

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 700

Approved December 14, 2001

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RESOLVED, That the accompanying copy 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, Laborers' International Union of North America (L.I.U.N.A.), with an effective term of July 1, 2001 to June 30, 2004, is hereby transmitted to the City Council for ratification and the City Clerk is directed to cause the same to be filed in the Department of City Clerk.

IN CITY COUNCIL
DEC 6 2001
READ AND PASSED

Balmond A. Young
PRES.
Michael R. Clement
CLERK
cc

APPROVED

DEC 14 2001
Vincent A. Cianci
MAYOR

IN CITY COUNCIL

JUL 12 2001

Received and Referred
to the Committee on Finance

Richard Clement CLERK

THE COMMITTEE ON

Finance

Recommends

Ann M. Stelton - Set up
Public Hearing

11-8-01

11-26-01 Public Hearing
held

IN CITY COUNCIL

NOV 26 2001

Approved Passage of
The Within Resolution, as Amended

Ann M. Stelton

11-26-01 Clerk



Mayor of Providence
Vincent A. Cianci, Jr

June 27, 2001

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, 2001 to June 30, 2004.

Respectfully submitted,

VINCENT A. CIANCI, JR.
Mayor of Providence

JUL 12 2001
PUBLIC SERVICE

THE COMMITTEE ON

Finance

Recommendations

- Set up public hearing

Anna M. Stetson

11-8-01

IN CITY COUNCIL

JUL 12 2001

Received and Referred
to the Committee on Finance

JUL 12 2001

Michael R. Clement, CLERK

RC



Finance Department
"Building Pride In Providence"

September 11, 2001

Councilman Kevin Jackson,
Chairman, City Council Finance Committee
Providence City Hall
Providence, R.I. 02903

Dear Chairman Jackson:

I have analyzed the proposed contract for Local 1033 for the period of July 1, 2001 to June 30, 2004, and the financial impact to general fund is as follows:

- Wage Increases: The contract calls for no across-the-board wage increases in FY 2002, followed by four-percent (4.0%) wage increases in both FY 2003 and FY 2004. Obviously, there will be no increase to salary costs associated with this contract for FY 2002; however, the four-percent wage increases in the second and third years of the contract will result in a cost increase of approximately \$1,300,000 in FY 2003 and \$2,652,000 in FY 2004.

While there is no across-the-board wage increase for the first year of the contract (FY 2002), the contract does call for wage increases to specific positions throughout the City. The positions affected and salary increases, which are effective June 30, 2002, are listed below:

<u>Position</u>	<u>Increase</u>	<u>Cost</u>
Park Rangers	\$1.00 per hour	\$31,200
Senior Park Ranger	\$1.25 per hour	\$2,600
Legal Secretary-Law	GRADE 32	\$8,310
Asst. Legal Sec.-Law	GRADE 30	\$11,894
Detention Officer	\$1.00 per hour	\$16,440
Zookeeper	\$1.00 per hour	\$41,600
Lead Zookeeper	\$1.25 per hour	\$15,600
Secretary- Rev. Bds.	\$1,098 weekly	\$2,080

Because the above wage increases do not take effect until June 30, 2002, there is no increase to salary costs in the FY 2002 budget. However, these wage increases will result in a cost to the City of approximately \$135,000 in FY 2003 and \$140,000 in FY 2004.

Effective July 1, 2002, employees who possess a Commercial Drivers License (CDL) and are paid a wage lower than that of an Equipment Operator (\$15.23/hr) will receive a stipend of fifty-cents (.50) per hour. Based on an estimate of thirty (30) employees, the total annual cost of this contract change will be approximately \$16,000.

- Dental Benefits: This contract proposes that, effective January 1, 2002, the current annual maximum for dental benefits per employee be increased to \$2,000 from \$1,200, and that the lifetime orthodontic maximum be increased to \$2,000 from \$1,200. Based on the current fee structure, the annual cost to the City for this increased benefit will be approximately \$46,000.
- Prescription, Vision and Wellness Benefits: Effective July 1, 2001, this contract calls for the City's contribution to the Rhode Island Public Employee's Health Services Fund to increase to \$1.00 per hour, per employee from the current .84 per hour, per employee. This increase will be followed by a ten-cent (.10) increase in the City's contribution in year two of the contract (FY 2003) and a fifteen-cent (.15) increase in year three (FY 2004). The above changes will result in an increase to the City's contribution to the Health Services Fund by approximately \$210,000 in FY 2002, \$341,000 in FY 2003 and \$543,000 in FY 2004.
- LIUNA Pension Fund: Currently, the City contributes \$6.72 per day, per thirty-five (35) hour employee, and \$7.68 per day, per forty (40) hour employee to the LIUNA National Pension Fund. This contract increases the City's contribution to the Pension Fund, effective July 1, 2002, to \$6.86 per day, per thirty-five (35) hour employee, and \$7.84 per day, per forty (40) hour employee.

The City contribution to the Pension Fund will increase again in year three of the contract. Effective July 1, 2003, the City's contribution will increase to \$7.00 per day, per thirty-five (35) hour employee, and \$8.00 per day, per forty (40) hour employee.

These additional contributions by the City to the LIUNA Pension Fund will result in increased costs of approximately \$26,000 in FY 2003 and \$53,000 in FY 2004.

- Legal Services Fund: Effective July 1, 2002, the City's contribution to the Legal Services Fund is increased to \$1.54 per day, per thirty-five (35) hour employee from its current \$1.40 per day, per thirty-five (35) hour employee. The City's Legal Fund contribution for forty (40) hour employees is to increase to \$1.76 per day from its current \$1.60 per day. These changes will increase the City's contribution to the Legal Services Fund by approximately \$28,000 annually.

- Training Fund: This contract establishes a Training Fund, which will be utilized to provide employees with work duty and safety related training. Effective March 1, 2002, the City will contribute ten-cents (.10) per hour for each straight time hour paid for each employee covered by this contract to the Training Fund. The City's contribution will increase, effective July 1, 2002, to fifteen-cents (.15) per hour for each straight time hour paid, and the City's contribution will increase again, effective July 1, 2003 to twenty-cents (.20) per hour for each straight time hour paid.

In addition to the establishing of a Training Fund, the contract requires the City to establish a bargaining unit position of "Training Coordinator" at a salary equal to that of the position of Employee Benefits Coordinator, which is currently paid an annual salary of \$49,788. The primary responsibility of the Training Coordinator will be to designate, coordinate and implement the training of employees covered under this contract.

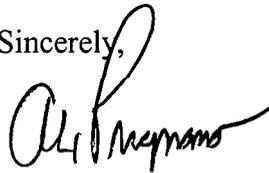
The Training Fund will result in approximate costs to the City of \$138,000 in FY 2002, \$206,000 in FY 2003 and \$275,000 in FY 2004.

The bargaining unit position of Training Coordinator will result in annual salary and fringe costs of approximately \$30,000 in FY 2002, \$95,000 in FY 2003 and \$102,000 in FY 2004.

The annual financial impact of this proposed contract to the City is \$439,000 in FY 2002, \$2,197,000 in FY 2003 and \$3,854,000 in FY 2004.

As always, I am available to meet with you and the Finance Committee at your convenience to discuss this proposed contract in more detail.

Sincerely,



Alex Prignano
Director of Finance

TENTATIVE AGREEMENT

ENTERED into this 27th day of June 2001, 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, 1999 to June 30, 2001;

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, 2001 to June 30, 2004; and

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

THE PARTIES HEREBY AGREES

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, 1999 to June 30, 2001" 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, 2001 to June 30, 2004 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 July 1, 2002 an amount equal to an across-the-board wage increase for all bargaining unit employees of 4.0% (over the

June 30, 2002 rate).

- B. Effective July 1, 2003 an amount equal to an across-the-board wage increase for all bargaining unit employees of 4.0% (over the June 30, 2003 rate).
- C. In addition to (A) above, effective July 1, 2002 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 \$.50 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.
- D. Effective June 30, 2002 the City shall upgrade the following bargaining unit positions by the designated amounts:

a) Park Ranger	\$1.00 per hour
b) Senior Park Ranger	\$1.25 per hour
c) Legal Sec, Law Dept	PG32
d) Asst Legal Sec, Law Dept	PG30
e) Detention Officer	\$1.00 per hour
f) Zookeeper	\$1.00 per hour
g) Lead Zookeeper	\$1.25 per hour
h) Secretary, Rev Bd	\$1,098 weekly

3. Article XIX - Dental Benefits - (A) 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 then existing level. (B) Effective January 1, 2002 the Dental Benefits in existence shall be enhanced so as to raise the current annual maximum from \$1,200 to \$2,000 and the current lifetime orthodontic maximum from \$1,200 to \$2,000.

4. Article XX - Prescription, Vision and Wellness Benefits -

- A. Effective July 1, 2001 the employer's contribution to the Rhode Island Public Employees' Health Services Fund shall be \$1.00 per hour, per employee, including Wellness contributions. This contribution represents an increase of 16¢ per hour, per employee.
- B. Effective July 1, 2002 the employer's contribution to the Rhode Island Public Employees' Health Services Fund shall be \$1.10 per hour, per employee, including Wellness contributions. This contribution represents an increase of 10¢ per hour, per employee.
- C. Effective July 1, 2003 the employer's contribution to the Rhode Island Public Employees' Health Services Fund shall be \$1.25 per hour, per employee, including Wellness contributions. This contribution represents an increase of 15¢ per hour, per employee.

5. Article XXII - LIUNA Pension Fund - Section 1

- A. Effective July 1, 2002 the employer's contribution to the LIUNA National (Industrial) Pension Fund shall be \$7.84 per day, per forty (40) hour employee and \$6.86 per day, per thirty-five (35) hour employee. This contribution represents an increase of 2¢ per hour, per employee.
- B. Effective July 1, 2003 the employer's contribution to the LIUNA National (Industrial) Pension Fund shall be \$8.00 per day, per forty (40) hour employee and \$7.00 per day, per

thirty-five (35) hour employee. This contribution represents an increase of 2¢ per hour, per employee.

6. 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 40-hour workweek, may elect to take compensatory time in lieu of cash for the hours worked or credited beyond 35 and up to 40 in a given workweek. Hours worked or credited beyond 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 seventy (70) 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.
- B. Employees who discharge leave of any type that equals 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 the following workweek for any overtime unless the employee's absence disqualifies him/her under this section.

7. Article XVIII - Health and Welfare

- A. Replace Harvard with UnitedHealthcare of New England.
- B. 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 UnitedHealthcare of New England insurance 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.

- C. 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 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 dental insurance policy. Eligible employees enrolled in a family plan making this choice shall receive \$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 \$250.00 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.

- D. Upon presentation of proof of alternative health care coverage pursuant to a non-City paid plan satisfactory to the Employee's Benefit Coordinator, retirees eligible for paid City Blue or UnitedHealthcare of New England insurance under this Agreement (benefits provided to eligible retirees under Article XVIII and Article XIX) may choose not to be covered under the City's group health insurance policies. Eligible retirees enrolled in a plan making this choice shall receive \$750.00 for each full contract year of non-coverage by a City plan. The parties understand and agree that retirees 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 retiree opts out under this section, he/she shall receive no coverage pursuant to this Article, except that retirees 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 retiree is re-enrolled. Payments to retirees 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 a retiree 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.

8. Article XXIII - Legal Services Fund

Section 1. Effective July 1, 2002, the employer's contribution shall be 22¢ per hour, per employee. This represents an increase of 2¢ per hour per employee.

9. (New) Article - Training Fund

Section 1(A). Effective March 1, 2002, in order to provide employees covered by this Agreement with necessary work duty and safety related training, the employer agrees to contribute 10¢ per hour for each straight time hour each employee covered by this agreement is paid as follows: (a) four (4¢) cents per hour to the New England Laborers' Training Fund; (b) four (4¢) cents per hour to the New England Laborers' Health and Safety Fund; and (c) two (2¢) cents per hour to the Rhode Island Public Service Employees' Training Fund established by a Declaration of Trust executed by the Union.

Section 1(B). Effective July 1, 2002 the employer's contribution shall be 15¢ per employee with a corresponding contribution of 5¢ to the New England Laborers' Training Fund; 5¢ to the New England Health and Safety Fund; and 5¢ to the Rhode Island Public Service Employees' Training Fund. This contribution represents an increase of 5¢ per hour, per employee.

Section 1(C). Effective July 1, 2003 the employer's contribution shall be 20¢ per employee with a corresponding contribution of 5¢ to the New England Laborers' Training Fund; 5¢ to the New England Health and Safety Fund; and 10¢ to the Rhode Island Public Service Employees' Training Fund. This contribution represents an increase of 5¢ per hour, per employee.

Section 1(D). Effective no later than April 1, 2002 the City shall establish a bargaining unit position of Training Coordinator and said position shall have, as a primary duty, designating required training for employees covered by this Agreement and coordinating the development of and implementing of said training with the aforesated Funds and enjoy wage parity with the position of Employee Benefits Coordinator.

Section 2. Said contributions will be paid to the Funds no later than the twentieth (20th) day of each month and shall be based on the preceding month's payroll.

Section 3. An employee receiving Workers' Compensation benefits shall be considered to be working his normal and regular workweek.

10. (New) Article. Consistent with the Collective Bargaining Agreement by and between the Providence Civic Center Authority and the Union, should the Providence Civic Center Authority Operations Department's full-time bargaining unit employees be assigned to perform bargaining unit work on a temporary basis or should City of Providence bargaining unit employees be assigned, on a temporary basis, to perform duties of the Providence Civic Center, said action shall not constitute a violation of this Agreement.

11. Article XXIX - Duration of Agreement

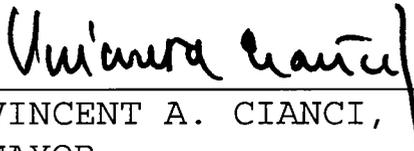
Section 1. The terms and conditions of this Agreement shall be effective July 1, 2001 and shall continue in full force and effect through June 30, 2004 and from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 2004, gives notice in writing to the 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.

12. New - Following ratification by the City Council, the Union agrees that the City may assign the duties of rodent abatement on private property to a private contractor. Additionally, the private contractor must agree to recognize an affiliate of the Laborers' International Union of North America, AFL-CIO, as the collective bargaining representative of its employees who perform rodent abatement duties for the City of Providence. All rates of pay and other contractual benefits shall be solely within the confines of negotiations between the private contractor who is the successful bidder and the Laborers' International Union of North America, AFL-CIO.

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