 30, 2025 rate.
- c. Effective July 1, 2026, an amount equal to an across-the-board wage increase for all bargaining unit employees of three and one half per cent (3.5%), over the June 30, 2026 rate.
- d. Effective July 1, 2027, an amount equal to an across-the-board wage increase for all bargaining unit employees of five percent (5%), over the June 30, 2027 rate.
- e. CDL stipend increased to seventy-five cents (\$.75) per hour and add the following language: Employees receiving the CDL stipend must commit to working out of rank 'Equipment Operator' assignments made by the Employer. Any employee who does not accept three (3) or more of said assignments shall no longer qualify for the CDL stipend. Employees shall not be offered said out of rank assignments during workdays in which they are discharging leave. Add language to all other stipends under CBA/job descriptions.
- f. The parties agree to conduct a wage study, utilizing a mutually agreed-upon third party consultant, to analyze the prevailing wage rates for comparable positions in the relevant geographical market. The selection of the third-party consultant shall be made no later than December 15, 2025. The study will include a review of job descriptions, compensation data, and market trends, with the results to be used as a basis for future wage negotiations, with all data and findings shared with the parties no later than December 14, 2026.
- g. The parties shall meet and confer no later than December 1, 2025 for the purpose of publishing said expanded salary grades and/or steps for positions identified in the Wage Study and said product shall become operative on July 1, 2027.

5. Article VIII – Shift Differentials

Section 1: Shift Differential increased to One Dollar (\$1.00) per hour.

6. Article IX – Seniority and Promotion

Section 8: (delete existing language and replace with the following): When the City proposes to discipline an employee, except for counseling, oral reprimand or written reprimand, the following procedures will apply:

- A. The employee will be given a prompt hearing. When necessary, at the discretion of the City, and depending on the nature of the charges, the employee will be placed on administrative leave with pay for a period of five (5) working days during which time the City shall conduct a hearing.
- B. If the City requires additional time beyond the five (5) working days administrative leave with pay to conduct the hearing, the employee shall remain on administrative leave with pay until the hearing is conducted.
- C. If the Union requires additional time beyond the original five (5) working days administrative leave with pay period to prepare for the hearing, the employee shall be placed on leave without pay after this period and until the hearing is conducted, at which time the employee shall be placed back on administrative leave with pay.
- D. The employee shall remain on administrative leave with pay until such time as the City notifies the Union as to the disposition of the hearing.

7. Article X – Filling of Vacancies

Section 5: (delete existing language and replace with following); The successful bidder shall be given a trial period of up to sixty (60) working days and if he/she is not deemed qualified for the position during said period, he/she shall be restored to his/her former job and position; provided, however, that should the successful bidder receive two (2) or more notices of deficient performance and said notices identify with specificity all deficiencies with a notice of remedial training, the trial period may, at the discretion of the City, be extended to ninety (90) working days.

8. Article XV – Bereavement Leave

(delete sections 1, 2 and 3 and replace with following): When a death occurs in an employee's immediate family (as defined below), all bargaining unit employees may take up to five (5) days off with pay for the purpose of bereavement. The Department of People and Culture may require verification of death and family relation and said proof may include funeral home records, governmental records or an affidavit. Presentation and review of said proof shall be conducted in a confidential manner.

Additionally, all bargaining unit members may take up to two (2) days off with pay following the death of a non-immediate extended family member. For the purposes of this section, an “immediate family member” shall be defined as the employee’s spouse, domestic partner, parents (to include stepparents, foster parents, parents-in-law, and domestic partner’s parents), grandparents, siblings, children, children of a domestic partner, stepchildren, adopted children, children for whom the employee has paternal responsibility, grandchildren, and in some cases may include extended family members who are domiciled in the employee’s home.

For the purposes of this section, a non-immediate “extended family member” shall be defined as any other non-immediate family member, such as an aunt, uncle or cousin.

Paid time off may be granted in the case of persons with non-familial relationships to the employee, such as colleagues, friends, or other categories of relation. These may be eligible for bereavement and/or other paid time off in the form of vacation, floating holiday, or personal time, at the sole discretion of the Department of People and Culture in consultation with the employee’s department, provided that notice is given as soon as possible. Such requests shall not be unreasonably denied.

Additional time off shall also be granted depending on the circumstances such as distance or the employee’s personal responsibility for funeral arrangements.

9. Article XVIII – Health and Welfare

- a) Clarifying language - Employees shall not be required to contribute toward their deductible until they have exhausted their allocated HRA funds.
- b) Add - ACUPUNCTURE CARE (15 treatments per year total In and Out of Network)
In Network- Office visits \$30. co-payment; Out of Network- Office visits \$30. co-payment then coverage at 80% of the In Network allowance after an annual deductible.
- c) HRA - Benefit Levels \$750/\$1500 pre-2019; \$350/\$750 post 2019*

| d) Annual Co Share | FY 26 | FY 27 | FY 28 |
|-----------------------|------------|------------|------------|
| Three Tier Individual | \$1,445.02 | \$1,488.37 | \$1,547.90 |
| Three Tier Family | \$3,618.45 | \$3,727.01 | \$3,876.09 |
| Two Tier Individual | \$1,192.08 | \$1,227.84 | \$1,276.96 |
| Two Tier Family | \$2,985.14 | \$3,074.69 | \$3,197.68 |
| One Tier Individual | \$1,083.77 | \$1,116.28 | \$1,160.93 |
| One Tier Family | \$2,713.63 | \$2,795.04 | \$2,906.84 |

E) Wellness Program – The parties will endeavor to bilaterally develop and promote a robust program that provides partial payment for completion of mandatory events.

Section 1(G): Employees hired on or after July 1, 2008, shall no longer receive Retiree Post Medicare health benefits paid for by the City; but the City shall allow said employees to purchase Post Medicare eligible healthcare at the Retiree’s cost and the City’s group rate. Said employees shall be required to participate in a Designated Savings Account or other savings vehicle approved by the City and the Union at a rate of ten cents (\$.10) per hour with the funds being used for said Retiree Post Medicare healthcare beginning on July 1, 2024. Employee contributions to their account will change to eleven cents (\$.11) per hour on July 1, 2025, twelve cents (\$.12) per hour on July 1, 2026 and fifteen cents (\$.15) per hour on July 1, 2027.

Article XIX – Dental Benefits

Section 1: Monthly contribution per employee shall be as follows:

July 1, 2027 \$90.00

10. Article XX – Union Benefits Trust Funds

Section 1: Hourly contribution to the LIUNA National (Industrial Pension Fund shall be as follows:

July 1, 2027 \$2.55

Hourly contribution to the Rhode Island Public Employees’ Benefit Fund shall be as follows:

July 1, 2025 \$1.99

July 1, 2026 \$2.02

July 1, 2027 \$2.05

11. Miscellaneous

Update, amend and edit language in the CBA to be reflective of gender equality (e.g. his/he to his/hers/theirs, he/she/they).

Update, amend and edit language in the CBA where it is currently noted as the Chief Human Resources Officer to Chief People Officer (CPO) and Department of Human Resources Officer to the Department of People and Culture. The parties shall simultaneously publish an “also known as agreement” expressing the titles designated in the City Charter.

12. Article XXVII – Duration of Agreement

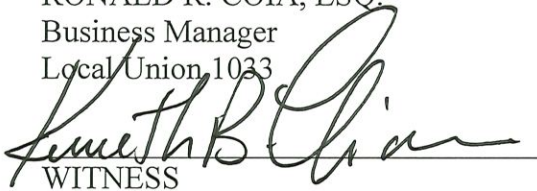
The terms and conditions of this Agreement shall be effective for the period of July 1, 2025 to June 30, 2028 and from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 2028, gives notice in writing to the other party of its intention to terminate 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.

13. This Agreement is subject to ratification by the Providence City Council and the Union.

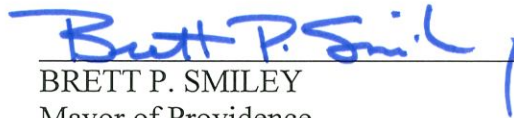
FOR THE UNION



RONALD R. COIA, ESQ.
Business Manager
Local Union, 1033


WITNESS

FOR THE EMPLOYER

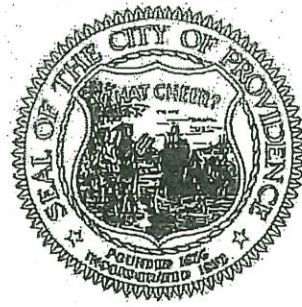


BRETT P. SMILEY
Mayor of Providence


WITNESS

Approved as to form and correctness:


Jeffrey Dana, City Solicitor



AGREEMENT

between

CITY OF

PROVIDENCE, RHODE ISLAND

and

RHODE ISLAND LABORERS' DISTRICT COUNCIL,

on behalf of

PUBLIC EMPLOYEES' LOCAL UNION 1033

of the

LABORERS' INTERNATIONAL UNION

OF NORTH AMERICA, AFL-CIO

Effective: July 1, 2022, to June 30, 2025

AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July, 2022, 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 EMPLOYEES' LOCAL UNION 1033, PROVIDENCE, RHODE ISLAND, of the Laborers' International Union of North America, AFL-CIO, (hereinafter referred to as the "Union").

PREAMBLE

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

The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for respective rights and responsibilities of both the Employer and the Union. To further this goal, the parties shall jointly sponsor quarterly meetings of their respective Representatives.

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

their respective seniority group (Blue Collar or White Collar). Upon hire as permanent employees the probationary period prescribed by the Collective Bargaining Agreement shall begin. Upon completion of the probationary period, permanent employee seniority shall apply retroactively to the employee's date of hire as a permanent employee. The Employer also agrees that the number of temporary employees shall not exceed sixty (60) temporary employees unless otherwise agreed to by the parties.

Section 2(a) (3). Apprentice employees are municipal employees and shall receive all the benefits set forth herein including a minimum probationary period of six (6) months. Apprentice employees shall enjoy the wage rate and other such conditions as established by the Apprentice Council which shall include continued employment and progression based on successful completion of said probationary period. Apprentice employees may exceed six (6) months' probation as determined by continued progressive criteria established by the Apprentice Council.

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

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

ARTICLE II

UNION SECURITY AND DUES DEDUCTION

Section 1. The City shall deduct from the wages of employees covered by this Agreement, in accordance with the express terms of a blanket authorization form provided by the Union and signed by an individual employee, the monthly dues of the Union for employees who chose to join the Union. In addition, the City shall deduct from employees'

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

The Employer will remit the deduction withheld weekly to the Secretary-Treasurer of Local Union 1033, 410 South Main Street, Providence, Rhode Island 02903 on Payroll. Optional reports listing the employee's name, identification number, department number, and amount of dues deducted.

In addition, the Employer 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 Laborers Public Employees' Political Action Committee (RILPEPAC), 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 RILPEPAC 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 Employer for any and all claims, liabilities and costs incurred by the Employer as a result of the Employer's compliance with the above provisions of this Article II.

Section 4. During the term of this Agreement, the Employer shall have the right to transfer and/or redeploy temporary employees, as defined in Article I, and bargaining unit employees who have less than five (5) years' seniority, to vacant positions on a temporary basis and such transfer and/or redeployment shall not be the subject of the grievance procedure. The parties agree that any transfer/redeployment shall only occur within the

ARTICLE III

NON-DISCRIMINATION

There shall be no discrimination against any employee by reason of race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity or expression, genetic information, 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, religion, sex, age, physical or mental disability, sexual orientation, gender identity or expression, genetic information, or Union membership.

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 workweek 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, and exceptions codified within Section 2 and Section 5 below may be continued during the term of this Agreement.

The regular workweek for Automobile Drivers shall consist of forty (40) hours per week, consisting of five (5) consecutive eight (8) hour days: Monday, Tuesday, Wednesday,

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

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

(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. In departments separated by functional divisions, overtime will be offered first to employees in the division where the overtime takes place, on the basis of seniority based on the work the employee ordinarily and customarily performed during that week, and then will be offered department wide, if a need continues to exist. 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

(50%) of the employee's regular workweek as of the time that the overtime opportunity occurs, 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 for the following workweek for any overtime unless the employee's absence disqualifies him/her under this section.

Section 5. It is recognized that in some circumstances employees may have an existing regular schedule that requires work during a period not included in the workweek 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 One Dollar (\$1.00) per hour for all hours worked or credited. This section shall apply to Zoo Keepers at Roger Williams Park. Notwithstanding any provision to the contrary, the Employer shall have the option of maintaining an alternate workweek of Tuesday to Saturday for a maximum of fourteen (14), unless otherwise agreed to by the parties, of which no greater than three (3) shall be from DPW, three (3) from Zoo, excluding the complement of employees currently assigned to an alternate workweek, three (3) from Grounds Maintenance, and two (2) from Traffic Engineering. The complement of WSB employees currently assigned to the alternate work week shall not count toward this maximum number of fourteen (14). Employees assigned to the alternate workweek shall receive regular wages plus one dollar and twenty cents (\$1.20) per hour for all hours worked or credited. The Employer 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 Employer shall offer this opportunity to temporary employees as identified in Article I.

and all rights and authority granted to the City as an Employer by statute; ordinance, and applicable regulations, and to comply with its responsibilities thereunder. The Employer agrees that no such rights or authority shall be exercised in violation of this Agreement. Further, the exercise of rights normally entrusted to management shall be subject to any obligations the Employer may have under RIGL Section 28-9.4, or obligations imposed upon the Employer by relevant statute.

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

Section 3. Reorganization

Except as abridged or restricted by any provisions of this Agreement and subject to the following provisions and any obligations imposed on the Employer by applicable law, the Employer may reorganize any one or more departments or areas as set forth below.

1. The Employer shall notify the Union at least fifteen (15) calendar days in advance of notification to bargaining unit members of its intentions to reorganize.
2. The Union and the Employer shall meet to review and discuss the plan for such reorganization.
3. That plan shall include a thirty (30) day notification to the affected employees.
4. (A) All affected employees shall be given the right to bid on new assignments by seniority and shall carry departmental seniority to the new department and/or position.

(B) Affected employees who have no available assignments within their classification will be offered vacant positions which have been posted and not filled the accordance with Article X. If the reassigned employee is assigned to duties below his class but within his seniority group, said assignment shall not be subject to the grievance and arbitration clause and shall be without the loss of pay.

OPERATOR wage rate. This stipend is conditioned on maintaining a valid CDL.

ARTICLE VII

LONGEVITY PAY

Section 1. In addition to the salaries listed in this Agreement, there shall be paid a longevity supplement which shall be considered part of the employee's salary for other purposes in this Agreement, including pension purposes. This supplement shall be computed annually on the basis of the employee's salary and years of service, as of June 30. Longevity payments shall be payable annually on or before September 15 or for employees separating prior to the payment date, on a pro rata basis from the commencement of the Fiscal Year through the date of severance.

Section 2. The Longevity supplement amount shall be reduced by one (1%) percent as follows:

FOR EMPLOYEES HIRED ON OR PRIOR TO OCTOBER 23, 1999

| <u>Years of Service</u> | <u>Annual Percentage Amount</u> |
|--------------------------|---------------------------------|
| 5 but less than 10 yrs. | 4% |
| 10 but less than 15 yrs. | 5% |
| 15 but less than 20 yrs. | 6% |
| 20 or more | 7% |

FOR EMPLOYEES HIRED AFTER OCTOBER 23, 1999

| <u>Years of Service</u> | <u>Annual Percentage Amount</u> |
|--------------------------|---------------------------------|
| 7 but less than 12 yrs. | 3% |
| 12 but less than 17 yrs. | 4% |
| 17 but less than 20 yrs. | 5% |
| 20 or more | 6% |

FOR EMPLOYEES HIRED AFTER JULY 1, 2015

| <u>Years of Service</u> | <u>Annual Percentage Amount</u> |
|--------------------------|---------------------------------|
| 7 but less than 12 yrs. | 2% |
| 12 but less than 17 yrs. | 3% |
| 17 but less than 20 yrs. | 4% |
| 20 or more | 5% |

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

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

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

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

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

Section 6. The Employer shall forward a seniority list to the Union, by Department, on an annual basis no later than December 31 of each year so that the Union may review said list and respond with acceptance or correction within 45 days. Disputes regarding seniority shall be processed through Expedited Arbitration.

Section 7. Redeployment/Reduction in the Workforce.

Subject to the procedures and limitations contained herein, due to reasons of lack of

group (Blue or White Collar) and affected department. The reassigned employee shall receive the greater of the wages of the position or the wage rate of his classification prior to reassignment. If the reassigned employee is assigned to duties below his class but within his seniority group, said action shall not be subject to the grievance and arbitration clause. Positions to which junior employees are reassigned do not require re-posting pursuant to Article X.

Following the exhaustion of the Employer's best effort to address the issue of lack of work or lack of funding by reassignment, the Employer shall seek volunteers for layoff (employees who volunteer to be laid off will not be allowed to exercise bumping rights but will retain rights to recall). If a sufficient number of employees do not volunteer for layoff, the Employer may lay off employees by inverse total employment seniority, i.e. last employee hired shall be the first employee laid off and based upon the then existing proportion of White Collar/Blue Collar employees, the number of which cannot exceed ten (10%) percent of the bargaining unit workforce. All temporary employees within the affected seniority group and the affected department shall be laid off prior to affecting permanent bargaining unit employees. All affected employees shall receive a two-week notice prior to implementing a layoff or pay in lieu of notice. Additionally, all affected employees shall be placed on a reemployment list for a twenty-four (24) month period and recalled in the inverse order of layoff to any position that the employee possesses the job description qualifications subsequent to the position being initially offered to all bargaining unit employees pursuant to Article X.

Union Stewards shall be considered senior in service for layoff purposes only. The Recall process shall be as specified in the parties' Recall Memorandum of Agreement.

Section 8. When the City proposes to discipline an employee, except for counseling,

other vacancies, first consideration will be given to filling all vacancies from within the department where the vacancy exists by seniority to qualified bargaining unit applicants as defined in subsection C. Second consideration shall be afforded by seniority to qualified bargaining unit applicants, as defined in subsection C below, not from that department.

(A) 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.

(B) Any employee who is interested in filling the vacancy shall apply in writing to the Department of Human Resources within seven (7) working days after said notice has been posted.

Probationary employees shall be eligible to bid for and fill vacancies; however, regardless of the position occupied, said employees shall serve a full six (6) month probationary period. Apprentice employees shall be required to successfully complete their apprenticeship prior to bidding on vacant positions.

(C) Vacancies shall be filled on the basis of qualifications and ability as determined by the Employer. The vacancy shall be filled on the basis of qualifications and ability, as determined by the Employer based on the requirements listed in the parties' job descriptions. 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.

Recognizing the continuing requirement to provide the most effective and efficient public services, the parties agree to revise and update all job descriptions. The parties shall meet periodically for the purpose of modifying all existing job descriptions so as to delineate actual duties and minimum qualifications.

Notwithstanding the foregoing, employees shall be granted requests made at the beginning of a work shift to discharge floating holiday hours during that work shift in order to conclude said work shift early. Employees shall be granted requests made one day in advance to discharge floating holiday hours at the beginning of the next shift or during the middle of the next shift.

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 Employer 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

Section 8. Except for employees on leave due to medical reasons, employees on unpaid leave of any nature shall cease to accrue vacation leave after twenty-six (26) weeks of unpaid leave. Vacation leave shall not accrue during any period in which an employee is serving a disciplinary suspension. For every workday that an employee is serving a disciplinary suspension, said employee's annual vacation accrual shall be reduced by 1/260ths; provided, however, that this provision shall not apply in any case in which the reduction as calculated above would result in an amount less than one (1) work day. In the event an arbitrator finds that any such suspension lacked just cause, he may award the affected employee any vacation accrual that he otherwise would have received during the suspension period.

ARTICLE XIII

SICK LEAVE/PERSONAL DAYS

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.

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

(D) Two (2) Personal Days per contract year, which shall be deducted from accrued sick leave.

Section 2. Sick leave with full pay for the employees of this bargaining unit shall be

and fifty percent (50%) of the value of the days over fifty (50) of unused sick leave accumulated during said period.

Section 6. Except for employees on leave due to medical reasons, employees on unpaid leave of any nature shall cease to accrue sick leave after twenty-six (26) weeks of unpaid leave. Sick leave shall not accrue during any period in which an employee is serving a disciplinary suspension.

Section 7. The parties agree to establish an Employee Sick Leave Bank in a manner consistent with the attached Appendix A.

Recognizing the continuing requirement to provide the most effective and efficient public services, the parties hereto are committed to meet and confer in good faith to address consolidating sick leave, vacation days, and personal days as employee benefits and converting such with a paid time off (PTO) plan.

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 City's Chief Human Resources Officer.

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

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 Employer a list of designated Union stewards who shall be recognized as such by the Employer in the departments and divisions indicated in the submission. Hereafter, in no event shall the total number stewards exceed fifty (50), nor shall any one department or division have more than three (3) stewards. The Union shall furnish the Employer and appropriate Department Heads with a list of stewards, and shall, as soon as possible, notify said appropriate Employer 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.

LIFETIME MAXIMUMS: Unlimited.

DEPENDENT COVERAGE: Spouse and children (Children through the end of the month in which the child turns age 26).

OUTPATIENT SERVICES:

PREVENTIVE & EARLY DETECTION CARE: Including Well-baby visits, Adult Annual, Pediatric Office visits, Preventive counseling/education, Immunizations administered by a Healthcare Professional and Preventative Screenings.

In Network covered in full.

Out of Network- \$15 copay, then coverage at 80% of the In Network allowance after meeting the annual deductible.

OFFICE VISITS: In Network- \$0. Co-payment at In Network PCMH, \$15 co-payment at Primary Care Physician, \$30. copayment for Specialist, except Preventative & Early Detection Care as defined above.

Out of Network-Above stated copayment then coverage at 80% of the In Network allowance after meeting the annual deductible.

EYE EXAMS: In Network-\$15 co-payment for one routine exam per year.

Out of Network-\$15 copay, then coverage at 80% of the In Network- allowance after meeting the annual deductible.

OUTPATIENT SURGERY: In Network- Covered in full, after meeting the annual deductible.

Out of Network- Coverage at 80% of the In Network- allowance, after meeting the annual deductible.

DIAGNOSTIC LAB & X-RAY (certain diagnostic testing is subject to Pre-authorization): In Network- Covered in full after meeting the annual deductible, excepting preventative and early detection testing.

Out of Network- Coverage at 80% of the In Network- allowance after an annual deductible.

CHIROPRACTIC CARE (15 per year total visits In and Out of Network):

In Network- Office visits \$30. co-payment; lab tests & x-rays covered in full, after meeting the annual deductible.

Out of Network- Office visits \$30. Co-payment then coverage at 80% of the In Network allowance after an annual deductible; lab tests & x-rays Plan pays 80% of the In Network allowance after an annual deductible.

INPATIENT SERVICES (includes MATERNITY):

HOSPITAL ROOM & BOARD including SURGICAL-MEDICAL: In Network- Covered in full for unlimited days of care in a semiprivate room with all necessary medical services, after meeting the annual deductible.

Out of Network- Coverage at 80% of the In Network- allowance, after meeting the annual deductible.

OUTPATIENT: In Network- Covered in full for an unlimited days of care after meeting the annual deductible.

Out of Network- Coverage at 80% of the In Network- allowance, after meeting the annual deductible.

PHYSICAL, SPEECH & OCCUPATIONAL THERAPY OUTPATIENT:

In Network- 80% coverage after meeting the annual deductible. Covered in full if within 30 days of hospital admission.

Out of Network- 80% of the In Network allowance, after meeting the annual deductible.

PRIVATE DUTY NURSING: In Network- 80% coverage.

Out of Network- 80% of the In Network allowance, after meeting the annual deductible.

HOME HEALTHCARE: In Network- \$20. per day co-pay then cover in full. Covered in full if within 30 days of hospital admission.

Out of Network- \$20. per day co pay then 80% of the In Network allowance; after meeting the annual deductible.

AMBULANCE: - \$50. Co pay per occurrence. Does not include Air Ambulance.

DURABLE MEDICAL EQUIPMENT, MEDICAL & DIABETIC SUPPLIES, INTERNAL FORMULA & FOOD, PROSTHETIC DEVICES: In Network- 80% coverage after meeting the annual deductible. Out of Network- 80% of the In Network allowance, after meeting the annual deductible.

SKILLED NURSING FACILITY CARE (skilled or sub-acute care)

In Network- \$20. per admission co pay then covered in full.

Out of Network- \$20. per admission co pay then 80% of the In Network allowance, after meeting the annual deductible.

AUTISM SERVICES: Behavioral analysis, PT, OT, ST and Autism diagnosis:

In Network- Covered in full.

Out of Network- 80% of the In Network allowance, after meeting the annual deductible.

* Intermittent Home care services and Home Hospice, Cardiac Rehab, Gender Affirmation Services, Hearing exam, diagnostic testing and Hearing aids, Leukocyte Antigen testing, Infusion Therapy Administration and Infertility Treatment are covered by RI Law, greatest level of coverage is always received In Network.

SELF ADMINISTERED INNOCULATIONS: 80% coverage; administered by the City of Providence's Prescription Benefits Manager.

Section I(B). Health Reimbursement Account (HRA)

- (i.) Establishment of Account.

choose not to be covered under the Employer'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 Employer policies shall not be eligible for this benefit. For each year in which the employee opts out under this Section, he 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/or equivalent coverage, such as death or loss of employment of a spouse. Proof of loss of said alternative coverage and/or equivalent coverage may be required by the Employer 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 July to June with payment made in June. If an employee has opted back into Employer coverage during the course of a contract year, he shall not be entitled to any payment under this Section for that year.

Section 1 (E). On the effective date of this Agreement, all permanent employees shall co-share in the cost of healthcare benefits provided in this Article through pre-tax weekly payroll deduction (if permissible by law) as follows:

Employees with annual base wages of \$ \$56,569 or more shall co-share in the cost of healthcare insurance benefits provided in this Article through pre-tax biweekly payroll deduction by the payment of the Tier One (1) cost sharing rate, as defined below. Employees with annual base wages that are less than \$56,569 but more than \$47,414 shall co-share in the cost of healthcare insurance benefits provided in this Article through pre-tax weekly payroll deduction by the payment of the Tier Two (2) cost sharing rate, as defined below. Employees with annual base wages that are less than \$47,414 shall co-share in the cost of healthcare insurance benefits

of 65 or, at the option of the retiree, a Medicare approved HMO with a benefit plan substantially equivalent to that existing at the time this Agreement is executed with all premium payments for said plan borne by the Employer.

The Employer shall furnish health care coverage, on an individual basis only, to employees who retire(d) on or after September 3, 1995. Said coverage shall be of the same plan in effect when the retiree was an active employee up to age 65. Upon attainment of age 65 or at such age as to qualify for Medicare, said coverage shall convert to Plan 65 or, at the option of the retiree, a Medicare approved HMO with a benefit plan substantially equivalent to that existing at the time this Agreement is executed with all premium payments for said plan borne by the Employer. This coverage shall be for life. The Employer also agrees to provide this coverage to the retiree's spouse upon the death of the retiree.

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

The premium payments of the above-described coverage for active employees shall be borne solely by the employer through September 30, 2004, and for all retirees who retire prior to January 1, 2005.

Individuals retiring shall co-share at the individual rate, as stated above and as in effect on the last day worked through pre-tax monthly pension payroll deduction (if permissible by law) and shall receive the Individual Plan until becoming Medicare eligible at which time the retiree shall receive Plan 65 or a Medicare approved HMO (with a benefit plan substantially equivalent to that existing at the time this Agreement is executed) with all premium payments for said plan borne by the Employer.



payment under this section for that year. When a retiree opts back into coverage or receives post retirement coverage under this Article, said retiree shall be afforded the opportunity to purchase all supplemental coverage heretofore existing including spousal coverage, RX, and dental coverage, under all of the conditions that existed on the retiree's initial retirement date.

Section 1 (I). In lieu of Section 1 (G) above, the City's obligation to provide retiree healthcare coverage to a specific retiree shall be suspended in the event that the retiree is eligible for medical insurance under any health care plan, including that made available through the retiree's spouse, providing that said plan is equivalent in coverage and cost. If coverage is not equivalent or if the plan's cost exceeds the cost to the retiree of a City Plan, then the City shall have the option of providing payment to make the cost equal and/or providing only such coverage as to make the plans equivalent or maintaining the City Plan for the retiree, all pursuant to all provisions contained herein for retirees on said retirement date. At the request of the City, the retiree shall be obligated to provide proof that he or she is not eligible to receive healthcare coverage from another source or that coverage is not otherwise equivalent coverage pursuant to this agreement. Subsequent to retirement, should a retiree whose healthcare coverage is suspended in accordance with this provision, lose alternate coverage from an alternate source, the City shall restore coverage on the first day of the month after notice has been received under the same terms as those that existed at the retiree's date of retirement.

Section 2. 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 3. Any employee who sustained an on-the-job injury prior to July 1, 1981,

covered by another healthcare plan through coverage and benefits. Members' spouses will be no longer eligible to decline healthcare benefits in return for the receipt of "buyback" stipends.

Section 5. The City will maintain the continuation of medical insurance until a decision is rendered by an arbitrator for terminated employees; however, with respect to employees with one (1) year or less of City service, said continuation shall not exceed the actual amount of City service, not inclusive of the probationary period. Additionally, no purchases of service of any type may be added or included in the actual City service.

ARTICLE XIX

DENTAL BENEFITS

Section 1. For the purpose of providing employees covered by this

Agreement with Dental benefits, individual coverage, and family coverage as appropriate, the Employer agrees to contribute the sum of \$86.00 per month for each employee covered by this Agreement who is included in the payroll for that month.

Section 2. An employee receiving Workers' Compensation benefits shall be considered to be included in the payroll for that month.

ARTICLE XX

UNION BENEFIT TRUST FUNDS

Section 1. In order to provide each employee covered by this Agreement and their dependents with the benefits described below and which are provided through Union Benefit Trust Funds, the Employer agrees to contribute \$4.39 per hour for each straight-time hour each employee covered by this Agreement is paid. The above language notwithstanding, the Employer's contribution shall be paid for the full day [seven (7) or eight (8) hours] for every day that the employee receives pay, including days of holiday and leave, or a contribution is

1979. Said fund shall be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union.

Section 6. Each employee covered by this Agreement shall receive retirement benefits from the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund based upon the Trust Fund document and Rules and Regulations of said Fund. The Union and the Employer have signed an Agreement and Declaration of Trust of the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund.

Section 7. Each employee covered by this Agreement and their dependents shall be provided with assistance in defraying the cost of legal counsel through the "Rhode Island Public Service Employees' Legal Services Fund", established by a Declaration of Trust dated September 20, 1974. The Fund is administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union. 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 8(A). Employees covered by this Agreement shall be offered necessary educational, vocational, specialty and safety related training through the "Rhode Island Public Service Employees' Training Fund", established by a Declaration of Trust executed by the Union and from the New England Health and Safety Fund.

Section 8 (B). The Employer shall continue to fund and staff the bargaining unit position of Training Coordinator, the primary duty of which shall be designating required training for employees covered by this Agreement and coordinating the development and implementation of said training with the aforesaid Funds. Said position shall enjoy wage

Section 3(A). Arbitration. If a grievance is not settled, such grievance may at the request of the Union, be referred to the Labor Relations Connection 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.

Section 3(B). All Demands for Arbitration, absent an expressed agreement of the parties, shall be heard within 120 days of the initial filing of the Demand for Arbitration and conclude within 180 days of the filing of the Demand for Arbitration. All Demands for Expedited Arbitration shall be heard within fifteen (15) days of the initial filing.

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 Employer to respond timely at any step of the grievance procedure shall enable the Union to proceed to the next step, including arbitration.

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

Section 5. The City will maintain the continuation of medical insurance until a

appointed, composed of three (3) representatives selected by the Union, two (2) representatives selected by the Mayor 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.

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 shall receive a mileage allowance in the amount of \$0.575 per mile. Employees who are required to use their own automobile in connection with services by the City of Providence and rendered three (3) or more times on average per week on a monthly basis shall receive Three Hundred Seventy-Six Dollars and Forty-Four Cents (\$376.44) per month as a monthly allowance. This amount shall be adjusted each October 1 by the increase or decrease in Federal travel regulations for government use of privately owned vehicles.

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. The Employer, at its option, shall either (1) provide an annual clothing and maintenance allowance of Five Hundred Dollars (\$500.00) to all permanent Park Rangers, Animal Control Officers, and Parking Enforcement Officers, along with an initial issue of uniforms and in-kind

Section 4. The Apprenticeship Program will coordinate additional career and citizenship enhancement training with the Rhode Island Public Service Employees' Training Fund.

ARTICLE XXV

CHANGES OR AMENDMENTS

Section 1. This Agreement constitutes the entire agreement and complete understanding between the Employer 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.

Section 2. The parties acknowledge and agree that their previously negotiated Memoranda of Agreement/Understanding identified in Appendix B hereto are hereby incorporated in this agreement and shall have full force and effect as if fully set forth herein.

ARTICLE XXVI

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 XXVII

DURATION OF AGREEMENT

Section 1. The terms and conditions of this Agreement shall be effective July 1, 2022, and shall continue in full force and effect through June 30, 2025, and from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 2025, 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

(APPENDIX A)
EMERGENCY SICK LEAVE BANK

The parties agree to establish an Emergency Sick Leave Bank to which all eligible members of the bargaining unit shall have access. The Emergency Sick Leave Bank is intended to provide eligible Local 1033 members with additional paid sick time when said eligible member's accrued sick leave time and sick leave extensions, where applicable, have been exhausted.

- a) The Local 1033 member must have a documented illness or injury which is expected/anticipated to exhaust the member's accrued sick leave time and sick leave extensions, where applicable;
- b) The Local 1033 member must have contributed at least five (5) sick/vacation days to the Bank, which days shall not be refunded to the member once assigned to the bank;
- c) The Local 1033 member must present a physician's note certifying the illness/injury, the amount of time anticipated to be absent, the prognosis and/or treatment and the member's anticipated date of return;
- d) Emergency Sick Leave Bank time may only be used for a member's personal illness or injury. Sick time may not be used to attend to the illness of a family member or extend a member's leave of absence which is not due to personal illness/injury;
- e) A Local 1033 member who is receiving Workers' Compensation benefits pursuant to the Rhode Island Workers' Compensation Act, benefits pursuant to the Rhode Island Temporary Disability Act, or is injured as a result of a third party shall not be eligible to apply for or receive Emergency Sick Leave Bank time to supplement that compensation;
- f) All requests for use of Emergency Sick Leave Bank time shall be made in writing at least thirty (30) days prior to the date when the time will be used, or at least fifteen (15) days prior to the eligible member beginning use of his or her own accrued paid leave time due to an illness or injury, whichever is sooner, unless that absence is unforeseen and/or an emergency, in which case, application shall be made as soon as practical after the member learns of the need for Emergency Sick Leave Bank time.

APPENDIX B

1. Common Law Spouses – October 9, 2002.
2. Garibaldi Park – February 21, 2014.
3. Flushing Technicians – April 1, 2013 – all terms except paragraph 2.
4. Fire Dispatchers Schedule – January 21, 1997.
5. Fire Alarm Inspector Details – July 1, 2010.
6. Agreement – January 4, 2012 – paragraph 2 only.
7. Temporary Employees – November 18, 2011. – paragraphs (c) and (d) only.
8. Retiree Health Care – July 22, 2011.
9. Volunteer Protocol at Parks Dept. - May 14, 2009 – change "approval" to "notification" in paragraph 2.
10. \$1 per hour for alternate work week -March 28, 2001.
11. Bilingual Pay – December 30, 2002 -all terms except paragraph 2.
12. Apprentice Dispatchers – August 23, 1999 – all terms except paragraphs 2 and 5.
13. Tax Assessor Certification Stipends -September 6, 2001 – sentence in paragraph 5 beginning with "Furthermore" only.
14. Non-regular work week -June 30, 1994 – paragraphs 2 and 3 only, but must amend amount from \$.50 to \$1 per hour to reflect current CBA.
15. PWSB Rest Period – April 13, 2015 – all terms except paragraph 8.
16. Conversion of 35 to 40 hours and vice versa- December 21, 2011.
17. Holiday Pay -November 4, 2011 – paragraphs 1,2, and 3 only.
18. Information Technology – June 24, 2011– paragraphs 8 and 9 only.
19. OT wages for employees not released for summer hours – August 13, 1990.
20. Municipal Court/Dog Pound – August 13, 1998 -paragraphs 1 and 2 only.
21. Fire Alarm Technicians/ Plan Reviewers – December 30, 2014.
22. Training Incentive Pay – July 16, 2002 – agreed as to all classifications except Fire Dispatchers.
23. Continuation of Health Care Benefits – August 1, 1996.
24. Dig-safe workers – October 20, 1999 – paragraph 2 only.
25. Water Treatment Operators – paragraph 2 only.
26. Senior Meter Reader Technician – January 3, 1997 – paragraphs 2.1 and 2.2 only.
27. PWSB Infrastructure Agreement – September 6, 2006.
28. Local Union 1033/Deductible Plan, July 26, 2019.
29. Employee CDL Exemption, January 24, 2022
30. Heavy Equipment Operator Promotions, May 25, 2022



SARA SILVERIA
DIRECTOR OF FINANCE

CITY OF PROVIDENCE
MAYOR BRETT P. SMILEY

June 12, 2025

Councilwoman Helen Anthony
Chairwoman, Committee on Finance
Providence City Hall
Providence, R.I. 02903

Dear Chairwoman Anthony:

Please find enclosed the fiscal note regarding the proposed amendments to the L.I.U.N.A. Local 1033 contract.

The parties have negotiated a three-year agreement covering the period from July 1, 2025, through June 30, 2028, with a total fiscal impact of **\$10,376,213** across the City and the Water Supply Board.

The tentative agreement was unanimously ratified by the 1033 membership on May 2, 2025, and formally executed by the parties on the same day.

Please note that the amended agreement modifies the existing contract, which is set to expire on June 30, 2025.

Key Changes

The substantive changes in the contract fall into three primary categories: **Health Benefits, Wages, and Other Fringe Benefits.**

Health Benefits

- Increase in co-share rates, resulting in a savings of **\$311,769**
- Increase in the City's contribution to 1033 dental benefits, costing **\$108,000**

Net savings from health care initiatives: \$203,769



SARA SILVERIA
DIRECTOR OF FINANCE

CITY OF PROVIDENCE MAYOR BRETT P. SMILEY

Wages and FICA

- **Salary Increases:**
 - 2.75% effective July 1, 2025: \$1,201,627
 - 3.5% effective July 1, 2026: \$2,773,028
 - 5% effective July 1, 2027: \$5,096,457
 - **Total increase in wages: \$9,071,113**
- **CDL & Shift Differential:**
 - Additional \$0.25 per hour in FY 2026–2028: **\$410,280 annually**
- **FICA Costs:**
 - FY 2026: **\$102,387**
 - FY 2027: **\$233,061**
 - FY 2028: **\$421,265**

Other Fringe Benefits

- Increase in LIUNA Pension Fund contribution by \$0.05/hour effective July 1, 2027: **\$74,321**
- Increase in Union Benefit Trust Fund contribution by \$0.03/hour annually beginning July 1, 2025: **\$267,555** (total over three years)

Other

- One-time stipend of \$1,000 for all active union members as of June 15, 2025
 - Total cost: **\$686,000** (to be expensed in FY 2025)

Please refer to the attached charts for a detailed breakdown of costs and savings for both the City and the Water Supply Board.

Finally, the tentative agreement does **not** include wage reopeners, parity clauses, or retroactive raises or benefits applied at the end of the contract.

I look forward to reviewing this fiscal note with you at your earliest convenience.



SARA SILVERIA
DIRECTOR OF FINANCE

CITY OF PROVIDENCE
MAYOR BRETT P. SMILEY

Respectfully yours.

A handwritten signature in black ink, appearing to be "Sara Silveria".

Sara Silveria
Finance Director

CC:

Courtney Hawkins, Chief Operating Officer
June Rose, City Council Chief of Staff
Gina M. Costa, Internal Auditor

**Local 1033 FY 2026-2028 Contract Fiscal Analysis
City & WSB 1033**

| | <u>FY 2026</u> | <u>FY 2027</u> | <u>FY 2028</u> | <u>TOTAL</u> |
|--|---------------------------|---------------------------|---------------------------|----------------------------|
| Salary Increase | 2.75% | 3.50% | 5.00% | |
| Year 1 | (1,201,627) | (1,201,627) | (1,201,627) | (3,604,882) |
| Year 2 | | (1,571,401) | (1,571,401) | (3,142,802) |
| Year 3 | | | (2,323,429) | (2,323,429) |
| | <u>(1,201,627)</u> | <u>(2,773,028)</u> | <u>(5,096,457)</u> | <u>(9,071,113)</u> |
| CDL increase .50 to .75 | (73,840) | (73,840) | (73,840) | (221,520) |
| Shift Diff increase .75 to 1.00 | (62,920) | (62,920) | (62,920) | (188,760) |
| | <u>(136,760)</u> | <u>(136,760)</u> | <u>(136,760)</u> | <u>(410,280)</u> |
| FICA | | | | |
| Year 1 | (102,387) | (102,387) | (102,387) | (307,160) |
| Year 2 | | (130,674) | (130,674) | (261,349) |
| Year 3 | | | (188,204) | (188,204) |
| | <u>(102,387)</u> | <u>(233,061)</u> | <u>(421,265)</u> | <u>(756,713)</u> |
| Total Wage & Fringe | <u>(1,304,014)</u> | <u>(3,006,089)</u> | <u>(5,517,722)</u> | <u>(10,238,106)</u> |
| Increase to LIUNA Pension from \$2.50/hr to \$2.55 hr | - | - | (74,321) | (74,321) |
| Increase to Union Benefit Trust .03 annually from \$1.96 | (44,592.00) | (89,185.00) | (133,778.00) | (267,555) |
| Dental increase \$86/month to \$90/month | (36,000) | (36,000) | (36,000) | (108,000) |
| Increase in Medical Co-Share 3%, 3%, 4% | 47,857.30 | 97,150.89 | 166,761.01 | 311,769 |
| TOTAL COST OF CONTRACT FY 2026 - FY 2028 | | | | (10,376,213) |

Note: Contract includes a stipend to be paid in FY2025 of \$1,000 per active 1033 member as of June 15, 2025. Total cost of this stipend is \$686,000 in FY2025

**Local 1033 FY 2026-2028 Contract Fiscal Analysis
City 1033**

| | <u>FY 2026</u> | <u>FY 2027</u> | <u>FY 2028</u> | <u>TOTAL</u> |
|--|---------------------------|---------------------------|---------------------------|---------------------------|
| Salary Increase | 2.75% | 3.50% | 5.00% | |
| Year 1 | (998,009) | (998,009) | (998,009) | (2,994,027) |
| Year 2 | | (1,305,123) | (1,305,123) | (2,610,247) |
| Year 3 | | | (1,929,718) | (1,929,718) |
| | <u>(998,009)</u> | <u>(2,303,132)</u> | <u>(4,232,850)</u> | <u>(7,533,992)</u> |
| CDL increase .50 to .75 | (73,320) | (73,320) | (73,320) | (219,960) |
| Shift Diff increase .75 to 1.00 | (50,960) | (50,960) | (50,960) | (152,880) |
| | <u>(124,280)</u> | <u>(124,280)</u> | <u>(124,280)</u> | <u>(372,840)</u> |
| FICA | | | | |
| Year 1 | (85,855) | (85,855) | (85,855) | (257,565) |
| Year 2 | | (109,349) | (109,349) | (218,699) |
| Year 3 | | | (157,131) | (157,131) |
| | <u>(85,855)</u> | <u>(195,204)</u> | <u>(352,335)</u> | <u>(633,395)</u> |
| Total Wage & Fringe | <u>(1,083,864)</u> | <u>(2,498,337)</u> | <u>(4,585,186)</u> | <u>(8,540,226)</u> |
| Increase to LIUNA Pension from \$2.50/hr to \$2.55 hr | - | - | (60,216) | (60,216) |
| Increase to Union Benefit Trust .03 annually from \$1.96 | (36,129) | (72,259) | (108,389) | (216,777) |
| Increase in Medical Co-Share 3%, 3%, 4% | 37,414 | 75,951 | 130,371 | 243,736 |
| TOTAL COST OF CONTRACT FY 2026 - FY 2028 | | | | (8,661,467) |

Note: Contract includes a stipend to be paid in FY2025 of \$1,000 per active 1033 member as of June 15, 2025. Total cost of this stipend is \$547,000 in FY2025

**Local 1033 FY 2026-2028 Contract Fiscal Analysis
WSB 1033**

| | FY 2026 | FY 2027 | FY 2028 | TOTAL |
|---|-------------------------|-------------------------|-------------------------|---------------------------|
| Salary Increase | 2.75% | 3.50% | 5.00% | |
| Year 1 | (203,619) | (203,619) | (203,619) | (610,856) |
| Year 2 | | (266,278) | (266,278) | (532,555) |
| Year 3 | | | (393,711) | (393,711) |
| | <u>(203,619)</u> | <u>(469,896)</u> | <u>(863,607)</u> | <u>(1,537,122)</u> |
| CDL increase \$.50 to \$.75/hr | (520) | (520) | (520) | (1,560) |
| Shift Diff increase \$.75 to \$1.00/hr | (11,960) | (11,960) | (11,960) | (35,880) |
| | <u>(12,480)</u> | <u>(12,480)</u> | <u>(12,480)</u> | <u>(37,440)</u> |
| FICA | | | | |
| Year 1 | (16,532) | (16,532) | (16,532) | (49,595) |
| Year 2 | | (21,325) | (21,325) | (42,650) |
| Year 3 | | | (31,074) | (31,074) |
| | <u>(16,532)</u> | <u>(37,857)</u> | <u>(68,930)</u> | <u>(123,318)</u> |
| Total Wage & Fringe | <u>(232,630)</u> | <u>(520,233)</u> | <u>(945,017)</u> | <u>(1,697,880)</u> |
| Increase to LIUNA Pension from \$2.50/hr to \$2.55 hr | - | - | (14,105) | (14,105) |
| Increase to Union Benefit Trust .03 annually from \$1.96/hr | (8,463) | (16,926) | (25,389) | (50,778) |
| Dental increase \$86/month to \$90/month | (6,672) | (6,672) | (6,672) | (20,016) |
| Increase in Medical Co-Share 3%, 3%, 4% | 10,443 | 21,200 | 36,390 | 68,033 |
| | | | | |
| TOTAL COST OF CONTRACT FY 2026 - FY 2028 | | | | (1,714,746) |

Note: Contract includes a stipend to be paid in FY2025 of \$1,000 per active 1033 member as of June 15, 2025. Total cost of this stipend is \$139,000 in FY2025