

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 373


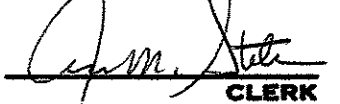
Approved June 20, 2011

RESOLVED, That the Collective Bargaining Agreement by and between the City of Providence and 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, 2009 to June 30, 2012, is hereby amended through negotiations resulting in agreement for a new collective bargaining agreement, effective July 1, 2012 to June 30, 2015 is hereby approved and attached.

IN CITY COUNCIL

JUN 16 2011

READ AND PASSED


PRES.

CLERK

APPROVED


MAYOR 6/20/11



Mayor of Providence

Angel Taveras

TENTATIVE AGREEMENT

ENTERED into this sixth day of April 2011, 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, 2009 to June 30, 2012;

WHEREAS, the City of Providence is contending with a fiscal crisis of historic proportions characterized by projected substantial annual budget deficits; and

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 with the intent of reducing the City's operating costs; and

WHEREAS, the parties' negotiations have resulted in Agreement for a Collective Bargaining Agreement, effective July 1, 2012 to June 30, 2015; as well as a simultaneously negotiated Agreement for the period of January 1, 2011 to June 30, 2012; 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 January 1, 2011 to June 30, 2012" 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, 2012 to June 30, 2015 except as expressly modified herein.

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

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

a. There shall be no increase in wages for the period of July 1, 2012 to June 30, 2013, unless otherwise agreed to by the parties to this Agreement. Additionally, in the event that there is an across the board wage increase afforded to City/ School employees in Fiscal Year 2013, but only after the execution of this agreement, then all applicable members of Local Union 1033, including those who have retired in Fiscal Year 2013, shall be entitled to the across the board wage increase afforded to City/ School employees in Fiscal Year 2013. The parties agree that this provision shall not apply to awards established by an interest arbitration panel and/or arbitration awards for City and School.

b. Effective July 1, 2013 an amount equal to an across-the-board wage increase for all bargaining unit employees of three percent (3.0%), over the June 30, 2013 rate.

c. Effective July 1, 2014 an amount equal to an across-the-board wage increase for all bargaining unit employees of three percent (3.0%), over the June 30, 2014 rate.

3. Article XVIII – Health and Welfare

a. Effective July 1, 2013, employees with annual base wages of \$50,000.00 or more shall co-share in the cost of healthcare insurance benefits provided in this Article through pre-tax weekly payroll deduction by the payment of 18% of the negotiated working rate. Employees with annual base wages that are less than \$50,000.00 shall co-share in the cost of healthcare insurance benefits provided in this Article through pre-tax weekly payroll deduction by the payment of 15% of the negotiated working rate.

b. Effective July 1, 2014, and thereafter, employees with annual base wages of \$50,000.00 or more shall co-share in the cost of healthcare insurance benefits provided in this Article through pre-tax weekly payroll deduction by the payment of 20% of the negotiated working rate. Employees with annual base wages that are less than \$50,000.00 shall co-share in the cost of healthcare insurance benefits provided in this Article through pre-tax weekly payroll deduction by the payment of 15% of the negotiated working rate.

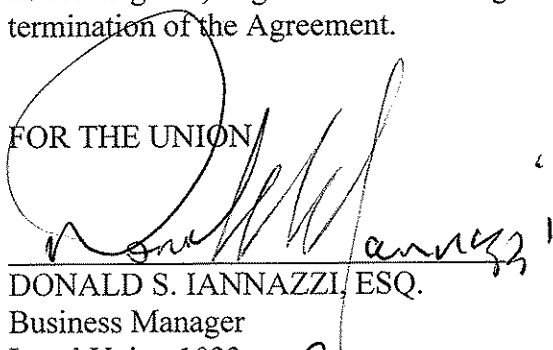
It is acknowledged that the premium/working rate for the purpose of computing the employee co-payment shall be as determined by a consultant selected by the parties and shall not increase by more than 9.5% annually.

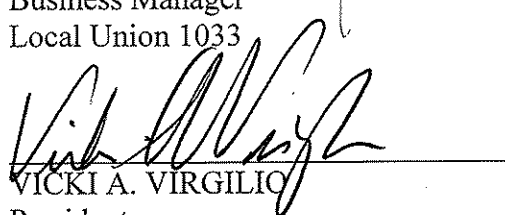
4. The Union and City shall enter into a collective bargaining agreement incorporating the above described agreements for the time period commencing July 1, 2012 through June 30, 2015. That Collective Bargaining Agreement shall be subject to ratification by the City Council and the Union. Said ratifications shall occur by June 30, 2011.

5. Article XXIX – Duration of Agreement

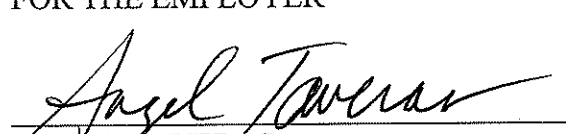
The terms and conditions of this Agreement shall be effective for an initial agreement covering the period of July 1, 2012 to June 30, 2015 and from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 2015, gives notice in writing to the other party of its intention to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given. In the event that such notice is given, negotiations shall begin immediately, no later than sixty (60) days prior to the termination of the Agreement.

FOR THE UNION


DONALD S. IANNAZZI, ESQ.
Business Manager
Local Union 1033


VICKI A. VIRGILIO
President
Local Union 1033

FOR THE EMPLOYER


ANGEL TAVERAS
Mayor of Providence

WITNESS



WITNESS

