

RESOLUTION OF THE CITY COUNCIL

No. 32

Approved January 22, 2019

RESOLVED, That the accompanying copy of the Tentative Agreements 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, 2018 through June 30, 2019 and July 1, 2019 through June 30, 2022, is hereby approved and ratified by the Providence City Council. (1033 Public School Safety Service Officers (P.S.S.S.O.) Agreements)

IN CITY COUNCIL

JAN 17 2019

READ AND PASSED

Sabina Matos
PRES.

Lou L. Hoyer
CLERK

I HEREBY APPROVE.

[Signature]
Mayor

Date: 1/22/19



Mayor of Providence

Jorge O. Elorza

December 3, 2018

HAND-DELIVERED

Honorable Council President
David A. Salvatore
Providence City Council
Providence City Hall
Providence, RI 02903

RE: 1033 Public School Safety Service Officers (P.S.S.S.O.) Agreements

Dear Council President Salvatore:

Enclosed with this correspondence please find two tentative agreements 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, 2018 through June 30, 2019 and July 1, 2019 through June 30, 2022.

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

Sincerely,

A handwritten signature in blue ink, appearing to be "J. Elorza", written over a green circular stamp.

Jorge O. Elorza
Mayor

Enclosures

City of Providence, Rhode Island 02903-1789
Phone (401) 421-7740 Fax (401) 274-8240
City Hall, 25 Dorrance Street, Providence, RI 02903
Phone (401) 421-7740 Fax (401) 274-8240

FILED

2018 DEC -3 P 4: 21

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

THE COMMITTEE ON

Finance

Recommends

Jonas M. Matarazzo

CLERK

12-13-2018, Schedule Public Hearing

IN CITY COUNCIL,

DEC 06 2018

FIRST READING

REFERRED TO COMMITTEE ON

FINANCE

Jonas M. Matarazzo

CLERK

TENTATIVE AGREEMENT
PUBLIC SCHOOL SAFETY SERVICE OFFICERS ("PSSSO")

ENTERED into this 3 day of December 2018, by and between the CITY OF PROVIDENCE and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of LOCAL UNION 1033 pursuant to Article XXIV and Article XXV of the parties' Agreement effective July 1, 2015 to June 30, 2018.

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, 2018 to June 30, 2019; and

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

THE PARTIES HEREBY AGREE

1. The document titled "Agreement between City of Providence and the Rhode Island Laborers' District Council on behalf of Public Employees' Local Union 1033 affiliate of the Laborers' International Union of North America, AFL-CIO, effective: July 1, 2015 to June 30, 2018 Public School Safety Service Officers (PSSSO)" 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, 2018 to June 30, 2019 except as expressly modified herein.

2. Article 1 – Persons Covered By This Agreement

Section 3(b): Effective upon ratification of this agreement by all parties, any vacancy, other than a clear vacancy as defined below, which is known to be of a duration of more than 60 days shall be filled by the most senior qualified substitute employee. In such cases or in cases where a substitute employee is otherwise assigned to and works for more than 60 full days during a given school year, said substitute employee shall become a Long Term Substitute (LTS) at the conclusion of said 60 days and shall thereafter receive the wages and benefits included within this agreement. In the event the incumbent of the vacancy thereafter returns to work, he/she shall be returned to his or her former position and the LTS shall be assigned to any other position then available. Any clear vacancy that may arise during the school year shall be filled with the most senior LTS no later than 10 days from when the vacancy arises. A clear vacancy is a vacancy caused by the creation of a position that did not previously exist or the resignation, termination, retirement or death of the incumbent of an existing position.

All clear vacancies that exist at the conclusion of each school year shall be filled at the parties' summer jamboree by LTSs in the order of their seniority. Any LTS who

acquired LTS status on or after September 1, 2015 who is not awarded a clear vacancy shall revert to substitute status at the beginning of the school year following the summer jamboree.

3. Article VIII – Holidays/Recess Periods & Article IX– Sick Leave

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.

4. Article XII – Health and Dental Coverage and Insurance

(A) Health Reimbursement Account (HRA).

(i.) Establishment of Account.

The parties agree that effective January 1, 2019, the City shall establish and fund a new and distinct Healthcare Reimbursement Account (HRA) which shall be administered by the City's health insurer's CDH (Consumer Driven Health) Administrator for the benefit of the parties, for the purpose of offsetting the cost of the deductible for the new healthcare plan outlined herein. On a quarterly basis, the CDH Administrator shall provide monthly reports to the parties regarding the funding level of the HRA account, and, on a quarterly basis, the CDH Administrator shall provide to the parties a report detailing the number of claims filed for reimbursement, the amounts reimbursed for each claim, and information concerning the percentage of the annual allowance utilized by each member covered by the plan.

Effective January 1, 2019, the City shall provide an initial allocation of \$100,000 to the HRA for the purpose of funding the HRA Account for benefit of employees hired on or after January 1, 2019 outlined in this Article.

(ii.) Benefit Levels

No employee shall be able to utilize, on an annual basis, any more than his or her Pro Rata share of the HRA benefit. "Pro Rata share of the HRA benefit" as used in this agreement shall mean:

For employees hired on or after January 1, 2019, shall mean \$300 for employees with individual plan coverage and \$600 for employees with family plan coverage.

(B) Healthcare Plan Changes.

(i.) New Deductible Plan. (New Employees)

Health plan benefits for all employees hired on or after January 1, 2019, shall include an annual deductible of \$750 per individual - \$1500 per family. The network allowance is based upon the U.S. Blue Cross PPO Regional allowance.

(ii) Health Fund Contributions.

To offset the rising cost of prescription drug, Vision and dental benefits, the City shall increase its contribution to the RI Public Employees' Health Services Fund as follows:

Effective January 1, 2019, two cents per hour.

5. Article XIII – Grievance Procedure

Section 4 (New)

Effective upon ratification of this agreement by all parties, 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 maximum of five (5) working days with which time the City will conduct a hearing.

B. If the City requires additional time beyond the five (5) working days administrative leave with pay to prepare for the hearing, the employee shall remain on administrative leave with pay until the hearing is held. In no case shall administrative leave with pay exceed ten (10) working days.

C. If the Union requires additional time beyond the five (5) working days administrative leave with pay to prepare for the hearing, the employee shall be placed on leave without pay.

Section 5 (new):

Appendix B: Effective upon ratification of this agreement by all parties, the August 1, 1996 agreement allowing for the continuation of health insurance benefits for employees terminated for misconduct is amended. In its stead, the following language will be added to Article XVIII, Health and Welfare, (New) 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 of care shall not exceed the actual amount of City service, not inclusive of the six (6) month probationary period.

Additionally, no purchases of service of any type may be added or included in the actual City service.

6. Article XIV – Salaries/Longevity Pay

Section 1.


There shall be no increase in wages for the period of July 1, 2018 to June 30, 2019.

7. Article XXV – Duration of Agreement


The terms and conditions of this Agreement shall be effective for the period of July 1, 2018 to June 30, 2019 and from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 2019, 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.

8. 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


VICKI A. VIRGILIO
President
Local Union 1033


WITNESS

FOR THE EMPLOYER


JORGE O. ELORZA
Mayor of Providence


WITNESS

Approved as to form and correctness:



JEFFREY DANA, City Solicitor

TENTATIVE AGREEMENT
PUBLIC SCHOOL SAFETY SERVICE OFFICERS ("PSSSO")

ENTERED into this 3 day of December 2018, 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 XXVIII of the parties' Agreement effective July 1, 2018 to June 30, 2019.

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, 2019 to June 30, 2022; 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, 2018 to June 30, 2019 Public School Safety Service Officers" 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, 2019 to June 30, 2022 except as expressly modified herein.
2. Article XII – Health and Dental Coverage and Insurance

A) New Co-Share

Effective July 1, 2019, Employees with annual base wages of \$51,501.00 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 \$51,501.00 but more than \$43,501 shall co-share in the cost of healthcare insurance benefits provided in this Article through pre-tax weekly payroll deduction by the payment of 16.5% of the negotiated working rate. Employees with annual base wages that are less than \$43,501 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. These rates shall be indexed to reflect the salary increases over the life of the agreement.

(B) New Wellness Benefit

Effective July 1, 2019, the parties agree to implement a new wellness benefit, which shall

incentivize healthy behavior and shall be developed by the parties. Any employee who participates in the wellness program will be eligible to have his or her co-share obligation decreased by up to \$300 annually for an individual plan and \$600 annually for a family plan.

Further, effective July 1, 2019, any employee who fails to receive an Annual Preventative Medicine Exam during a contract year shall have his or her co-share obligation increased by an additional one percentage point (1%) (e.g. 21%, 17.5% or 16%) for the following contract year unless exempted by both the Administrator of the RI Public Employees Health Services Fund and the City's Director of Employee Benefits.

(C) Health Reimbursement Account (HRA).

(i.) Establishment of Account.

The parties agree that the City shall continue to fund the Healthcare Reimbursement Account (HRA) previously established and administered by the City's health insurer's CDH (Consumer Driven Health) Administrator for the benefit of the parties for the purpose of offsetting the cost of the deductible for the new healthcare plan outlined herein. On a quarterly basis, the CDH Administrator shall provide monthly reports to the parties regarding the funding level of the HRA account, and, on a quarterly basis, the CDH Administrator shall provide to the parties a report detailing the number of claims filed for reimbursement, the amounts reimbursed for each claim, and information concerning the percentage of the annual allowance utilized by each member covered by the plan.

Effective, July 1, 2019, the City shall fund the Full Corpus of the HRA benefit. As used in this Agreement, the "Full Corpus of the HRA benefit" as provided for below (Benefit Levels)

The City shall thereafter, no later than July 1 of each succeeding year, or such earlier date should the Corpus of the Fund decrease to 20% or less of the original funding level, replenish the HRA to ensure that the Full Corpus of the HRA benefit is provided for in the account.

(ii.) Benefit Levels

No employee shall be able to utilize, on an annual basis, any more than his or her Pro Rata share of the HRA benefit. "Pro Rata share of the HRA benefit" as used in this agreement shall mean:

For employees hired before January 1, 2019 shall mean \$750 for employees with individual plan coverage and \$1,500 for employees with family plan coverage.

For employees hired on or after January 1, 2019, shall mean \$300 for employees with individual plan coverage and \$600 for employees with family plan coverage.

(D) Healthcare Plan Changes.

(i.) New Deductible Plan.

Effective July 1, 2019, health plan benefits for all employees shall include an annual deductible of \$750 per individual - \$1500 per family. The network allowance is based upon the U.S. Blue Cross PPO Regional allowance.

(ii.) Plan Design Changes

PRE-AUTHORIZATION: Authorization is obtained by participating (In Network) providers. Members are responsible only when using non-participating providers and for certain diagnostic testing, including MRI.

Hospital Inpatient, Outpatient and free standing ambulatory Surgi Center covered in full for unlimited days of care with all necessary medical services after meeting the annual deductible.

In Network – Coverage in full after meeting the annual deductible.

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

ANNUAL MAXIMUM EXPENSE:

Benefits increased to full coverage after an annual maximum expense of \$1,000 per individual; \$3,000 per family for all Health Care Plan out of pocket expenses. The out-of-pocket limits are separate for in-network and out-of-network.

Benefits increased to full coverage after maximum expense of \$1,300 per individual; \$2,600 per family for all non-oral RX out of pocket expenses.

Benefits increased to full coverage after maximum expense of \$1,300 per individual; \$2,600 per family for all oral RX out of pocket expenses.

All deductibles, co-pays, and co-insurance applies to the Out of Pocket Maximum.

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: In Network- Covered in full subject to Pre-authorization after meeting the annual deductible (except preventative and early detection care), at Blue Cross participating lab, diagnostic and x-ray facilities. Out of Network- Plan pays 80% of the In Network- allowance after an annual deductible, also subject to Pre authorization.

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- Co pay then coverage at 80% of the In Network allowance for unlimited days of care in a semiprivate room with all necessary medical services, after meeting the annual deductible.

ORGAN TRANSPLANT: In Network- Covered in full for unlimited days of care for eligible services to the recipient and the donor associated with kidney, liver, lung, heart, cornea and homologous bone marrow transplants, after meeting the annual deductible.

Out of Network- Co pay then coverage at 80% of the In Network allowance for eligible services to the recipient and the donor, after meeting the annual deductible.

Free Standing Surg Center 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.

EMERGENCY ROOM: \$125 co-payment for treatment of accident or life threatening medical emergency within 24 hours of onset of symptoms (co-payment waived if admitted to Hospital within 24 hours. including being held for observation in excess of 8 hours.

URGENT CENTER: "Walk In" In Network- \$45. Co Pay.
Out of Network- \$45. Co Pay then coverage at 80% of the In Network allowance.

TELEMEDICINE - \$7.50 co-copay at designated Telemedicine Network. No coverage outside of network.

DIALYSIS SERVICES: in patient, outpatient, In Network - covered in full after the meeting annual deductible. In-home dialysis is covered in full. Out of Network- coverage at 80% of the In Network allowance, after meeting the annual deductible.

RADIATION THERAPY/CHEMOTHERAPY SERVICES: outpatient & physician's office, In Network- covered in full. Out of Network- coverage at 80% of the In Network allowance, after meeting the annual deductible.

RESPIRATORY THERAPY: outpatient & physician's office,
In Network- covered in full. Out of Network- coverage at 80% of the In Network allowance, after meeting the annual deductible.

BEHAVIORAL HEALTH, MENTAL HEALTH & SUBSTANCE ABUSE
INPATIENT: 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.

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. Covered in full if within 30 days of hospital admission. 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.

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.

(iii) Health Fund Contributions.

To offset the rising cost of prescription drug, vision and dental benefits, the City shall increase its contribution to the RI Public Employees' Health Services Fund as follows:

Effective January 1, 2021 two cents per hour

Effective January 1, 2022 two cents per hour.

3. Article XIV – Salaries/Longevity Pay

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

- a. Effective July 1, 2019, an amount equal to an across-the-board wage increase for all bargaining unit employees of two percent (2.0%), over the June 30, 2019 rate.
- b. Effective July 1, 2020, an amount equal to an across-the-board wage increase for all bargaining unit employees of two percent (2.0%), over the June 30, 2020 rate.


- c. Effective July 1, 2021, an amount equal to an across-the-board wage increase for all bargaining unit employees of three percent (3.0%), over the June 30, 2021 rate.

4. Article XXI – Duration of Agreement

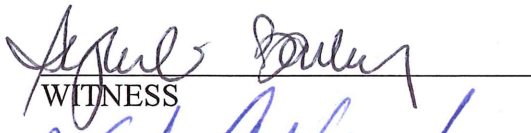
The terms and conditions of this Agreement shall be effective for the period of July 1, 2019 to June 30, 2022 and from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 2022, gives notice in writing to the other party of its intention to terminate 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.


5. 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

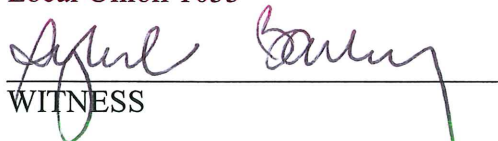


WITNESS


VICKI A. VIRGILIO

President

Local Union 1033

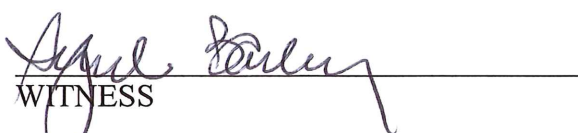


WITNESS

FOR THE EMPLOYER




JORGE Q. ELORZA
Mayor of Providence



WITNESS

Approved as to form and correctness:



JEFFREY DANA, City Solicitor

AGREEMENT

AGREEMENT made effective the 1st day of July, 2015⁸ by and between the CITY OF PROVIDENCE, on behalf of THE PROVIDENCE SCHOOL DEPARTMENT, hereinafter referred to as "Employer", and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of Local Union 1033 of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH

ARTICLE I PERSONS COVERED BY THIS AGREEMENT

Section 1. (A) The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of, and this Agreement shall apply only to, permanent Public School Safety Services Officers, performing both bus monitor and crossing guard duties, employed by the Employer, excluding all other employees. The parties shall execute any and all documents necessary for the Rhode Island State Labor Relations Board to issue an amended Certification consistent with their intention as stated herein.

(B) Substitute Public School Safety Service Officers shall likewise be excluded from the bargaining unit and coverage under this agreement, with the exception of substitutes who achieve long-term substitute status pursuant to Section 3 below.

Section 2. This provision and the terms of this Agreement shall be construed in a manner consistent with the Certification

issued in Case No. EE-3397 by the Rhode Island State Labor Relations Board on December 26, 1986, and the Recognition Agreement entered into by the parties on December 19, 1986, which was incorporated into and made a part of the aforesaid Certification.

Section 3. Definition of Employee. (A) The term "full-time permanent Public School Safety Service Officers" shall mean one who is employed to work in that capacity on a schedule of twenty (20) hours or more per week. The term "part-time permanent Public School Safety Service Officers" shall mean one who is employed to work in that capacity on a schedule of less than twenty (20) hours per week.

(B) "Long-term Substitute": Any vacancy, other than a clear vacancy as defined below, which is known to be of a duration of more than 60 days shall be filled by the most senior qualified substitute employee. In such cases or in cases where a substitute employee is otherwise assigned to and who works in the same vacant position for more 60 consecutive days, than 60 full days during a given school year, said substitute employee shall become a Long Term Substitute (LTS) at the conclusion of said 60 days and shall thereafter receive the wages and benefits included within this Agreement. said substitute employee shall become a Long Term Substitute (LTS) at the conclusion of said 60 days and shall thereafter receive the wages and benefits included within this agreement. In the event the incumbent of the vacancy thereafter returns to work, he/she shall be returned to his or her former position and the LTS shall be assigned to any other position then available. The employer agrees it will not arbitrarily break long term service in the same vacancy at or approaching the 60th day of consecutive substitute service for the sole purpose of preventing substitutes from achieving long term status. Substitutes that are assigned to various short term vacancies or substitutes who do not work 60 consecutive days shall not achieve LTS status.

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Any clear vacancy that may arise during the school year shall be filled with the most senior LTS no later than 10 days from when the vacancy arises. A clear vacancy is a vacancy caused by the creation of a position that did not previously exist or the resignation, termination, retirement or death of the incumbent of an existing position.

All clear vacancies that exist at the conclusion of each school year shall be filled at the parties' summer jamboree by LTSs in the order of their seniority. Any LTS who acquired LTS status on or after September 1, 2015 who is not awarded a clear vacancy shall revert to substitute status at the beginning of the school year following the summer jamboree.

In all cases, substitutes and LTSs shall be offered assignments by seniority.

(C) It is understood and agreed by the parties that part-time Public School Safety Service Officers performing bus monitors duties, teachers' assistants, and employees in other classifications may perform work identical to the work performed by full-time Public School Safety Service Officers performing bus monitor duties, and that nothing in this Agreement shall be construed to restrict the right of the Employer to assign such employee in other classifications to work which is similar or identical to that performed by Public School Safety Service Officers performing full-time bus monitor duties.

Section 4. Probationary Period. All Employees are subject to a 120-day probationary period during which the Employer without recourse may dismiss them.

ARTICLE II UNION SECURITY

Section 1. Dues Deduction. The employer agrees to the administration of a union check-off system pursuant to which union dues or service charges will be withheld from the

employee's paycheck upon his/her written voluntary authorization. Upon receipt of such authorization, the employer will deduct equal amounts from each paycheck; weekly, bi-weekly, or otherwise, as the frequency of the pay period may require. The employer will transmit to the union's treasurer withheld union dues and service charges for the previous month's earnings no later than the 28th day of each month.

Section 2. (A) In addition, the Providence School Department shall deduct the sum of three cents (3¢) per hour for each hour worked or paid for from the pay of those employees who so authorize on a voluntary basis to the Rhode Island Public Employees' Education and Political Action Committee (RIPEEPAC), created by the Union in accordance with Title 25, chapter 17, RIGL, as a voluntary contribution.

(B) 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 RIPEEPAC 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.

Section 3. Union Security.

(A) All employees who are members of the union on the effective date of this agreement shall remain members of the union in good standing for the life of this agreement to the extent of paying dues uniformly required for retention of membership.

(B) All employees who are not members of the union on the effective date of this agreement and do not apply for membership shall pay a monthly service charge to the union as a contribution towards the administration of this agreement, in an amount equal to the regular dues paid by union members.

(C) Employees who fail to comply with requirements of Subsection (A) or (B) above shall be discharged by the employer within 30 days after receipt by the employer of written notice from the union of the employee's failure to pay the service charge and demand for said discharge.

Section 4. Union dues shall be deducted on a 10-month basis in an amount equivalent to 12 months' dues for the employees who work on a 10-month schedule.

Section 5. Indemnification. The union agrees to indemnify the employer for any and all costs and damages that the employer incurs as a result of compliance with the provisions of this Article II.

Section 6. Unless otherwise agreed to by the parties, the City shall not assign bargaining unit work to non-bargaining unit persons.

ARTICLE III NO DISCRIMINATION, MEETINGS, AND MAILINGS

Section 1. No Discrimination. There shall be no discrimination by the Union or the Employer against any employee because of race, creed, color, national origin, age, sex or sexual orientation. Nothing contained in this Collective Bargaining Agreement shall be interpreted or construed as a violation of the Americans with Disabilities Act of 1990.

Section 2. Use of School Buildings. To the extent possible, the bargaining unit shall have use of school buildings for after school meetings, provided that the meetings do not conflict with any scheduled school function. The union shall be responsible for custodial coverage and other utility costs for such meetings. Additionally, the Union shall have the right to post and distribute materials relating to Union business.

Section 3. Time Off for Union Business. Not more than 3 members of the negotiating team shall be granted time off without loss of pay during working hours to attend contract

negotiations mutually scheduled by the employer and the union. An employee who has filed a grievance and that employee's steward shall be granted time off without loss of pay to attend any grievance meeting scheduled with the employer relating to the grievance.

ARTICLE IV
SENIORITY

Section 1. Definition. Seniority shall be defined as the total length of service to the Providence School Department as a permanent Public School Safety Service Officers. It is understood that it is the employee's responsibility to advise the Human Resources Department of his/her current address and telephone number.

The Employer shall forward a seniority list to the Union, by Department, on an annual basis no later than October 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 2. Layoffs.

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. If a sufficient number of employees do not volunteer for layoff, the Employer may layoff employees by inverse total employment seniority, i.e. last employee hired shall be the first employee laid off, the number of which can not exceed ten (10%) percent of the bargaining unit workforce. All substitute employees 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. Union Stewards shall be considered senior in service for layoff purposes only.

Section 3. Break in Seniority.

Seniority shall be broken by any one of the following events.

- (A) Discharge of an employee for just cause;
- (B) Voluntary termination of an employee's employment;
- (C) An employee's exceeding an authorized leave of absence;
- (D) An employee's failure to respond to a recall notice;
- (E) An employee's engaging in other work without authorization while on leave of absence;
- (F) When an employee has been on lay-off status for a continuous period of two (2) years.

ARTICLE V
IN-SERVICE TRAINING

Section 1. Commencing in the 2011-2012 School Year, the School Department shall provide seven (7) hours of paid job related professional development to all bargaining unit members

and at the discretion of the employer, a pre School Orientation period of four (4) hours at the employees' regular hourly wage of pay.

ARTICLE VI
JOB SECURITY & VACANCIES

All bargaining unit positions that become available, as determined by the Employer, shall be filled in the following manner:

Section 1. Notice of vacancies in said positions shall be posted at the work site (i.e. bus yard) and mailed to the Union within two (2) days of such postings.

Section 2. The notice shall provide bargaining unit Employees with a minimum of five (5) working days from the date of posting to apply for said position(s) on forms provided by the employer:

1 copy to Employer
1 copy to Local Union 1033 Business Manager
1 copy to Employee requesting vacancy

Section 3. Bargaining unit employees who apply for such positions shall have preference, in the order of their seniority, in filling such positions, prior to the hiring of outside applicants.

Section 4. Filling Vacancies. Unless otherwise agreed to by the parties, any posted vacancy shall be filled no later than either forty-five (45) days from the date of posting, or upon

the expiration of the retiring employee's vacation leave, whichever is greater.

ARTICLE VII
WORKDAY

Section 1. An employee's workday will not exceed a total of eight (8) hours scheduled at the employer's discretion at any time or times between 6:30 A.M. and 5:30 P.M., and for those persons performing bus monitor duties only, shall be inclusive of a thirty (30) minute lunch period and a twenty (20) minute rest period as scheduled by the employer.

Section 2. Employees will be required to punch their time cards both at the beginning and end of each period of continuous work.

Section 3. Employees covered by this Agreement who work more than eight (8) hours per workday or who work or are credited with more than forty (40) hours per week shall receive overtime wages at the rate of 150% of their regular wages, for all such hours worked or credited.

Section 4. Employees covered by this Agreement may, at the discretion of the Director of Human Resources be granted up to two (2) personal days with pay, per year, for the purpose of attending to personal business that cannot be accomplished during non-working hours.

Section 5. The supervisor of pupil transportation and/or the route foreman shall assign and direct Public School Safety Service Officers performing bus monitor duties.

ARTICLE VIII

HOLIDAYS/RECESS PERIODS

Section 1. (A) Employees covered by this Agreement shall be entitled to the following paid holidays:

Columbus Day	
Election Day	Christmas Day
Veteran's Day	New Year's Day
Thanksgiving Day	Martin Luther King, Jr. Day
Thanksgiving Friday	Presidents' Day
Memorial Day	Good Friday

(B) Additionally, employees assigned to work beyond the normal school year, shall receive the following additional paid holidays providing said holidays fall within an assigned workweek; 4th of July, Victory Day and Labor Day.

Section 2. If a holiday occurs on a Saturday or Sunday, the employer has a choice of declaring the preceding Friday or the following Monday a holiday or paying employees holiday pay for the holiday which falls on the weekend.

Section 3. In order to be eligible for holiday pay, an employee must work all of his/her regularly scheduled hours both on the employee's last scheduled workday preceding the holiday and the employees first scheduled workday following the holiday, unless the employee is on paid leave.

Section 4. (A) Public School Safety Service Officers who have completed at least one year of service but less than five (5) years of service shall receive five (5) days leave with pay to be taken during the period of school recess. Public School Safety Service Officers who have completed five (5) or more years of service shall receive ten (10) days leave with pay to be taken during the period of school recess.

(B) Public School Safety Service Officers shall apply to the Supervisor of Pupil Transportation for the dates in which they seek leave and to the extent that legitimate business requirements prohibit honoring all requests during a specific recess period, leaves shall be granted to the senior applicants. Public School Safety Service Officers who are denied their first choice for leave shall be granted their second choice.

(C) The Department may schedule up to two (2) one (1) week shutdowns to be taken as vacation by all employees. The vacation shutdowns will generally be scheduled during the first week of July and Christmas week. The Department will notify employees if it is going to shutdown by September 1 of the school year in which the shutdown is to occur.

(D) In lieu of holiday pay, ten month employees shall receive an additional personal day for each designated holiday, as defined in Section 1 of this Article, that occurs during a school recess for which ten month employees already receive recess pay.

Section 5. Vacation leave shall not accrue during any period in which an employee is serving a disciplinary suspension. For every work day 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.

Section 7. 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.

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ARTICLE IX
SICK LEAVE

Section 1. (A) Effective upon final ratification of this agreement by all parties, sick leave with full pay for employees hired before July 1, 2015 shall be computed at the rate of one and four-tenths (1.40) working days per month cumulative to 160 days.

Effective July 1, 2016, sick leave with full pay for employees hired before July 1, 2015 shall be computed at the rate of one and three tenths (1.30) working days per month cumulative to 160 days.

Effective July 1, 2017, sick leave with full pay for employees hired before July 1, 2015 shall be computed at the rate of one and two tenths (1.20) working days per month cumulative to 160 days.

Effective upon ratification of this agreement by all parties, sick leave with full pay for employees hired on or after July 1, 2015 shall be computed at the rate of one and two tenths (1.20) working days per month cumulative to 160 days.

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An employee with less than two years of service may borrow against his sick leave reserve for up to 15 school days, provided, however, that should the employee terminate his employment before earning said days advanced, the amount of unearned leave shall be repaid by the employee. Sick leave shall be granted for the following reasons:

(1) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his position.

(2) Attendance upon members of the family within the household of the employee whose illness requires the care of such employee.

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

(B) All Employees will adhere to the City's Sick Leave Abuse Policy:

(1) Employees who are absent from work for four(4) or more consecutive working days are required to provide documentation from a physician or other reasonable evidence as determined by the Superintendent or Director of Human Resources. This documentation is to be presented to the Director of Human Resources designated supervisor prior to starting work on the return date.

(2) The discharge of eight (8) sick days (with or without pay) within a four (4) month period will require the employee to provide medical documentation from a qualified physician or other reasonable evidence as determined by the Director of Human Resources. This documentation is to be presented to the Departments' designated supervisor prior to starting work on the

return date. This requirement will be in effect for six (6) months.

(3) If a continued pattern is present (as determined by management) the requirement will remain in effect for an additional ninety (90) days. If the requirement is lifted and there is a repeated instance of four (4) sick dates discharged in a four (4) month period, the physician's note requirement will be reinstated. Once again, this would be in effect for six (6) months. If no additional sick leave abuse occurs, the requirement is rescinded. If abuse does occur, further disciplinary action will occur up to and including termination.

Step 1. Failure to furnish medical documentation will result in lost time. The inability to furnish medical documentation will result in the employee's inability to discharge sick leave with notice that should a further occasion occur, the employer will commence with Step 2.

Step 2. Failure to furnish medical documentation will result in lost time, plus employee's inability to discharge sick leave, plus suspension equal to days of absence due to alleged illness/injury. If a further occasion should occur, the employer will commence with Step 3.

Step 3. Failure to furnish medical documentation will result in loss time, suspension and the employer will advance to pre-termination hearing.

Section 2. Sick leave allowance shall at no time be considered as a basis for the collection of severance pay, terminal leave, or in any other manner, except as a sick leave allowance for personal illness. It shall be the responsibility

of the Superintendent or his designee to inaugurate and maintain whatever additional safeguards he may deem necessary in order to prevent abuses of this privilege and to discipline employees found guilty of such abuses. Notwithstanding the above, employees who retire and receive a retirement benefit under the City of Providence Retirement System shall, upon retirement, be entitled to, for up to 50 days of accrued Sick Leave, a lump sum payment equal to twenty-five (25%) percent of the value of unused sick leave accumulated from July 1, 1987 to the date of their retirement and for all accrued Sick Leave over 50 days, fifty (50%) percent of the value of unused sick leave accumulated from July 1, 1987 to the date of their retirement.

Section 3. Workers' Compensation. (A) Notwithstanding any exclusion to the contrary, members of the bargaining unit shall be covered by and entitled to receive Workers' Compensation benefits pursuant to the provisions of the Workers' Compensation Act of the State of Rhode Island while Workers' Compensation Law remains in effect.

(B) To the extent that said Workers' Compensation Act does not pay benefits at the inception of any incapacity, members of the bargaining unit shall be entitled to receive sick leave benefits for up to the first three (3) days of incapacity.

Section 4. A permanent employee shall be granted a maternity leave without pay not to exceed one (1) year from the date of the birth of the child unless extended by the Superintendent. The employee shall notify the Superintendent one (1) month in advance of required leave. Subject to applicable law, an employee on Maternity Leave shall have the option to retain her Blue Cross and Physicians' Service coverage and riders at her own expense. Employees electing the option

shall reimburse the Providence School Department on a monthly basis for the Premium at the Providence Teachers' group rate.

Section 5. Except for employees on leave due to medical reasons, employees on unpaid leave of any nature shall cease to accrue leave after 26 weeks of unpaid leave.

Section 6. Sick leave shall not accrue during any period in which an employee is serving a disciplinary suspension.

ARTICLE X BEREAVEMENT LEAVE

Section 1. (A) An employee may be absent for five (5) consecutive days without loss of pay in the case of the death of a father, mother, brother, sister, husband, wife or child, step-child, step-father, step-mother, step-brother, or step-sister or any other person with whom the employee may then be living, including domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family;

(B) An employee may be absent for three (3) consecutive workdays without loss of pay due to the death of his own grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

(C) An employee may be absent for one (1) workday without loss of pay due to the death of an uncle, aunt, niece, or nephew, first cousin, spousal grandparent; and

Section 2. An employee may be absent for three (3) consecutive workdays without pay in the case of the death of a person who had not been residing in the residence of the

employee providing said employee is solely responsible for all funeral arrangements of the deceased; and

Section 3. Further, two (2) additional workdays may be taken for personal reasons in connection with settling the affairs of a deceased, as defined in the above paragraphs of this Article, provided that these days are taken within one (1) year from the time of the death and further provided that such affairs cannot be handled outside of the workday.

ARTICLE XI
JURY DUTY

Employees will be given time off for jury duty. The Employer will pay the difference between the total amount of fees received by the Employee for jury duty and the compensation the Employee would have received for such service.

ARTICLE XII
HEALTH AND DENTAL COVERAGE AND INSURANCE

Section 1. (A) Effective September 1, 2011, the School Department shall provide all employees who are covered by this Agreement and eligible family members with health care coverage as follows:

LOCAL UNION 1033

HEALTH CARE PLAN

COVERAGE LEVELS:

In network - Full coverage from a broad network of hospitals, PCP'S, and specialists. Members will not be billed for charges beyond Plan allowance. This network shall include the National Network commonly known as Coast to Coast.

Out of network - Members may also choose to see any other non-participating provider and still receive coverage at 80% of Plan's allowance after an annual deductible of \$100 per individual - \$300 per family; \$1000/\$3000 maximum out of pocket (Regional allowance)

PARTICIPATING PROVIDERS:

Includes the broad-based BC/BS RI network of hospitals and primary care physicians, plus specialized networks for eye care, lab & x-ray services, DME, chiropractic, home care, mental health/substance abuse.

PRE-AUTHORIZATION:

Authorization is obtained by participating providers. Members are responsible only when using non-participating providers.

DEDUCTIBLES:

\$100 per individual - annual cap of \$100 per individual and \$300 per family; \$1000/ \$3000 maximum out of pocket.

ANNUAL MAXIMUM EXPENSE:

Out of network benefit increased to full coverage after maximum expense of \$1,000 per individual, \$3,000 per family.

LIFETIME MAXIMUMS:

Unlimited.

DEPENDENT COVERAGE:

Spouse and unmarried dependent children through the end of the year in which they turn age 26.

OUTPATIENT SERVICES:

PREVENTIVE CARE:

Well-baby visits - \$15 co-payment; pap smears and mammograms covered in full.

OFFICE VISITS:

Routine and non-routine - \$15 co-payment (\$20allergist & dermatologist)

EYE EXAMS:

\$15 co-payment for one routine exam per year at participating providers.

OUTPATIENT SURGERY:

Covered in full. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out-of-pocket maximum per year.

DIAGNOSTIC LAB & X-RAY:

Covered in full at network lab and x-ray facilities.

CHIROPRACTIC CARE:

Office visits (12 per year) - \$20 co-payment; lab tests & x-rays in full.

WISDOM TEETH:

Covered in full, when medically necessary (bone impacted requiring service at hospital).

INPATIENT SERVICES

HOSPITAL ROOM & BOARD:

Unlimited days of care in a semi-private room. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out-of-pocket maximum per year.

SURGICAL-MEDICAL:

Covered in full. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out-of-pocket maximum per year.

EMERGENCY ROOM:

\$100 co-payment for treatment of accident or life threatening medical emergency within 24 hours of onset of symptoms (co-payment waived if admitted).

MATERNITY:

Covered in full. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out-of-pocket maximum per year.

ORGAN TRANSPLANT:

Covered for eligible costs associated with kidney, liver, lung, heart, cornea and homologous bone marrow transplants. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out-of-pocket maximum per year.

MENTAL HEALTH & SUBSTANCE ABUSE (MHSA)

INPATIENT MH:

45 days of care in a participating hospital, when arranged by the Care Manager. 50% at out-of-area non-participating providers. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out-of-pocket maximum per year.

OUTPATIENT MH:

\$20 per individual session; \$10 per group session; \$1,000 annual maximum, when arranged by the Care Manager. 50% after deductible at non-participating providers.

INPATIENT SA:

Detoxification - 3 admissions per year or 21 days, whichever comes first, when arranged by the Care Manager.

Rehabilitation - 30 days in any 12-month period; lifetime limit of 90 days per member, when arranged by the Care Manager.

50% coverage at out-of-area non-participating providers.

\$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out-of-pocket maximum per year.

OUTPATIENT SA:

30 hours per patient, 20 hours for family members, per 12-month period. \$20 per individual session; \$10 per group session, when arranged by the Care Manager. 50% at out-of-area non-participating providers.

ADDITIONAL SERVICES - LOCAL UNION 1033 HEALTH CARE PLAN

SELF ADMINISTERED INOCULATIONS: 80% coverage.

PHYSICAL, SPEECH & OCCUPATIONAL THERAPY - OUTPATIENT: - 80% coverage.

PRIVATE DUTY NURSING & AMBULANCE: - 80% coverage. \$20 co-payment. Does not cover State, Municipal or Air Ambulance.

DURABLE MEDICAL EQUIPMENT: - 80% coverage. No dollar maximum.

HOME & HOSPICE CARE: - 100% coverage. \$20 co-payment.
Includes doctor, nurse, health aide visits and home infusion
therapy.

ADDITIONAL SERVICES PROVIDED BY THE
RHODE ISLAND PUBLIC EMPLOYEES' HEALTH SERVICES FUND

Prepaid prescription drug coverage.

Vision Care.

(B) The Employer may also ~~agrees to~~ furnish as an
alternative to the foregoing, substantially equivalent coverage
~~under the Union approved from another healthcare provider. plan~~
~~from United Healthcare of New England.~~

(C) The cost of said coverage ~~for active employees~~ shall be
borne solely by the employer ~~through September 30, 2005 and~~ for
all retirees who retire prior to October 15, 2005.

(D) ~~Employees shall co share in the cost of healthcare~~
~~benefits provided in this agreement through pre tax weekly~~
~~payroll deduction (if permissible by law) as follows:~~

— Employees 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.

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

Section 2. (A) The ~~school department~~City shall provide all employees hired before ~~the final ratification of this agreement by all parties September 1, 2015, who regularly work more than 20 hours per week~~ and all LTS who achieved such status prior to September 1, 2015 who regularly work more than 20 hours per week with Family healthcare coverage. ~~and shall provide a~~All employees hired after ~~the final ratification of this agreement by all parties who were not LTS as of~~ September 1, 2015 ~~and any LTS who achieved such status after September 1, 2015 and~~ who regularly work 30 hours or more per week with Family healthcare coverage.

(B) The School Department shall provide all other employees with Individual health care coverage as stated above. Those employees who are not eligible for Family health care coverage as stated herein shall be afforded the opportunity to purchase family coverage by paying the difference between the Individual premium or agreed to working rate and the applicable Family rate or agreed to working rate, in addition to the co-share stated in this Agreement.

(C) Regularly works shall be defined to mean assigned to a weekly work shift and actually working (or being compensated for) the referred to number of hours for a period of six (6) weeks or more. Prior to the commencement of the School Year, members may exercise their seniority to obtain any vacant posted work shifts.

Section 3. Deductible Plan. Health plan benefits for all employees hired on or after January 1, 2019, shall include an annual deductible of \$750 per individual - \$1500 per family.

The network allowance is based upon the U.S. Blue Cross PPO Regional allowance.

Employees shall co-share in the cost of healthcare benefits provided in this agreement through pre-tax weekly payroll deduction (if permissible by law) in accordance with section 1(D) of this Article.

(B) Health Reimbursement Account (HRA).

(i.) Establishment of Account.

The parties agree that effective January 1, 2019, the City shall establish and fund a new and distinct Healthcare Reimbursement Account (HRA) which shall be administered by the City's health insurer's CDH (Consumer Driven Health) Administrator for the benefit of the parties, for the purpose of offsetting the cost of the deductible for the new healthcare plan outlined herein. On a quarterly basis, the CDH Administrator shall provide monthly reports to the parties regarding the funding level of the HRA account, and, on a quarterly basis, the CDH Administrator shall provide to the parties a report detailing the number of claims filed for reimbursement, the amounts reimbursed for each claim, and information concerning the percentage of the annual allowance utilized by each member covered by the plan.

Effective January 1, 2019, the City shall provide an initial allocation of \$100,000 to the HRA for the purpose of funding the HRA Account for benefit of employees hired on or after January 1, 2019 outlined in this Article and this initial allocation shall fund the accounts created herein and for all of the Union's City of Providence and Providence School District bargaining units.

(ii.) Benefit Levels

No employee shall be able to utilize, on an annual basis, any

more than his or her Pro Rata share of the HRA benefit. "Pro Rata share of the HRA benefit" as used in this agreement shall mean:

For employees hired on or after January 1, 2019, shall mean \$300 for employees with individual plan coverage and \$600 for employees with family plan coverage.

RETIREE HEALTH CARE COVERAGE

(A) The Employer also agrees to continue health coverage for retirees and retirees' spouses for life for all employees who retired on or after July 1, 1989 and prior to September 3, 1995. The plan of coverage shall be the plan elected by the individual on the date of retirement. Said coverage shall be converted to Plan 65 coverage upon attainment of the age of 65 or at the option of the retiree, a Medicare approved HMO, i.e., BlueChip for Medicare Plus or UnitedHealthcare of New England.

(B) 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, said coverage shall convert to Plan 65 or at the option of the retiree, a Medicare approved HMO, i.e., BlueChip for Medicare Preferred. 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.

(C) Individuals retiring on or after October 15, 2005 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.

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

(E) Effective July 1, 2008, new employees shall no longer receive Retiree Post Medicare health benefits paid for by the Employer, but the Employer shall allow said employees to purchase Post Medicare eligible healthcare at the retirees' cost and at the Employer's group rate. Said employees shall be required to participate in a Health Savings Account (HSA) at a rate of \$.05 per hour with the fund being used for said retiree Post Medicare healthcare.

(F) The School Department'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 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 School Department plan, then the School Department 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 School Department plan for retiree, all pursuant to all provisions contained herein for retirees on said retirement date. At the request of the School Department, the retiree shall be obligated to provide proof that he or she is not eligible to provide health care coverage from another source or that coverage is not otherwise equivalent coverage pursuant to this agreement. Should a retiree subsequent to retirement, whose healthcare coverage is suspended in accordance with this provision, lose alternate coverage from an alternate source, the School Department shall restore coverage on the first day of the month after coverage has been received under the same terms as those that existed at the retiree's date of retirement.

Section 3. Dental. 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 \$83.74 per month for each employee covered by this Agreement who is included in the payroll for that month to The Rhode Island Public Employees' Health Services Fund.

For purposes of this section, an employee receiving Workers' Compensation benefits shall be considered to be included in the payroll for that month.

(B) Said contributions will be paid to the Fund no later than the fifteenth (15th) day of each month and shall be based on the preceding month's payroll.

Said remittance shall include all necessary reporting forms.

(C) The Employer shall continue to contribute \$83.74 per month for each ten (10) month employee covered by this Agreement as if that ten (10) month employee were a twelve (12) month employee, during the annual summer non-work period.

~~individual coverage and family coverage as appropriate, the parties agree as follows.~~

~~a.) The City of Providence shall continue to provide all existing Dental benefit coverage to employees employed by both the City and the Providence School District and who are covered under Collective Bargaining Agreements with the Union as the exclusive representative through December 31, 2015. Effective January 1, 2016, the obligation to provide Dental benefit coverage shall be assumed by the Rhode Island Public Employees' Health Services Fund. The obligation of the City shall be to contribute to the Rhode Island Public Employees' Benefit Funds such additional amount of money on the existing monthly contribution schedule that is equal to the total of the City and School District's December 2015 Delta Dental of RI premium for its City 1033 and PPSD 1033 Groups minus \$4444.44, on a per~~

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~~capita bases, commutated on the number of employee subscribers.³
This additional contribution allocated to provide Dental
benefits shall remain fixed and shall not increase through June
30, 2019. Furthermore, the Union agrees that for the purpose of
establish a premium/working rate for all of the City/PPSD
groups, the utilization experience of the group(s) administered
by the RI Public Employees Health Services Fund may be applied
through June 30, 2018.~~

~~b.) The RI Public Employees Health Services Fund shall
make a one time payment to the City of Providence of \$26,700
within fifteen days of ratification of this agreement by all
parties. This payment shall be utilized by the City to support
wellness and preventive medicine programs for the Unions'
bargaining units.~~

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Section 4. Healthcare buy-back. (A) Upon presentation of proof of alternative health care coverage pursuant to a non-Providence School Department paid plan satisfactory to the Union, employees eligible for paid City Blue or UnitedHealthcare of New England insurance under this Agreement may choose not to be covered under the Providence School Department'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 Providence School Department plan. The parties understand and agree that employees whose spouses are employed by the Providence School Department or the City of Providence and those who have chosen not to be covered by Providence School Department policies shall not be eligible for this benefit. For

³For example, if the December premium for City1033 and PSD 1033 equals 130,000, and covers 1575 employees, the additional monthly contribution commencing January 2016 shall be $130000 - 4444.44 = 125555.56 / 1575 = \79.72 per employee, per month).

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 Providence School Department 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 July. If an employee has opted back into Providence School Department coverage during the course of a contract year, he/she shall not be entitled to any payment under this section for that year.

(B) Upon presentation of proof of alternative dental care coverage pursuant to a non-Providence School Department paid plan satisfactory to the Union, employees eligible for paid dental benefits under this Agreement may choose not to be covered under the Providence School Department'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 Providence School Department plan. The parties understand and agree that employees whose spouses are employed by the Providence School Department or the City of Providence and those who have chosen not to be covered by Providence School Department 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 Providence School Department 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 Providence School Department coverage during the course of a contract year, he/she shall not be entitled to any payment under this section for that year.

Effective January 1, 2016, the aforementioned buyback shall be eliminated.

(C) Upon presentation of proof of alternative health care coverage pursuant to a non-Providence School Department paid plan satisfactory to the Union, retirees eligible for paid City Blue or UnitedHealthcare of New England insurance under this Agreement may choose not to be covered under the Providence School Department'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 Providence School Department plan. The parties understand and agree that retirees whose spouses are employed by the Providence School Department or the City of Providence and those who have chosen not to be covered by Providence School Department 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 Providence School Department 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 Providence School Department coverage during the course of a contract year, he/she shall not be entitled to any payment under this section for that year.

Section 5. Life Insurance. The Employer shall provide, consistent with the current practice and benefits, each employee covered by this Agreement with a \$5,000.00 whole life insurance policy, effective the employee's date of hire. Effective July 1, 2002 the death benefit and the accidental death and dismemberment benefit shall each be increased to \$10,000. The parties acknowledge that this benefit was a \$2,500.00 policy prior to July 1, 1989.

Section 6. Disability Insurance. The Employer shall provide, consistent with the current practice and benefits, each employee covered by this Agreement with a \$100.00 per week accident and disability insurance policy. Said coverage shall include a thirty (30) day waiting period and cover non-occupational illness and injury only.

Section 7. Notwithstanding the foregoing provisions, the Employer shall have the right at any time during the life of this agreement to provide substantially equivalent health insurance benefits under a plan different from those specified in this Article, except for those drug, dental, prescription and vision care benefits provided through the Rhode Island Public Employees' Benefits Trust Funds.

Section 8. Coordination of Benefits: The City's obligation to provide healthcare coverage to a specific member's eligible spouse shall be suspended in the event that the spouse is eligible for medical insurance under any healthcare plan which is equivalent in all aspects of coverage and cost to the City plan. If said spouse's other available healthcare plan coverage is not equivalent to the City plan or if the Plan's cost exceeds the cost of the City plan, then the City shall have the option of: (a) providing payment to the member to make the cost equal, (b) and/or providing only such coverage as to make the plans equivalent, or (c) maintaining the City plan for the spouse. At the request of the City, the member shall be obligated to provide proof that his or her spouse is not eligible to receive healthcare coverage from another source or that such coverage is not otherwise equivalent coverage pursuant to this agreement. Should the spouse lose the alternate coverage from an alternate source, the City shall restore spousal healthcare coverage on the first day of the month after notice has been received. The aforementioned healthcare coordination of benefits for Active Members' spousal coverage will not reduce the members' healthcare benefits or increase the co-payments/co-shares or costs paid by members or their spouses if such spouses

become 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.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 1. Definition. A "grievance" is defined as a written complaint by an employee or the union alleging a violation of this agreement. It must be specific, and it must identify the Article and Section of this agreement allegedly violated by the employer. The term grievance shall not include any complaint with respect to any matter that falls outside the employer's authority or jurisdiction.

Section 2. Procedure. Employees and/or the union shall adhere to the following procedure in presenting grievances:

Step 1. Within 5 days from the date of the occurrence or event giving rise to the grievance, the employee must discuss the problem orally with his/her immediate supervisor, who shall attempt to resolve the matter informally. Grievances filed by the union may commence at Step 2, which shall be taken by the union within ten (10) days from the occurrence or event giving rise to the grievance.

Step 2. If the matter is not resolved at Step 1, the union and/or the employee must submit a written grievance to the Director of Human Resources within ten (10) days of the immediate supervisor's decision. The Director of Human Resources shall, within five days of receipt of the written grievance, schedule a meeting to decide its merits. Within 7 days following the meeting, the Director of Human Resources

shall render a written decision, copies of which shall be sent to the superintendent and the union.

Step 3. If a grievance is not resolved at Step 2, the union and/or the grievant may appeal the Director of Human Resources' decision to the superintendent. Such appeal must be submitted in writing to the superintendent within ten (10) days following receipt by the union of the Director of Human Resources' decision. Within five (5) days following his receipt of the appeal, the superintendent or his designee shall schedule a meeting for the purpose of deciding the merits of the appeal. The appeal must state specifically the grounds on which the union claims that the Director of Human Resources erred in reaching his/her decision. The superintendent shall evaluate the Director of Human Resources' decision and the written appeal filed by the union and renders a written decision within five (5) days of the receipt of the appeal. A copy of the decision shall be sent to the union.

Step 4. (A) If the grievance is not resolved at Step 3, it may be submitted by the union to arbitration within fifteen (15) days of the superintendent's decision. Arbitration shall be initiated by the union's filing a request to the American Arbitration Association in accordance with its rules and procedures, with a copy of same forwarded to the superintendent. A decision rendered in accordance with the Association's rules shall be final and binding upon the parties, except that the arbitrator shall have no power to add to, subtract from, modify or disregard any of the terms of this agreement. The expenses of the arbitrator shall be borne equally by the parties

(B) Grievances, which are not submitted within the time limits set forth above, or which are not appealed within the time limits set forth above, shall be considered waived and not entitled to further consideration unless the time is extended by mutual agreement of the parties. The union agrees to screen the grievances in order to prevent the unnecessary consumption of time which results from the filing of meritless grievances.

Section 3. Sustained grievances and grievance resolution agreements shall be implemented within thirty (30) days. If the School Department fails to implement the same, the matter shall be submitted to expedited arbitration.

Section 4. 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 maximum of five (5) working days with which time the City will conduct a hearing.

B. If the City requires additional time beyond the five (5) working days administrative leave with pay to prepare for the hearing, the employee shall remain on administrative leave with pay until the hearing is held. In no case shall administrative leave with pay exceed ten (10) working days.

C. If the Union requires additional time beyond the five (5) working days administrative leave with pay to prepare for the hearing, the employee shall be placed on leave without pay.

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 of care shall not exceed the actual amount of City service, not inclusive of the six (6) month probationary period.

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Comment [CK1]: Should we incorporate the new language in the CBA.

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Additionally, no purchases of service of any type may be added or included in the actual City service.

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ARTICLE XIV

SALARIES/LONGEVITY PAY

Section 1. Effective July 1, 2015, all full-time PSSSOs who work two (2) school bus runs shall receive a daily pay of \$74.24 for each workday. Effective July 1, 2015, all full-time PSSSOs who work three (3) or more school bus runs shall receive a daily pay of \$98.99 for each workday.

(A) There shall be no increase in wages for the period of July 1, 201~~5~~⁸ to June 30, 201~~6~~⁹.

~~(B) Effective July 1, 2016, there shall be an amount equal to an across the board wage increase for all bargaining unit employees of two percent (2.0%) over the June 30, 2016 rate.~~

~~(C) Effective July 1, 2017, there shall be an amount equal to an across the board wage increase for all bargaining unit employees of two and three quarter percent (2.75%) over the June 30, 2017 rate.~~

Section 2. Longevity Pay. (A) 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 January 1st on the basis of the employee's salary and years of service, and the

Longevity payment shall be payable on or after January 1st of each year in a lump sum as is practical.

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE AMOUNT</u>
5 yrs. but less than 10 yrs.	3%
10 yrs. but less than 15 yrs.	4%
15 yrs. but less than 20 yrs.	5%
20 yrs. or more	6%

FOR EMPLOYEES HIRED AFTER September 1, 2005

<u>YEARS OF SERVICE</u>	<u>ANNUAL PERCENTAGE AMOUNT</u>
7 yrs. but less than 12 yrs.	3%
12 yrs. but less than 17 yrs.	4%
17 yrs. but less than 20 yrs.	5%
20 yrs. or more	6%

(B) For employees hired on or after July 1, 2015, the following longevity schedule shall apply:

<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%

(C) Further, any employee within this bargaining unit who separates prior to January 1st will be eligible for a prorated payment of this Longevity supplement at the time of his/her separation and this supplement will be included with his/her final payment.

ARTICLE XV

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 the RI Public Employees' Benefit Trust Fund, the Employer agrees to contribute ~~\$11.73~~\$12.36 per day for each day each employee covered by this Agreement is paid.

Effective July 1, 2018, ~~the~~ Employer's contribution to the Rhode Island Public Employees' Trust Funds shall increase by ~~sixty three~~two cents to \$12.38 per day. ~~(\$63) effective July 1, 2017.~~

Section 2. Said contributions will be paid to the Fund no later than the fifteenth (15th) day of each month and shall be based on the preceding month's payroll. Said remittance shall include all necessary reporting forms.

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

Section 4. The Employer shall contribute ~~\$1.25~~\$1.34 per hour per each ten (10) month employee covered by this Agreement based on the number of hours each ten (10) month employee would work, if that ten (10) month employee were a twelve (12) month employee, during the annual summer non-work period.

Effective ~~July 1~~January 1, 201~~79~~9, said contribution shall be increased to \$1.3~~6~~4 per hour.

Section 5. Each employee covered by this Agreement and their dependents shall be provided prescription drug benefits, vision care benefits and a Wellness Benefit Program from the "Rhode Island Public Employees' Health Services Fund", established by Declaration of Trust dated July 1, 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.

(A). The parties shall continue to participate in the preferred schedule as codified in the Funding Rehabilitation Plan of the LIUNA National (Industrial) Pension Fund and the employer's contributions to the Fund shall continue and shall increase according to said Preferred Schedule. Said contributions shall be due for each day in which an employee receives pay. Employees receiving Workers' Compensation benefits shall be considered to be working and receiving their regular pay for the sole purpose of making retirement contributions pursuant to this section. The Employer's contribution to the RI Public Employees' Benefits Fund shall remain as stated in Section 1 above.

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. 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.

ARTICLE XVI MANAGEMENT RIGHTS

Section 1. Except as abridged or restricted by any provision in this Agreement or by applicable law, the Employer shall have the exclusive right to supervise and control all of its departments and employees, to issue reasonable rules and regulations, and to exercise any and all rights and authority granted to the School Board 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 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 Providence School Board. Nothing contained in Article II, Section 5 shall negate, contradict, or modify in any way the Providence School Board's rights pursuant to this provision.

ARTICLE XVII
NO STRIKE - NO LOCKOUT

Section 1. Cognizant of the statutory prohibition against strikes by employees covered by this Agreement, neither the union nor any employees covered by this Agreement shall engage in, induce, cause, or encourage any strike, slowdown, refusal to perform duties (including collective absenteeism for alleged illness), work stoppage, or withholding of services of any kind for any reason during the life of this Agreement. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XVIII
MISCELLANEOUS

Section 1. An educational benefit program has been jointly established in accordance with the following:

Section 2. The employer shall fund tuition reimbursement annually in the amount of \$2,000. Said amount shall be paid to the Rhode Island Public Employees' Benefit Trust Fund account no later than October 1 each year. The Union shall provide the School Board annually with an accounting of said funds and the names of individuals who received said funds.

Section 3. Employees shall not be allowed to attend courses during normal work hours unless the Superintendent grants prior approval.

Section 4. Course disbursements shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Courses shall qualify for

reimbursement if they are part of a degree-granting program, are job related or part of a technical, professional, GED or trade school program. To qualify for reimbursement, the employee must receive a minimum grade of "C" for undergraduate courses and "B" for graduate courses.

Section 5. Evaluations - Annual Evaluations. (A) Each employee shall be evaluated by his/her supervisor. The evaluation shall be in writing and a copy shall be given to the employee who shall have the right to meet and discuss the evaluation with the supervisor. Whenever it is appropriate, the supervisor shall offer constructive criticism and make specific suggestions for correction of deficiencies.

(B) If, in the opinion of the supervisor, the evaluation is unsatisfactory, the employee will be re-evaluated in writing within a reasonable time and shall again be given an opportunity to meet and discuss the evaluation with the supervisor who will make appropriate constructive criticisms for corrective action. The employee shall have the right to have a Union representative present at this meeting, if he/she so requests.

(C) Annual evaluations are not subject to the grievance procedure. The Employer may use an evaluation as evidence of notice in a disciplinary proceeding but not as primary evidence for discipline.

Section 6. Military Service. Any employee who enters the armed forces of the United States Military or Naval Forces or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission or otherwise, and who has held a position in the School Department for 180 or more calendar days within the twelve months next preceding such entrance into the armed forces, is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces.

Upon termination of such military service, the employee shall be entitled to all benefits provided in accordance with the requirements of all applicable federal and state laws. Such leave of absence shall be deemed to have expired six months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee, shall serve to cancel such leave.

Section 7. Military Training Leave. Employees who, by reason of membership to the United States Military Naval or Air Reserve or the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the state military force or special duty as a part of the federal military force, shall be granted military training leave with pay not to exceed twenty (20) days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than twenty (20) days, he/she shall be granted leave without pay for days in excess of twenty (20) days. In the event any employee shall be entitled to additional military training leave compensation benefit by virtue of any City of Providence ordinance or state/federal law, the employee shall receive the greater of the contract benefit or the benefit to which he/she is entitled in accordance with the applicable ordinance or law.

Section 8. Immunization Shots. The Board will make available to all employees, without cost, annual immunization shots against influenza, provided the vaccine is available.

ARTICLE XIX SEVERABILITY

Section 1. If a court of competent jurisdiction holds that any provisions of this agreement violates any federal, state or local law, the other provisions of this Agreement shall nevertheless remain in full force and effect for the duration of this agreement.

ARTICLE XX
COMPLETE AGREEMENT

Section 1. This Agreement constitutes the entire agreement and complete understanding between the Employer and the Union arrived at through collective bargaining. The terms and conditions of this Agreement shall not be modified, amended, or otherwise altered except by written mutual agreement between the parties during the term of this Agreement. Authorized representatives of both parties must execute any written amendments or modifications 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 XXI
DURATION OF AGREEMENT

Section 1. The terms and conditions of this Agreement shall be effective July 1, 2015~~8~~ and shall continue in full force and effect through June 30, 2018~~9~~ and from year to year thereafter unless either party at least One Hundred and Twenty (120) days prior to June 30, 2018~~9~~, gives notice in writing to the other party of its intention to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given. In the event that such notice is given, negotiations shall begin immediately, no later than sixty (60) days prior to the termination of the Agreement.

Section 2. Further, if at the time this Agreement would otherwise terminate, the parties are negotiating for a new Agreement, the terms and conditions, excluding any wage increase

hereof, shall continue in effect so long as such negotiations continue.

IN WITNESS WHEREOF, the parties named herein have hereunto set their hands and seals this ____ day of _____ in the year 20168.

THE CITY OF PROVIDENCE, on behalf of
THE PROVIDENCE SCHOOL DEPARTMENT
BY

RHODE ISLAND LABORERS'
DISTRICT COUNCIL
BY

JORGE O. ELORZA
MAYOR, CITY OF PROVIDENCE

MICHAEL F. SABITONI
BUSINESS MANAGER

LOCAL UNION 1033
BY

RONALD R. COIA, ESQ.
BUSINESS MANAGER

WITNESS:

Approved as to Form and Correctness:

Jeffrey Dana, Esq.
City Solicitor

(APPENDIX A)

EMERGENCY SICK LEAVE BANK

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 has been exhausted.

To be eligible to use Emergency Sick Leave Bank time:

- 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.
- b) The Local 1033 member must have contributed at least five (5) sick 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. Such 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;

- 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.

Emergency Sick Leave Bank Committee

The Emergency Sick Leave Bank shall be administered by a Committee established jointly by the Providence School Board and Local Union 1033. The Director of Personnel or his/her designees shall select one individual and the President of Local Union 1033 shall select two individuals to serve as members of the Committee. The Director of Personnel and the President of the Local Union 1033 shall be ex officio members of the Committee and shall have rights and powers granted to all members of the committee.

All requests to use time from the Bank shall be in writing and shall be reviewed by the Committee. The Committee shall notify the member of approval or denial by mailing said notifications, certified mail return receipt requested, to the member's home address. Any decisions of the Committee regarding use, access, application and any other process or procedure concerning the Emergency Sick Leave Bank shall be final and binding upon the Providence School Board and Local Union 1033 and shall not be subject to the contractual grievance procedure or any other administrative remedy.

It shall be the Committee's responsibility to manage the Emergency Sick Leave Bank, and among other things, determine the appropriate level of accumulated days necessary to remain in the bank in order for the Bank to be viable. Should the accumulation of days in the bank fall below a minimum level which the Committee deems necessary to effectively administer the Bank, the Committee may request Bank members to make an additional contribution. Where an additional contribution is requested, each member of the Bank wishing to retain membership shall assign the required number as determined by the Committee. Where a member of the bank wishes to retain membership, but has exhausted his/her sick leave and is unable to make the necessary required contribution, said member shall assign an equivalent

amount of sick leave as of the date on which said member next accrues sick leave in a sufficient quantity to make the donation.

Membership in the Emergency Sick Leave Bank shall be pursuant to rules drafted by the Committee. New members may join the Emergency Sick Leave bank each year, at times designated by the Committee, by assigning no less than five (5) full pay sick leave accumulated days to the Bank. Current members of the bank may make additional contributions to the Bank during periods designated by the Committee.

Eligible Local 1033 members requesting to use time from the Bank may make an initial request of no more than sixty (60) days. Extensions of use of Emergency Sick Leave Bank time may be made to the Committee. Any extension request must be documented pursuant to rules as designated by the Committee.

Forms for Local Union 1033 members to donate time to the emergency Sick Leave Bank and to make application to use Emergency Sick Leave Bank Time shall be determined by the Committee and shall be available at the Department of Personnel and the Office of Local Union 1033 with copies being retained in each office.

(EXHIBIT A)

RHODE ISLAND PUBLIC EMPLOYEES' EDUCATION AND
POLITICAL ACTION COMMITTEE DEDUCTION

I further authorize the Employer to deduct the sum of three cents (\$.03) per hour for each hour worked as a voluntary contribution to the Rhode Island Public Employees' Education and Political Action Committee (RIPEEPAC), which I understand constitutes a separate aggregate fund used for the purposes allowed under the provisions of the Rhode Island law.

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

This authorization shall become operative upon the date of each collective bargaining agreement entered into between my employer and the Union on _____, whichever is sooner and shall be irrevocable for a period of one (1) year, or until termination of the collective bargaining agreement in existence between my employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or between my employer and the Union, whichever shall be shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my employer and the Union, whichever occurs sooner. For the effective period of this checkoff authorization and assignment, I hereby waive any right I may have to resign my union membership. Furthermore, this checkoff authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union. Notwithstanding the foregoing, the three (\$.03) cents per hour authorization for contribution to the RIPEEPAC is subject to revocation at any time.

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

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

Employee

Social Security Number

Address

City or Town

State and Zip Code

TABLE OF CONTENTS

ARTICLE		PAGE
I	PERSONS COVERED BY THIS AGREEMENT	1
II	UNION SECURITY	3
III	NO DISCRIMINATION, MEETINGS, AND MAILINGS	5
IV	SENIORITY	6
V	IN-SERVICE TRAINING	7
VI	JOB SECURITY AND VACANCIES	8
VII	WORKDAY	9
VIII	HOLIDAYS/RECESS PERIODS	9
IX	SICK LEAVE	11
X	BEREAVEMENT LEAVE	15
XI	JURY DUTY	16
XII	HEALTH & DENTAL COVERAGE AND INSURANCE	17
XIII	GRIEVANCE PROCEDURE	31
XIV	SALARIES/LONGEVITY PAY	34
XV	UNION TRUST FUNDS	36
XVI	MANAGEMENT RIGHTS	38

XVII	NO STRIKE - NO LOCKOUT	38
XVIII	MISCELLANEOUS	39
XIX	SEVERABILITY	41
XX	COMPLETE AGREEMENT	41
XXI	DURATION OF AGREEMENT	42
APPENDIX A	EMERGENCY SICK LEAVE BANK	
EXHIBIT A	PAC PARTICIPATION FORM	
APPENDIX B	PREVIOUSLY NEGOTIATED AGREEMENTS	

AGREEMENT

AGREEMENT made effective the 1st day of July, 2015⁹ by and between the CITY OF PROVIDENCE, on behalf of THE PROVIDENCE SCHOOL DEPARTMENT, hereinafter referred to as "Employer", and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of Local Union 1033 of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH

ARTICLE I PERSONS COVERED BY THIS AGREEMENT

Section 1. (A) The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of, and this Agreement shall apply only to, permanent Public School Safety Services Officers, performing both bus monitor and crossing guard duties, employed by the Employer, excluding all other employees. The parties shall execute any and all documents necessary for the Rhode Island State Labor Relations Board to issue an amended Certification consistent with their intention as stated herein.

(B) Substitute Public School Safety Service Officers shall likewise be excluded from the bargaining unit and coverage under this agreement, with the exception of substitutes who achieve long-term substitute status pursuant to Section 3 below.

Section 2. This provision and the terms of this Agreement shall be construed in a manner consistent with the Certification

issued in Case No. EE-3397 by the Rhode Island State Labor Relations Board on December 26, 1986, and the Recognition Agreement entered into by the parties on December 19, 1986, which was incorporated into and made a part of the aforesaid Certification.

Section 3. Definition of Employee. (A) The term "full-time permanent Public School Safety Service Officers" shall mean one who is employed to work in that capacity on a schedule of twenty (20) hours or more per week. The term "part-time permanent Public School Safety Service Officers" shall mean one who is employed to work in that capacity on a schedule of less than twenty (20) hours per week.

(B) "Long-term Substitute": Any vacancy, other than a clear vacancy as defined below, which is known to be of a duration of more than 60 days shall be filled by the most senior qualified substitute employee. In such cases or in cases where a substitute employee is otherwise assigned to and who works in the same vacant position for more 60 consecutive days, than 60 full days during a given school year, said substitute employee shall become a Long Term Substitute (LTS) at the conclusion of said 60 days and shall thereafter receive the wages and benefits included within this Agreement. said substitute employee shall become a Long Term Substitute (LTS) at the conclusion of said 60 days and shall thereafter receive the wages and benefits included within this agreement. In the event the incumbent of the vacancy thereafter returns to work, he/she shall be returned to his or her former position and the LTS shall be assigned to any other position then available. The employer agrees it will not arbitrarily break long term service in the same vacancy at or approaching the 60th day of consecutive substitute service for the sole purpose of preventing substitutes from achieving long term status. Substitutes that are assigned to various short term vacancies or substitutes who do not work 60 consecutive days shall not achieve LTS status.

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Any clear vacancy that may arise during the school year shall be filled with the most senior LTS no later than 10 days from when the vacancy arises. A clear vacancy is a vacancy caused by the creation of a position that did not previously exist or the resignation, termination, retirement or death of the incumbent of an existing position.

All clear vacancies that exist at the conclusion of each school year shall be filled at the parties' summer jamboree by LTSs in the order of their seniority. Any LTS who acquired LTS status on or after September 1, 2015 who is not awarded a clear vacancy shall revert to substitute status at the beginning of the school year following the summer jamboree.

In all cases, substitutes and LTSs shall be offered assignments by seniority.

(C) It is understood and agreed by the parties that part-time Public School Safety Service Officers performing bus monitors duties, teachers' assistants, and employees in other classifications may perform work identical to the work performed by full-time Public School Safety Service Officers performing bus monitor duties, and that nothing in this Agreement shall be construed to restrict the right of the Employer to assign such employee in other classifications to work which is similar or identical to that performed by Public School Safety Service Officers performing full-time bus monitor duties.

Section 4. Probationary Period. All Employees are subject to a 120-day probationary period during which the Employer without recourse may dismiss them.

ARTICLE II UNION SECURITY

Section 1. Dues Deduction. The employer agrees to the administration of a union check-off system pursuant to which union dues or service charges will be withheld from the

employee's paycheck upon his/her written voluntary authorization. Upon receipt of such authorization, the employer will deduct equal amounts from each paycheck; weekly, bi-weekly, or otherwise, as the frequency of the pay period may require. The employer will transmit to the union's treasurer withheld union dues and service charges for the previous month's earnings no later than the 28th day of each month.

Section 2. (A) In addition, the Providence School Department shall deduct the sum of three cents (3¢) per hour for each hour worked or paid for from the pay of those employees who so authorize on a voluntary basis to the Rhode Island Public Employees' Education and Political Action Committee (RIPEEPAC), created by the Union in accordance with Title 25, chapter 17, RIGL, as a voluntary contribution.

(B) 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 RIPEEPAC 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.

Section 3. Union Security.

(A) All employees who are members of the union on the effective date of this agreement shall remain members of the union in good standing for the life of this agreement to the extent of paying dues uniformly required for retention of membership.

(B) All employees who are not members of the union on the effective date of this agreement and do not apply for membership shall pay a monthly service charge to the union as a contribution towards the administration of this agreement, in an amount equal to the regular dues paid by union members.

(C) Employees who fail to comply with requirements of Subsection (A) or (B) above shall be discharged by the employer within 30 days after receipt by the employer of written notice from the union of the employee's failure to pay the service charge and demand for said discharge.

Section 4. Union dues shall be deducted on a 10-month basis in an amount equivalent to 12 months' dues for the employees who work on a 10-month schedule.

Section 5. Indemnification. The union agrees to indemnify the employer for any and all costs and damages that the employer incurs as a result of compliance with the provisions of this Article II.

Section 6. Unless otherwise agreed to by the parties, the City shall not assign bargaining unit work to non-bargaining unit persons.

ARTICLE III NO DISCRIMINATION, MEETINGS, AND MAILINGS

Section 1. No Discrimination. There shall be no discrimination by the Union or the Employer against any employee because of race, creed, color, national origin, age, sex or sexual orientation. Nothing contained in this Collective Bargaining Agreement shall be interpreted or construed as a violation of the Americans with Disabilities Act of 1990.

Section 2. Use of School Buildings. To the extent possible, the bargaining unit shall have use of school buildings for after school meetings, provided that the meetings do not conflict with any scheduled school function. The union shall be responsible for custodial coverage and other utility costs for such meetings. Additionally, the Union shall have the right to post and distribute materials relating to Union business.

Section 3. Time Off for Union Business. Not more than 3 members of the negotiating team shall be granted time off without loss of pay during working hours to attend contract

negotiations mutually scheduled by the employer and the union. An employee who has filed a grievance and that employee's steward shall be granted time off without loss of pay to attend any grievance meeting scheduled with the employer relating to the grievance.

ARTICLE IV SENIORITY

Section 1. Definition. Seniority shall be defined as the total length of service to the Providence School Department as a permanent Public School Safety Service Officers. It is understood that it is the employee's responsibility to advise the Human Resources Department of his/her current address and telephone number.

The Employer shall forward a seniority list to the Union, by Department, on an annual basis no later than October 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 2. Layoffs.

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. If a sufficient number of employees do not volunteer for layoff, the Employer may layoff employees by inverse total employment seniority, i.e. last employee hired shall be the first employee laid off, the number of which can not exceed ten (10%) percent of the bargaining unit workforce. All substitute employees 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. Union Stewards shall be considered senior in service for layoff purposes only.

Section 3. Break in Seniority.

Seniority shall be broken by any one of the following events.

- (A) Discharge of an employee for just cause;
- (B) Voluntary termination of an employee's employment;
- (C) An employee's exceeding an authorized leave of absence;
- (D) An employee's failure to respond to a recall notice;
- (E) An employee's engaging in other work without authorization while on leave of absence;
- (F) When an employee has been on lay-off status for a continuous period of two (2) years.

ARTICLE V
IN-SERVICE TRAINING

Section 1. Commencing in the 2011-2012 School Year, the School Department shall provide seven (7) hours of paid job related professional development to all bargaining unit members

and at the discretion of the employer, a pre School Orientation period of four (4) hours at the employees' regular hourly wage of pay.

ARTICLE VI
JOB SECURITY & VACANCIES

All bargaining unit positions that become available, as determined by the Employer, shall be filled in the following manner:

Section 1. Notice of vacancies in said positions shall be posted at the work site (i.e. bus yard) and mailed to the Union within two (2) days of such postings.

Section 2. The notice shall provide bargaining unit Employees with a minimum of five (5) working days from the date of posting to apply for said position(s) on forms provided by the employer:

1 copy to Employer
1 copy to Local Union 1033 Business Manager
1 copy to Employee requesting vacancy

Section 3. Bargaining unit employees who apply for such positions shall have preference, in the order of their seniority, in filling such positions, prior to the hiring of outside applicants.

Section 4. Filling Vacancies. Unless otherwise agreed to by the parties, any posted vacancy shall be filled no later than either forty-five (45) days from the date of posting, or upon

the expiration of the retiring employee's vacation leave, whichever is greater.

ARTICLE VII
WORKDAY

Section 1. An employee's workday will not exceed a total of eight (8) hours scheduled at the employer's discretion at any time or times between 6:30 A.M. and 5:30 P.M., and for those persons performing bus monitor duties only, shall be inclusive of a thirty (30) minute lunch period and a twenty (20) minute rest period as scheduled by the employer.

Section 2. Employees will be required to punch their time cards both at the beginning and end of each period of continuous work.

Section 3. Employees covered by this Agreement who work more than eight (8) hours per workday or who work or are credited with more than forty (40) hours per week shall receive overtime wages at the rate of 150% of their regular wages, for all such hours worked or credited.

Section 4. Employees covered by this Agreement may, at the discretion of the Director of Human Resources be granted up to two (2) personal days with pay, per year, for the purpose of attending to personal business that cannot be accomplished during non-working hours.

Section 5. The supervisor of pupil transportation and/or the route foreman shall assign and direct Public School Safety Service Officers performing bus monitor duties.

ARTICLE VIII

HOLIDAYS/RECESS PERIODS

Section 1. (A) Employees covered by this Agreement shall be entitled to the following paid holidays:

Columbus Day	
Election Day	Christmas Day
Veteran's Day	New Year's Day
Thanksgiving Day	Martin Luther King, Jr. Day
Thanksgiving Friday	Presidents' Day
Memorial Day	Good Friday

(B) Additionally, employees assigned to work beyond the normal school year, shall receive the following additional paid holidays providing said holidays fall within an assigned workweek; 4th of July, Victory Day and Labor Day.

Section 2. If a holiday occurs on a Saturday or Sunday, the employer has a choice of declaring the preceding Friday or the following Monday a holiday or paying employees holiday pay for the holiday which falls on the weekend.

Section 3. In order to be eligible for holiday pay, an employee must work all of his/her regularly scheduled hours both on the employee's last scheduled workday preceding the holiday and the employees first scheduled workday following the holiday, unless the employee is on paid leave.

Section 4. (A) Public School Safety Service Officers who have completed at least one year of service but less than five (5) years of service shall receive five (5) days leave with pay to be taken during the period of school recess. Public School Safety Service Officers who have completed five (5) or more years of service shall receive ten (10) days leave with pay to be taken during the period of school recess.

(B) Public School Safety Service Officers shall apply to the Supervisor of Pupil Transportation for the dates in which they seek leave and to the extent that legitimate business requirements prohibit honoring all requests during a specific recess period, leaves shall be granted to the senior applicants. Public School Safety Service Officers who are denied their first choice for leave shall be granted their second choice.

(C) The Department may schedule up to two (2) one (1) week shutdowns to be taken as vacation by all employees. The vacation shutdowns will generally be scheduled during the first week of July and Christmas week. The Department will notify employees if it is going to shutdown by September 1 of the school year in which the shutdown is to occur.

(D) In lieu of holiday pay, ten month employees shall receive an additional personal day for each designated holiday, as defined in Section 1 of this Article, that occurs during a school recess for which ten month employees already receive recess pay.

Section 5. Vacation leave shall not accrue during any period in which an employee is serving a disciplinary suspension. For every work day 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.

Section 7. 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.

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ARTICLE IX
SICK LEAVE

Section 1. (A) Effective upon final ratification of this agreement by all parties, sick leave with full pay for employees ~~hired before July 1, 2015~~ shall be computed at the rate of one and four-tenths (1.~~24~~0) working days per month cumulative to 160 days.

~~Effective July 1, 2016, sick leave with full pay for employees hired before July 1, 2015 shall be computed at the rate of one and three tenths (1.30) working days per month cumulative to 160 days.~~

~~Effective July 1, 2017, sick leave with full pay for employees hired before July 1, 2015 shall be computed at the rate of one and two tenths (1.20) working days per month cumulative to 160 days.~~

~~Effective upon ratification of this agreement by all parties, sick leave with full pay for employees hired on or after July 1, 2015 shall be computed at the rate of one and two tenths (1.20) working days per month cumulative to 160 days.~~

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An employee with less than two years of service may borrow against his sick leave reserve for up to 15 school days, provided, however, that should the employee terminate his employment before earning said days advanced, the amount of unearned leave shall be repaid by the employee. Sick leave shall be granted for the following reasons:

(1) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his position.

(2) Attendance upon members of the family within the household of the employee whose illness requires the care of such employee.

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

(B) All Employees will adhere to the City's Sick Leave Abuse Policy:

(1) Employees who are absent from work for four(4) or more consecutive working days are required to provide documentation from a physician or other reasonable evidence as determined by the Superintendent or Director of Human Resources. This documentation is to be presented to the Director of Human Resources designated supervisor prior to starting work on the return date.

(2) The discharge of eight (8) sick days (with or without pay) within a four (4) month period will require the employee to provide medical documentation from a qualified physician or other reasonable evidence as determined by the Director of Human Resources. This documentation is to be presented to the Departments' designated supervisor prior to starting work on the

return date. This requirement will be in effect for six (6) months.

(3) If a continued pattern is present (as determined by management) the requirement will remain in effect for an additional ninety (90) days. If the requirement is lifted and there is a repeated instance of four (4) sick dates discharged in a four (4) month period, the physician's note requirement will be reinstated. Once again, this would be in effect for six (6) months. If no additional sick leave abuse occurs, the requirement is rescinded. If abuse does occur, further disciplinary action will occur up to and including termination.

Step 1. Failure to furnish medical documentation will result in lost time. The inability to furnish medical documentation will result in the employee's inability to discharge sick leave with notice that should a further occasion occur, the employer will commence with Step 2.

Step 2. Failure to furnish medical documentation will result in lost time, plus employee's inability to discharge sick leave, plus suspension equal to days of absence due to alleged illness/injury. If a further occasion should occur, the employer will commence with Step 3.

Step 3. Failure to furnish medical documentation will result in loss time, suspension and the employer will advance to pre-termination hearing.

Section 2. Sick leave allowance shall at no time be considered as a basis for the collection of severance pay, terminal leave, or in any other manner, except as a sick leave allowance for personal illness. It shall be the responsibility

of the Superintendent or his designee to inaugurate and maintain whatever additional safeguards he may deem necessary in order to prevent abuses of this privilege and to discipline employees found guilty of such abuses. Notwithstanding the above, employees who retire and receive a retirement benefit under the City of Providence Retirement System shall, upon retirement, be entitled to, for up to 50 days of accrued Sick Leave, a lump sum payment equal to twenty-five (25%) percent of the value of unused sick leave accumulated from July 1, 1987 to the date of their retirement and for all accrued Sick Leave over 50 days, fifty (50%) percent of the value of unused sick leave accumulated from July 1, 1987 to the date of their retirement.

Section 3. Workers' Compensation. (A) Notwithstanding any exclusion to the contrary, members of the bargaining unit shall be covered by and entitled to receive Workers' Compensation benefits pursuant to the provisions of the Workers' Compensation Act of the State of Rhode Island while Workers' Compensation Law remains in effect.

(B) To the extent that said Workers' Compensation Act does not pay benefits at the inception of any incapacity, members of the bargaining unit shall be entitled to receive sick leave benefits for up to the first three (3) days of incapacity.

Section 4. A permanent employee shall be granted a maternity leave without pay not to exceed one (1) year from the date of the birth of the child unless extended by the Superintendent. The employee shall notify the Superintendent one (1) month in advance of required leave. Subject to applicable law, an employee on Maternity Leave shall have the option to retain her Blue Cross and Physicians' Service coverage and riders at her own expense. Employees electing the option

shall reimburse the Providence School Department on a monthly basis for the Premium at the Providence Teachers' group rate.

Section 5. Except for employees on leave due to medical reasons, employees on unpaid leave of any nature shall cease to accrue leave after 26 weeks of unpaid leave.

Section 6. Sick leave shall not accrue during any period in which an employee is serving a disciplinary suspension.

ARTICLE X BEREAVEMENT LEAVE

Section 1. (A) An employee may be absent for five (5) consecutive days without loss of pay in the case of the death of a father, mother, brother, sister, husband, wife or child, step-child, step-father, step-mother, step-brother, or step-sister or any other person with whom the employee may then be living, including domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family;

(B) An employee may be absent for three (3) consecutive workdays without loss of pay due to the death of his own grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

(C) An employee may be absent for one (1) workday without loss of pay due to the death of an uncle, aunt, niece, or nephew, first cousin, spousal grandparent; and

Section 2. An employee may be absent for three (3) consecutive workdays without pay in the case of the death of a person who had not been residing in the residence of the

employee providing said employee is solely responsible for all funeral arrangements of the deceased; and

Section 3. Further, two (2) additional workdays may be taken for personal reasons in connection with settling the affairs of a deceased, as defined in the above paragraphs of this Article, provided that these days are taken within one (1) year from the time of the death and further provided that such affairs cannot be handled outside of the workday.

ARTICLE XI
JURY DUTY

Employees will be given time off for jury duty. The Employer will pay the difference between the total amount of fees received by the Employee for jury duty and the compensation the Employee would have received for such service.

ARTICLE XII
HEALTH AND DENTAL COVERAGE AND INSURANCE

Section 1. (A) The School Department shall provide individual and family health plan benefits for all employees as provided for below. The plan shall include an annual deductible of \$750 per individual - \$1500 per family, with the network allowance based upon the U.S. Blue Cross PPO Regional allowance and with healthcare coverage as follows: Effective September 1, 2011, the School Department shall provide all employees who are covered by this Agreement and eligible family members with health care coverage as follows.

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LOCAL UNION 1033

HEALTH CARE PLAN

~~COVERAGE LEVELS:-~~

~~In network — Full coverage from a broad network of hospitals, PCP'S, and specialists. Members will not be billed for charges beyond Plan allowance. This network shall include the National Network commonly known as Coast to Coast.~~

~~Out of network — Members may also choose to see any other non-participating provider and still receive coverage at 80% of Plan's allowance after an annual deductible of \$100 per individual — \$300 per family, \$1000/\$3000 maximum out of pocket (Regional allowance)~~

~~PARTICIPATING PROVIDERS:-~~

~~Includes the broad based BC/BS RI network of hospitals and primary care physicians, plus specialized networks for eye care, lab & x ray services, DME, chiropractic, home care, mental health/substance abuse.~~

~~PRE-AUTHORIZATION:-~~

~~Authorization is obtained by participating providers. Members are responsible only when using non-participating providers.~~

~~DEDUCTIBLES:-~~

~~\$100 per individual — annual cap of \$100 per individual and
\$300 per family; \$1000/ \$3000 maximum out of pocket.~~

~~ANNUAL MAXIMUM EXPENSE:~~

~~Out of network benefit increased to full coverage after
maximum expense of \$1,000 per individual, \$3,000 per family.~~

~~LIFETIME MAXIMUMS:~~

~~Unlimited.~~

~~DEPENDENT COVERAGE:~~

~~Spouse and unmarried dependent children through the end of
the year in which they turn age 26.~~

~~OUTPATIENT SERVICES:~~

~~PREVENTIVE CARE:~~

~~Well baby visits — \$15 co payment; pap smears and mammograms
covered in full.~~

~~OFFICE VISITS:~~

~~Routine and non routine — \$15 co payment (\$20 allergist & dermatologist)~~

~~EYE EXAMS:~~

~~\$15 co payment for one routine exam per year at participating providers.~~

~~OUTPATIENT SURGERY:~~

~~Covered in full. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out of pocket maximum per year.~~

~~DIAGNOSTIC LAB & X-RAY:~~

~~Covered in full at network lab and x ray facilities.~~

~~CHIROPRACTIC CARE:~~

~~Office visits (12 per year) — \$20 co payment; lab tests & x-rays in full.~~

~~WISDOM TEETH:~~

~~Covered in full, when medically necessary (bone impacted requiring service at hospital).~~

~~INPATIENT SERVICES~~

~~HOSPITAL ROOM & BOARD:~~

~~Unlimited days of care in a semi private room. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out of pocket maximum per year.~~

~~SURGICAL-MEDICAL:~~

~~Covered in full. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out of pocket maximum per year.~~

~~EMERGENCY ROOM:~~

~~\$100 co-payment for treatment of accident or life threatening medical emergency within 24 hours of onset of symptoms (co-payment waived if admitted).~~

~~MATERNITY:~~

~~Covered in full. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300~~

~~family out of pocket maximum per year.~~

~~ORGAN TRANSPLANT:~~

~~Covered for eligible costs associated with kidney, liver, lung, heart, cornea and homologous bone marrow transplants. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out of pocket maximum per year.~~

~~MENTAL HEALTH & SUBSTANCE ABUSE (MHSA)~~

~~INPATIENT MH:~~

~~45 days of care in a participating hospital, when arranged by the Care Manager. 50% at out of area non participating providers. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out of pocket maximum per year.~~

~~OUTPATIENT MH:~~

~~\$20 per individual session; \$10 per group session; \$1,000 annual maximum, when arranged by the Care Manager. 50% after deductible at non participating providers.~~

~~INPATIENT SA:~~

~~Detoxification—3 admissions per year or 21 days, whichever comes first, when arranged by the Care Manager.~~

~~Rehabilitation—30 days in any 12 month period; lifetime limit of 90 days per member, when arranged by the Care Manager.~~

~~50% coverage at out of area non-participating providers.~~

~~\$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out of pocket maximum per year.~~

~~OUTPATIENT SA:~~

~~30 hours per patient, 20 hours for family members, per 12-month period. \$20 per individual session; \$10 per group session, when arranged by the Care Manager. 50% at out of area non-participating providers.~~

ADDITIONAL SERVICES—LOCAL UNION 1033 HEALTH CARE PLAN

~~SELF ADMINISTERED INOCULATIONS: 80% coverage.~~

~~PHYSICAL, SPEECH & OCCUPATIONAL THERAPY—OUTPATIENT:—80% coverage.~~

~~PRIVATE DUTY NURSING & AMBULANCE: 80% coverage. \$20 co-payment. Does not cover State, Municipal or Air Ambulance.~~

~~DURABLE MEDICAL EQUIPMENT: 80% coverage. No dollar maximum.~~

~~HOME & HOSPICE CARE: 100% coverage. \$20 co payment. Includes doctor, nurse, health aide visits and home infusion therapy.~~

LOCAL UNION 1033
HEALTH CARE PLAN

PRE-AUTHORIZATION: Authorization is obtained by participating (In Network) providers. Members are responsible only when using non-participating providers and for certain diagnostic testing, including MRI.

Hospital Inpatient, Outpatient and free standing ambulatory Surgi Center covered in full for unlimited days of care with all necessary medical services after meeting the annual deductible.

In Network - Coverage in full after meeting the annual deductible.

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

ANNUAL MAXIMUM EXPENSE:

Benefits increased to full coverage after an annual maximum expense of \$1,000 per individual; \$3,000 per family for all Health Care Plan out of pocket expenses. The out-of-pocket limits are separate for in-network and out-of-network.

Benefits increased to full coverage after maximum expense of \$1,300 per individual; \$2,600 per family for all non-oral RX out of pocket expenses.

Benefits increased to full coverage after maximum expense of \$1,300 per individual; \$2,600 per family for all oral RX out of pocket expenses.

All deductibles, co-pays, and co-insurance applies to the Out of Pocket Maximum.

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: In Network- Covered in full subject to Pre-authorization after meeting the annual deductible (except preventative and early detection care), at Blue Cross participating lab, diagnostic and x-ray facilities. Out of

Network- Plan pays 80% of the In Network- allowance after an annual deductible, also subject to Pre authorization.

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- Co pay then coverage at 80% of the In Network allowance for unlimited days of care in a semiprivate room with all necessary medical services, after meeting the annual deductible.

ORGAN TRANSPLANT: In Network- Covered in full for unlimited days of care for eligible services to the recipient and the donor associated with kidney, liver, lung, heart, cornea and homologous bone marrow transplants, after meeting the annual deductible.

Out of Network- Co pay then coverage at 80% of the In Network allowance for eligible services to the recipient and the donor, after meeting the annual deductible.

Free Standing Surg Center 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.

EMERGENCY ROOM: \$125 co-payment for treatment of accident or life threatening medical emergency within 24 hours of onset of symptoms (co-payment waived if admitted to Hospital within 24

hours. including being held for observation in excess of 8 hours.

URGENT CENTER: "Walk In" In Network- \$45. Co Pay.
Out of Network- \$45. Co Pay then coverage at 80% of the In
Network allowance.

TELEMEDICINE - \$7.50 co-copay at designated Telemedicine
Network. No coverage outside of network.

DIALYSIS SERVICES: in patient, outpatient, In Network - covered
in full after the meeting annual deductible. In-home dialysis
is covered in full. Out of Network- coverage at 80% of the In
Network allowance, after meeting the annual deductible.

RADIATION THERAPY/CHEMOTHERAPY SERVICES: outpatient &
physician's office, In Network- covered in full. Out of
Network- coverage at 80% of the In Network allowance, after
meeting the annual deductible.

RESPIRATORY THERAPY: outpatient & physician's office,
In Network- covered in full. Out of Network- coverage at 80% of
the In Network allowance, after meeting the annual deductible.

BEHAVIORAL HEALTH, MENTAL HEALTH & SUBSTANCE ABUSE
INPATIENT: 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.

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. Covered in full

if within 30 days of hospital admission. 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.

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.

ADDITIONAL SERVICES PROVIDED BY THE
RHODE ISLAND PUBLIC EMPLOYEES' HEALTH SERVICES FUND

Prepaid prescription drug coverage.

Vision Care.

(B) The Employer may also ~~agrees to~~ furnish as an alternative to the foregoing, substantially equivalent coverage under the Union approved from another healthcare provider. plan from United Healthcare of New England.

(C) The cost of said coverage ~~for active employees~~ shall be borne solely by the employer ~~through September 30, 2005 and~~ for all retirees who retire prior to October 15, 2005.

(D) ~~Employees shall co-share in the cost of healthcare benefits provided in this agreement through pre-tax weekly payroll deduction (if permissible by law) as follows:~~

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— Employees 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 employee co-share shall be as determined by a consultant selected by the parties and shall not increase by more than 9.5% annually.

Effective July 1, 2019, Employees with annual base wages of \$51,501.00 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 \$51,501.00 but more than \$43,501 shall co-share in the cost of healthcare insurance benefits provided in this Article through pre-tax weekly payroll deduction by the payment of 16.5% of the negotiated working rate. Employees with annual base

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wages that are less than \$43,501 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. These rates shall be indexed to reflect the salary increases over the life of the agreement.

Section 2. (A) The ~~school department~~City shall provide all employees hired before ~~the final ratification of this agreement by all parties September 1, 2015, who regularly work more than 20 hours per week~~ and all LTS who achieved such status prior to September 1, 2015 who regularly work more than 20 hours per week with Family healthcare coverage. ~~and shall provide a~~All employees hired after ~~the final ratification of this agreement by all parties who were not LTS as of~~ September 1, 2015 ~~and any LTS who achieved such status after September 1, 2015 and~~ who regularly work 30 hours or more per week with Family healthcare coverage.

(B) The School Department shall provide all other employees with Individual health care coverage as stated above. Those employees who are not eligible for Family health care coverage as stated herein shall be afforded the opportunity to purchase family coverage by paying the difference between the Individual premium or agreed to working rate and the applicable Family rate or agreed to working rate, in addition to the co-share stated in this Agreement.

(C) Regularly works shall be defined to mean assigned to a weekly work shift and actually working (or being compensated for) the referred to number of hours for a period of six (6) weeks or more. Prior to the commencement of the School Year, members may exercise their seniority to obtain any vacant posted work shifts.

Section 3. Deductible Plan. Health plan benefits for all employees hired on or after January 1, 2019, shall include an annual deductible of \$750 per individual - \$1500 per family. The network allowance is based upon the U.S. Blue Cross PPO Regional allowance.

Employees shall co-share in the cost of healthcare benefits provided in this agreement through pre-tax weekly payroll deduction (if permissible by law) in accordance with section 1(D) of this Article.

(B) Health Reimbursement Account (HRA).

(i.) Establishment of Account.

~~The parties agree that effective January 1, 2019, the City shall establish and fund a new and distinct Healthcare Reimbursement Account (HRA) which shall be administered by the City's health insurer's CDH (Consumer Driven Health) Administrator for the benefit of the parties, for the purpose of offsetting the cost of the deductible for the new healthcare plan outlined herein. On a quarterly basis, the CDH Administrator shall provide monthly reports to the parties regarding the funding level of the HRA account, and, on a quarterly basis, the CDH Administrator shall provide to the parties a report detailing the number of claims filed for reimbursement, the amounts reimbursed for each claim, and information concerning the percentage of the annual allowance utilized by each member covered by the plan.~~

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~~Effective January 1, 2019, the City shall provide an initial allocation of \$100,000 to the HRA for the purpose of funding the HRA Account for benefit of employees hired on or after January 1, 2019 outlined in this Article and this initial allocation shall fund the accounts created herein and for all of the Union's City of Providence and Providence School District bargaining units.~~

The parties agree that the City shall continue to fund the

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Healthcare Reimbursement Account (HRA) previously established and administered by the City's health insurer's CDH (Consumer Driven Health) Administrator for the benefit of the parties for the purpose of offsetting the cost of the deductible for the new healthcare plan outlined herein. On a quarterly basis, the CDH Administrator shall provide monthly reports to the parties regarding the funding level of the HRA account, and, on a quarterly basis, the CDH Administrator shall provide to the parties a report detailing the number of claims filed for reimbursement, the amounts reimbursed for each claim, and information concerning the percentage of the annual allowance utilized by each member covered by the plan.

Effective, July 1, 2019, the City shall fund the Full Corpus of the HRA benefit. As used in this Agreement, the "Full Corpus of the HRA benefit" as provided for below (Benefit Levels)

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The City shall thereafter, no later than July 1 of each succeeding year, or such earlier date should the Corpus of the Fund decrease to 20% or less of the original funding level, replenish the HRA to ensure that the Full Corpus of the HRA benefit is provided for in the account.

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(ii.) Benefit Levels

No employee shall be able to utilize, on an annual basis, any more than his or her Pro Rata share of the HRA benefit. "Pro Rata share of the HRA benefit" as used in this agreement shall mean:

For employees hired on or after January 1, 2019, shall mean \$300 for employees with individual plan coverage and \$600 for employees with family plan coverage.

For employees hired before January 1, 2019 shall mean \$750 for employees with individual plan coverage and \$1,500 for employees with family plan coverage.

(C) Wellness Benefit. Effective July, 1, 2019 the parties shall implement wellness benefit, which shall incentivize healthy

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behavior and shall be developed by the parties. Any employee who participates in the wellness program will be eligible to have his or her co-share obligation decreased by up to \$300 annually for an individual plan and \$600 annually for a family plan.

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Further, effective July 1, 2019, any employee who fails to receive an Annual Preventative Medicine Exam during a contract year shall have his or her co-share obligation increased by an additional one percentage point (1%) (e.g. 21%, 17.5% or 16%) for the following contract year unless exempted by both the Administrator of the RI Public Employees Health Services Fund and the City's Director of Employee Benefits.

RETIREE HEALTH CARE COVERAGE

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(A) The Employer also agrees to continue health coverage for retirees and retirees' spouses for life for all employees who retired on or after July 1, 1989 and prior to September 3, 1995. The plan of coverage shall be the plan elected by the individual on the date of retirement. Said coverage shall be converted to Plan 65 coverage upon attainment of the age of 65 or at the option of the retiree, a Medicare approved HMO, i.e., BlueChip for Medicare Plus or UnitedHealthcare of New England.

(B) 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, said coverage shall convert to Plan 65 or at the option of the retiree, a Medicare approved HMO, i.e., BlueChip for Medicare Preferred. 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.

(C) Individuals retiring on or after October 15, 2005 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.

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

(E) Effective July 1, 2008, new employees shall no longer receive Retiree Post Medicare health benefits paid for by the Employer, but the Employer shall allow said employees to purchase Post Medicare eligible healthcare at the retirees' cost and at the Employer's group rate. Said employees shall be required to participate in a Health Savings Account (HSA) at a rate of \$.05 per hour with the fund being used for said retiree Post Medicare healthcare.

(F) The School Department'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 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 School Department plan, then the School Department 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 School Department plan for retiree, all pursuant to all provisions contained herein for retirees on said retirement date. At the request of the School Department, the retiree shall be obligated to provide proof that he or she is not eligible to provide health care coverage from another source or that coverage is not otherwise equivalent coverage pursuant to this agreement. Should a retiree subsequent to retirement, whose healthcare coverage is suspended in accordance with this provision, lose alternate coverage from an alternate source, the

School Department shall restore coverage on the first day of the month after coverage has been received under the same terms as those that existed at the retiree's date of retirement.

Section 3. Dental. 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 \$83.74 per month for each employee covered by this Agreement who is included in the payroll for that month to The Rhode Island Public Employees' Health Services Fund.

For purposes of this section, an employee receiving Workers' Compensation benefits shall be considered to be included in the payroll for that month.

(B) Said contributions will be paid to the Fund no later than the fifteenth (15th) day of each month and shall be based on the preceding month's payroll.

Said remittance shall include all necessary reporting forms.

(C) The Employer shall continue to contribute \$83.74 per month for each ten (10) month employee covered by this Agreement as if that ten (10) month employee were a twelve (12) month employee, during the annual summer non-work period.

individual coverage and family coverage as appropriate, the parties agree as follows.

a.) The City of Providence shall continue to provide all existing Dental benefit coverage to employees employed by both the City and the Providence School District and who are covered under Collective Bargaining Agreements with the Union as the exclusive representative through December 31, 2015. Effective January 1, 2016, the obligation to provide Dental benefit coverage shall be assumed by the Rhode Island Public Employees' Health Services Fund. The obligation of the City shall be to contribute to the Rhode Island Public Employees' Benefit Funds such additional amount of money on the existing monthly contribution schedule that is equal to the total of the City and

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~~School District's December 2015 Delta Dental of RI premium for its City 1033 and PPSD 1033 Groups minus \$4444.44, on a per capita bases, commutated on the number of employee subscribers.¹ This additional contribution allocated to provide Dental benefits shall remain fixed and shall not increase through June 30, 2019. Furthermore, the Union agrees that for the purpose of establish a premium/working rate for all of the City/PPSD groups, the utilization experience of the group(s) administered by the RI Public Employees Health Services Fund may be applied through June 30, 2018.~~

~~b.) The RI Public Employees Health Services Fund shall make a one time payment to the City of Providence of \$26,700 within fifteen days of ratification of this agreement by all parties. This payment shall be utilized by the City to support wellness and preventive medicine programs for the Unions' bargaining units.~~

Section 4. Healthcare buy-back. (A) Upon presentation of proof of alternative health care coverage pursuant to a non-Providence School Department paid plan satisfactory to the Union, employees eligible for paid City Blue or UnitedHealthcare of New England insurance under this Agreement may choose not to be covered under the Providence School Department'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 Providence School Department plan. The parties understand and agree that employees whose spouses are employed by the Providence School Department or the City of Providence and those

¹~~For example, if the December premium for City1033 and PSD 1033 equals 130,000, and covers 1575 employees, the additional monthly contribution commencing January 2016 shall be 130000-4444.44= 125555.56/1575 =\$79.72 per employee, per month).~~

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who have chosen not to be covered by Providence School Department 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 Providence School Department 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 July. If an employee has opted back into Providence School Department coverage during the course of a contract year, he/she shall not be entitled to any payment under this section for that year.

(B) Upon presentation of proof of alternative dental care coverage pursuant to a non-Providence School Department paid plan satisfactory to the Union, employees eligible for paid dental benefits under this Agreement may choose not to be covered under the Providence School Department'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 Providence School Department plan. The parties understand and agree that employees whose spouses are employed by the Providence School Department or the City of Providence and those who have chosen not to be covered by Providence School Department 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 Providence School Department 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 Providence School Department coverage during the course of a contract year, he/she

shall not be entitled to any payment under this section for that year.

Effective January 1, 2016, the aforementioned buyback shall be eliminated.

(C) Upon presentation of proof of alternative health care coverage pursuant to a non-Providence School Department paid plan satisfactory to the Union, retirees eligible for paid City Blue or UnitedHealthcare of New England insurance under this Agreement may choose not to be covered under the Providence School Department'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 Providence School Department plan. The parties understand and agree that retirees whose spouses are employed by the Providence School Department or the City of Providence and those who have chosen not to be covered by Providence School Department 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 Providence School Department 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 Providence School Department coverage during the course of a contract year, he/she shall not be entitled to any payment under this section for that year.

Section 5. Life Insurance. The Employer shall provide, consistent with the current practice and benefits, each employee covered by this Agreement with a \$5,000.00 whole life insurance policy, effective the employee's date of hire. Effective July 1, 2002 the death benefit and the accidental death and dismemberment benefit shall each be increased to \$10,000. The parties acknowledge that this benefit was a \$2,500.00 policy prior to July 1, 1989.

Section 6. Disability Insurance. The Employer shall provide, consistent with the current practice and benefits, each employee covered by this Agreement with a \$100.00 per week accident and disability insurance policy. Said coverage shall include a thirty (30) day waiting period and cover non-occupational illness and injury only.

Section 7. Notwithstanding the foregoing provisions, the Employer shall have the right at any time during the life of this agreement to provide substantially equivalent health insurance benefits under a plan different from those specified in this Article, except for those drug, dental, prescription and vision care benefits provided through the Rhode Island Public Employees' Benefits Trust Funds.

Section 8. Coordination of Benefits: The City's obligation to provide healthcare coverage to a specific member's eligible spouse shall be suspended in the event that the spouse is eligible for medical insurance under any healthcare plan which is equivalent in all aspects of coverage and cost to the City plan. If said spouse's other available healthcare plan coverage is not equivalent to the City plan or if the Plan's cost exceeds the cost of the City plan, then the City shall have the option of: (a) providing payment to the member to make the cost equal, (b) and/or providing only such coverage as to make the plans equivalent, or (c) maintaining the City plan for the spouse. At the request of the City, the member shall be obligated to provide proof that his or her spouse is not eligible to receive healthcare coverage from another source or that such coverage is not otherwise equivalent coverage pursuant to this agreement. Should the spouse lose the alternate coverage from an alternate source, the City shall restore spousal healthcare coverage on the first day of the month after notice has been received. The aforementioned healthcare coordination of benefits for Active Members' spousal coverage will not reduce the members' healthcare benefits or increase the co-payments/co-shares or costs paid by members or their spouses if such spouses

become 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.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 1. Definition. A "grievance" is defined as a written complaint by an employee or the union alleging a violation of this agreement. It must be specific, and it must identify the Article and Section of this agreement allegedly violated by the employer. The term grievance shall not include any complaint with respect to any matter that falls outside the employer's authority or jurisdiction.

Section 2. Procedure. Employees and/or the union shall adhere to the following procedure in presenting grievances:

Step 1. Within 5 days from the date of the occurrence or event giving rise to the grievance, the employee must discuss the problem orally with his/her immediate supervisor, who shall attempt to resolve the matter informally. Grievances filed by the union may commence at Step 2, which shall be taken by the union within ten (10) days from the occurrence or event giving rise to the grievance.

Step 2. If the matter is not resolved at Step 1, the union and/or the employee must submit a written grievance to the Director of Human Resources within ten (10) days of the immediate supervisor's decision. The Director of Human Resources shall, within five days of receipt of the written grievance, schedule a meeting to decide its merits. Within 7 days following the meeting, the Director of Human Resources

shall render a written decision, copies of which shall be sent to the superintendent and the union.

Step 3. If a grievance is not resolved at Step 2, the union and/or the grievant may appeal the Director of Human Resources' decision to the superintendent. Such appeal must be submitted in writing to the superintendent within ten (10) days following receipt by the union of the Director of Human Resources' decision. Within five (5) days following his receipt of the appeal, the superintendent or his designee shall schedule a meeting for the purpose of deciding the merits of the appeal. The appeal must state specifically the grounds on which the union claims that the Director of Human Resources erred in reaching his/her decision. The superintendent shall evaluate the Director of Human Resources' decision and the written appeal filed by the union and renders a written decision within five (5) days of the receipt of the appeal. A copy of the decision shall be sent to the union.

Step 4. (A) If the grievance is not resolved at Step 3, it may be submitted by the union to arbitration within fifteen (15) days of the superintendent's decision. Arbitration shall be initiated by the union's filing a request to the American Arbitration Association in accordance with its rules and procedures, with a copy of same forwarded to the superintendent. A decision rendered in accordance with the Association's rules shall be final and binding upon the parties, except that the arbitrator shall have no power to add to, subtract from, modify or disregard any of the terms of this agreement. The expenses of the arbitrator shall be borne equally by the parties

(B) Grievances, which are not submitted within the time limits set forth above, or which are not appealed within the time limits set forth above, shall be considered waived and not entitled to further consideration unless the time is extended by mutual agreement of the parties. The union agrees to screen the grievances in order to prevent the unnecessary consumption of time which results from the filing of meritless grievances.

Section 3. Sustained grievances and grievance resolution agreements shall be implemented within thirty (30) days. If the School Department fails to implement the same, the matter shall be submitted to expedited arbitration.

Section 4. 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 maximum of five (5) working days with which time the City will conduct a hearing.

B. If the City requires additional time beyond the five (5) working days administrative leave with pay to prepare for the hearing, the employee shall remain on administrative leave with pay until the hearing is held. In no case shall administrative leave with pay exceed ten (10) working days.

C. If the Union requires additional time beyond the five (5) working days administrative leave with pay to prepare for the hearing, the employee shall be placed on leave without pay.

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 of care shall not exceed the actual amount of City service, not inclusive of the six (6) month probationary period.

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Comment [CK1]: Should we incorporate the new language in the CBA.

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Additionally, no purchases of service of any type may be added or included in the actual City service.

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ARTICLE XIV

SALARIES/LONGEVITY PAY

Section 1. ~~Effective July 1, 2015, a~~All full-time PSSSOs who work two (2) school bus runs shall receive a daily pay of \$74.24 for each workday. ~~Effective July 1, 2015, a~~All full-time PSSSOs who work three (3) or more school bus runs shall receive a daily pay of \$98.99 for each workday. In addition, such rates shall increase as follows:

- (A) Effective July 1, 2019, an amount equal to an across-the-board wage increase for all bargaining unit employees of two percent (2.0%), over the June 30, 2019 rate.
- b. Effective July 1, 2020, an amount equal to an across-the-board wage increase for all bargaining unit employees of two percent (2.0%), over the June 30, 2020 rate.
- c. Effective July 1, 2021, an amount equal to an across-the-board wage increase for all bargaining unit employees of three percent (3.0%), over the June 30, 2021 rate.

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~~There shall be no increase in wages for the period of July 1, 2015 to June 30, 2016.~~

~~(B) Effective July 1, 2016, there shall be an amount equal to an across the board wage increase for all bargaining unit employees of two percent (2.0%) over the June 30, 2016 rate.~~

~~(C) Effective July 1, 2017, there shall be an amount equal to an across the board wage increase for all bargaining unit employees of two and three quarter percent (2.75%) over the June 30, 2017 rate.~~

Section 2. Longevity Pay. (A) 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 January 1st on the basis of the employee's salary and years of service, and the Longevity payment shall be payable on or after January 1st of each year in a lump sum as is practical.

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE AMOUNT</u>
5 yrs. but less than 10 yrs.	3%
10 yrs. but less than 15 yrs.	4%
15 yrs. but less than 20 yrs.	5%
20 yrs. or more	6%

FOR EMPLOYEES HIRED AFTER September 1, 2005

<u>YEARS OF SERVICE</u>	<u>ANNUAL PERCENTAGE AMOUNT</u>
7 yrs. but less than 12 yrs.	3%
12 yrs. but less than 17 yrs.	4%

17 yrs. but less than 20 yrs.	5%
20 yrs. or more	6%

(B) For employees hired on or after July 1, 2015, the following longevity schedule shall apply:

<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%

(C) Further, any employee within this bargaining unit who separates prior to January 1st will be eligible for a prorated payment of this Longevity supplement at the time of his/her separation and this supplement will be included with his/her final payment.

ARTICLE XV

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 the RI Public Employees' Benefit Trust Fund, the Employer agrees to contribute \$11.7312.38 per day for each day each employee covered by this Agreement is paid.

Effective January 1, 2021, The Employer's contribution to the Rhode Island Public Employees' Trust- Funds shall increase

by ~~sixty three~~two cents to \$12.40 per day. ~~(\$.63) effective July 1, 2017.~~

Effective January 1, 2022, the Employer's contribution to the Rhode Island Public Employees' Trust Funds shall increase by two cents to \$12.42 per day.

Section 2. Said contributions will be paid to the Fund no later than the fifteenth (15th) day of each month and shall be based on the preceding month's payroll. Said remittance shall include all necessary reporting forms.

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

Section 4. The Employer shall contribute \$~~1.25~~36 per hour per each ten (10) month employee covered by this Agreement based on the number of hours each ten (10) month employee would work, if that ten (10) month employee were a twelve (12) month employee, during the annual summer non-work period.

Effective ~~July 1~~January 1, 2017~~21~~, said contribution shall be increased to \$~~1.38~~4 per hour.

— Effective January 1, 2022, said contribution shall be increased to \$1.40 per hour.

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Section 5. Each employee covered by this Agreement and their dependents shall be provided prescription drug benefits, vision care benefits and a Wellness Benefit Program from the "Rhode Island Public Employees' Health Services Fund", established by Declaration of Trust dated July 1, 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.

(A). The parties shall continue to participate in the preferred schedule as codified in the Funding Rehabilitation Plan of the LIUNA National (Industrial) Pension Fund and the employer's contributions to the Fund shall continue and shall increase according to said Preferred Schedule. Said contributions shall be due for each day in which an employee receives pay. Employees receiving Workers' Compensation benefits shall be considered to be working and receiving their regular pay for the sole purpose of making retirement contributions pursuant to this section. The Employer's contribution to the RI Public Employees' Benefits Fund shall remain as stated in Section 1 above.

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. 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.

ARTICLE XVI
MANAGEMENT RIGHTS

Section 1. Except as abridged or restricted by any provision in this Agreement or by applicable law, the Employer shall have the exclusive right to supervise and control all of its departments and employees, to issue reasonable rules and regulations, and to exercise any and all rights and authority granted to the School Board 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 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 Providence School Board. Nothing contained in Article II, Section 5 shall negate, contradict, or modify in any way the Providence School Board's rights pursuant to this provision.

ARTICLE XVII
NO STRIKE - NO LOCKOUT

Section 1. Cognizant of the statutory prohibition against strikes by employees covered by this Agreement, neither the union nor any employees covered by this Agreement shall engage in, induce, cause, or encourage any strike, slowdown, refusal to perform duties (including collective absenteeism for alleged

illness), work stoppage, or withholding of services of any kind for any reason during the life of this Agreement. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XVIII
MISCELLANEOUS

Section 1. An educational benefit program has been jointly established in accordance with the following:

Section 2. The employer shall fund tuition reimbursement annually in the amount of \$2,000. Said amount shall be paid to the Rhode Island Public Employees' Benefit Trust Fund account no later than October 1 each year. The Union shall provide the School Board annually with an accounting of said funds and the names of individuals who received said funds.

Section 3. Employees shall not be allowed to attend courses during normal work hours unless the Superintendent grants prior approval.

Section 4. Course disbursements shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Courses shall qualify for reimbursement if they are part of a degree-granting program, are job related or part of a technical, professional, GED or trade school program. To qualify for reimbursement, the employee must receive a minimum grade of "C" for undergraduate courses and "B" for graduate courses.

Section 5. Evaluations - Annual Evaluations. (A) Each employee shall be evaluated by his/her supervisor. The evaluation shall be in writing and a copy shall be given to the employee who shall have the right to meet and discuss the evaluation with the supervisor. Whenever it is appropriate, the supervisor shall offer constructive criticism and make specific suggestions for correction of deficiencies.

(B) If, in the opinion of the supervisor, the evaluation is unsatisfactory, the employee will be re-evaluated in writing within a reasonable time and shall again be given an opportunity to meet and discuss the evaluation with the supervisor who will make appropriate constructive criticisms for corrective action. The employee shall have the right to have a Union representative present at this meeting, if he/she so requests.

(C) Annual evaluations are not subject to the grievance procedure. The Employer may use an evaluation as evidence of notice in a disciplinary proceeding but not as primary evidence for discipline.

Section 6. Military Service. Any employee who enters the armed forces of the United States Military or Naval Forces or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission or otherwise, and who has held a position in the School Department for 180 or more calendar days within the twelve months next preceding such entrance into the armed forces, is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Upon termination of such military service, the employee shall be entitled to all benefits provided in accordance with the requirements of all applicable federal and state laws. Such leave of absence shall be deemed to have expired six months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee, shall serve to cancel such leave.

Section 7. Military Training Leave. Employees who, by reason of membership to the United States Military Naval or Air Reserve or the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in

training activities or in active duty as a part of the state military force or special duty as a part of the federal military force, shall be granted military training leave with pay not to exceed twenty (20) days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than twenty (20) days, he/she shall be granted leave without pay for days in excess of twenty (20) days. In the event any employee shall be entitled to additional military training leave compensation benefit by virtue of any City of Providence ordinance or state/federal law, the employee shall receive the greater of the contract benefit or the benefit to which he/she is entitled in accordance with the applicable ordinance or law.

Section 8. Immunization Shots. The Board will make available to all employees, without cost, annual immunization shots against influenza, provided the vaccine is available.

ARTICLE XIX
SEVERABILITY

Section 1. If a court of competent jurisdiction holds that any provisions of this agreement violates any federal, state or local law, the other provisions of this Agreement shall nevertheless remain in full force and effect for the duration of this agreement.

ARTICLE XX
COMPLETE AGREEMENT

Section 1. This Agreement constitutes the entire agreement and complete understanding between the Employer and the Union arrived at through collective bargaining. The terms and conditions of this Agreement shall not be modified, amended, or otherwise altered except by written mutual agreement between the parties during the term of this Agreement. Authorized representatives of both parties must execute any written

amendments or modifications 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 XXI
DURATION OF AGREEMENT

Section 1. The terms and conditions of this Agreement shall be effective July 1, 201~~5~~9 and shall continue in full force and effect through June 30, 20~~18~~22 and from year to year thereafter unless either party at least One Hundred and Twenty (120) days prior to June 30, 20~~18~~22, gives notice in writing to the other party of its intention to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given. In the event that such notice is given, negotiations shall begin immediately, no later than sixty (60) days prior to the termination of the Agreement.

Section 2. Further, if at the time this Agreement would otherwise terminate, the parties are negotiating for a new Agreement, the terms and conditions, excluding any wage increase hereof, shall continue in effect so long as such negotiations continue.

IN WITNESS WHEREOF, the parties named herein have hereunto set their hands and seals this ____ day of _____ in the year 201~~8~~6.

THE CITY OF PROVIDENCE, on behalf of

THE PROVIDENCE SCHOOL DEPARTMENT
BY

JORGE O. ELORZA
MAYOR, CITY OF PROVIDENCE

RHODE ISLAND LABORERS'
DISTRICT COUNCIL
BY

MICHAEL F. SABITONI
BUSINESS MANAGER

LOCAL UNION 1033
BY

RONALD R. COIA, ESQ.
BUSINESS MANAGER

WITNESS:

Approved as to Form and Correctness:

Jeffrey Dana, Esq.
City Solicitor

(APPENDIX A)

EMERGENCY SICK LEAVE BANK

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 has been exhausted.

To be eligible to use Emergency Sick Leave Bank time:

- 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.
- b) The Local 1033 member must have contributed at least five (5) sick 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. Such 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;

- 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.

Emergency Sick Leave Bank Committee

The Emergency Sick Leave Bank shall be administered by a Committee established jointly by the Providence School Board and Local Union 1033. The Director of Personnel or his/her designees shall select one individual and the President of Local Union 1033 shall select two individuals to serve as members of the Committee. The Director of Personnel and the President of the Local Union 1033 shall be ex officio members of the Committee and shall have rights and powers granted to all members of the committee.

All requests to use time from the Bank shall be in writing and shall be reviewed by the Committee. The Committee shall notify the member of approval or denial by mailing said notifications, certified mail return receipt requested, to the member's home address. Any decisions of the Committee regarding use, access, application and any other process or procedure concerning the Emergency Sick Leave Bank shall be final and binding upon the Providence School Board and Local Union 1033 and shall not be subject to the contractual grievance procedure or any other administrative remedy.

It shall be the Committee's responsibility to manage the Emergency Sick Leave Bank, and among other things, determine the appropriate level of accumulated days necessary to remain in the bank in order for the Bank to be viable. Should the accumulation of days in the bank fall below a minimum level which the Committee deems necessary to effectively administer the Bank, the Committee may request Bank members to make an additional contribution. Where an additional contribution is requested, each member of the Bank wishing to retain membership shall assign the required number as determined by the Committee. Where a member of the bank wishes to retain membership, but has exhausted his/her sick leave and is unable to make the necessary required contribution, said member shall assign an equivalent

amount of sick leave as of the date on which said member next accrues sick leave in a sufficient quantity to make the donation.

Membership in the Emergency Sick Leave Bank shall be pursuant to rules drafted by the Committee. New members may join the Emergency Sick Leave bank each year, at times designated by the Committee, by assigning no less than five (5) full pay sick leave accumulated days to the Bank. Current members of the bank may make additional contributions to the Bank during periods designated by the Committee.

Eligible Local 1033 members requesting to use time from the Bank may make an initial request of no more than sixty (60) days. Extensions of use of Emergency Sick Leave Bank time may be made to the Committee. Any extension request must be documented pursuant to rules as designated by the Committee.

Forms for Local Union 1033 members to donate time to the emergency Sick Leave Bank and to make application to use Emergency Sick Leave Bank Time shall be determined by the Committee and shall be available at the Department of Personnel and the Office of Local Union 1033 with copies being retained in each office.

(EXHIBIT A)

RHODE ISLAND PUBLIC EMPLOYEES' EDUCATION AND
POLITICAL ACTION COMMITTEE DEDUCTION

I further authorize the Employer to deduct the sum of three cents (\$.03) per hour for each hour worked as a voluntary contribution to the Rhode Island Public Employees' Education and Political Action Committee (RIPEEPAC), which I understand constitutes a separate aggregate fund used for the purposes allowed under the provisions of the Rhode Island law.

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

This authorization shall become operative upon the date of each collective bargaining agreement entered into between my employer and the Union on _____, whichever is sooner and shall be irrevocable for a period of one (1) year, or until termination of the collective bargaining agreement in existence between my employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or between my employer and the Union, whichever shall be shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my employer and the Union, whichever occurs sooner. For the effective period of this checkoff authorization and assignment, I hereby waive any right I may have to resign my union membership. Furthermore, this checkoff authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union. Notwithstanding the foregoing, the three (\$.03) cents per hour authorization for contribution to the RIPEEPAC is subject to revocation at any time.

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

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

Employee

Social Security Number

Address

City or Town

State and Zip Code

TABLE OF CONTENTS

ARTICLE		PAGE
I	PERSONS COVERED BY THIS AGREEMENT	1
II	UNION SECURITY	3
III	NO DISCRIMINATION, MEETINGS, AND MAILINGS	5
IV	SENIORITY	6
V	IN-SERVICE TRAINING	7
VI	JOB SECURITY AND VACANCIES	8
VII	WORKDAY	9
VIII	HOLIDAYS/RECESS PERIODS	9
IX	SICK LEAVE	11
X	BEREAVEMENT LEAVE	15
XI	JURY DUTY	16
XII	HEALTH & DENTAL COVERAGE AND INSURANCE	17
XIII	GRIEVANCE PROCEDURE	31
XIV	SALARIES/LONGEVITY PAY	34
XV	UNION TRUST FUNDS	36
XVI	MANAGEMENT RIGHTS	38

XVII	NO STRIKE - NO LOCKOUT	38
XVIII	MISCELLANEOUS	39
XIX	SEVERABILITY	41
XX	COMPLETE AGREEMENT	41
XXI	DURATION OF AGREEMENT	42
APPENDIX A	EMERGENCY SICK LEAVE BANK	
EXHIBIT A	PAC PARTICIPATION FORM	
APPENDIX B	PREVIOUSLY NEGOTIATED AGREEMENTS	



Mayor of Providence

Jorge O. Elorza

December 27, 2018

Councilman John Igliazzi,
Chairman, Committee on Finance
C/O City Clerk's Office
Providence City Hall
Providence, R.I. 02903

Dear Chairman Igliazzi:

For your consideration, please find the accompanying fiscal note pertaining to the proposed amendments to the L.I.U.N.A Local 1033 contract.

The parties have negotiated:

A one-year contract representing the period July 1, 2018 through June 30, 2019 with no fiscal impact, as there was a zero wage increase and a three-year contract representing, the period July 1, 2019 through June 30, 2022.

The tentative agreement has received the unanimous ratification of the 1033 membership on November 27, 2018, followed by the formal execution of the tentative agreement and signed by the parties on December 3, 2018.

Please note that the amended contracts modifies the terms of the existing contract which ended June 30, 2018.

This fiscal note is consistent with prior fiscal notes and reflects the fiscal impact on all city operations including the Water Supply Board, Providence/Cranston Workforce Solutions and the School 1033 units.

The City expects to realize significant savings generated in health care benefits and wellness program initiatives, these savings of approximate \$3,945,268, will provide the predominant reduction to the fiscal impact of wage increases.

Wage and other fringe increases will be as follows:

FY 20 \$947,180

FY 21 \$2,084,803

FY 22 \$4,016,323

Total wage and other fringe impact \$7,048,306

The net fiscal impact, after health care savings of \$3,945,268 will be \$3,103,038.

The substantive changes in the contract can be categorized within the following three areas: changes to health benefits, wages and other fringe benefits.

Health Benefits:

The Union and the City have agreed to:

- Establish a Health Reimbursement Account (HRA) plan for its members.
- Plan design and co-share changes with higher deductibles
- A wellness plan
- Telemedicine Plan
- Other health care initiatives associated with new hires and plan design changes.

Total savings of all health care initiatives is \$3,945,268

Wages and FICA:

- The City has agreed to a 2 percent salary increase effective July 1, 2019 which will cost \$1,256,558, a subsequent increase of 2 percent effective July 1, 2020, which will cost \$2,539,188 and a 3 percent increase effective July 1, 2021 in the final year of the contract of \$4,526,077, for a total increase in wages and FICA equaling \$8,321,823.
- The Union has agreed that all new hires will receive a wage 15% below the applicable rate for FY 2020, 2021 and 2022. It is expected that this will save the City \$ 357,372 in FY 2020, \$593,953 in FY 2021 and \$711,744 in FY 2022 or a grand total of \$1,663,069 over the 3 year contract.

Other Fringe Benefits:

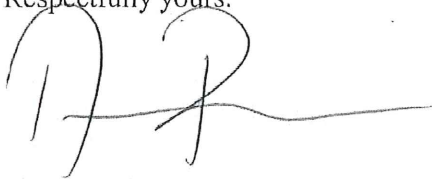
- The City agrees to increase its contribution to the Union health fund. This is expected to cost an additional \$389,552 over the 3-year contract.

Please see a breakdown and summary of the costs and savings associated with this contact in the attached charts.

Furthermore, this tentative agreement does not contain any wage reopeners, parity clauses or raises or benefits accorded on the last day of the contact.

I am looking forward to discussing this fiscal note in further detail at your earliest convenience.

Respectfully yours.

A handwritten signature in black ink, appearing to be 'NP' followed by a long horizontal stroke.

Nicole Pollock
Chief of Staff

CC:

Mayor Jorge O. Elorza

Council President David A. Salvatore

Members of the City Council

Lawrence J. Mancini, Finance Director

Sara Silveria, Deputy Finance Director and Budget Officer

James J. Lombardi, City Treasurer/Special Advisor to City Council

Gina M. Costa, Internal Auditor

L.I.U.N.A. LOCAL 1033 FISCAL NOTE

TOTAL

Savings / (Cost) Appendix A

Description	Health Benefits						Total
	FY19	FY20	FY21	FY22			
\$750/\$1500 Plan Design Changes	\$ -	\$ 65,000	\$ 324,551	\$ 324,551	\$		\$ 714,102
\$750/\$1500 New Hire Impact	\$ 54,166	\$ 130,000	\$ 130,000	\$ 130,000	\$		\$ 444,166
Non Reported Deductible Assumption	\$ 47,500	\$ 190,000	\$ 190,000	\$ 190,000	\$		\$ 617,500
Salary Cap Co-Share Strategy	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$		\$ 150,000
HRA Admin Fee	\$ -	\$ (75,000)	\$ (75,000)	\$ (75,000)	\$		\$ (225,000)
Wellness	\$ -	\$ 612,500	\$ 612,500	\$ 612,500	\$		\$ 1,837,500
Wellness Penalty	\$ -	\$ -	\$ 110,000	\$ 110,000	\$		\$ 220,000
Telemedicine	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$		\$ 90,000
MOOP Clarification	\$ (4,000)	\$ (8,000)	\$ (8,000)	\$ (8,000)	\$		\$ (28,000)
PPSD Dependents Age 26 End of Month	\$ 5,000	\$ 40,000	\$ 40,000	\$ 40,000	\$		\$ 125,000
Health Benefits - Total	\$ 102,666	\$ 1,034,500	\$ 1,404,051	\$ 1,404,051	\$		\$ 3,945,268

Description	Wages						Total
	FY19	FY20	FY21	FY22			
New hires will receive 15% wage reduction in FY 20, 21, 22	\$ -	\$ 357,372	\$ 593,953	\$ 711,744	\$		\$ 1,663,069
Wage increase 2%, 2%, 3%	\$ -	\$ (1,169,746)	\$ (2,362,887)	\$ (4,209,407)	\$		\$ (7,742,040)
FICA	\$ -	\$ (86,812)	\$ (176,301)	\$ (316,670)	\$		\$ (579,783)
Wages - Total	\$ -	\$ (899,186)	\$ (1,945,235)	\$ (3,814,333)	\$		\$ (6,658,754)

Description	Other Fringe Benefits						Total
	FY19	FY20	FY21	FY22			
Increase to 1033 Health fund City	\$ -	\$ (47,994)	\$ (139,568)	\$ (201,990)	\$		\$ (389,552)
Other Fringe - Total	\$ -	\$ (47,994)	\$ (139,568)	\$ (201,990)	\$		\$ (389,552)
Grand Total	\$ 102,666	\$ 87,320	\$ (680,752)	\$ (2,612,272)	\$		\$ (3,103,038)

L.I.U.N.A. LOCAL 1033 FISCAL NOTE

City and Water

Savings / (Cost) Appendix A

Description	Wages					Total
	FY19	FY20	FY21	FY22		
New hires will receive 15% wage reduction in FY 20, 21, 22 City	\$ -	\$ 250,000	\$ 415,000	\$ 497,000	\$	1,162,000
New hires will receive 15% wage reduction in FY 20, 21, 22 Water	\$ -	\$ 72,402	\$ 120,670	\$ 144,804	\$	337,876
Wage increase 2%, 2%, 3% City	\$ -	\$ (556,399)	\$ (1,123,927)	\$ (2,008,935)	\$	(3,689,261)
Wage increase 2%, 2%, 3% Water	\$ -	\$ (144,161)	\$ (291,205)	\$ (520,506)	\$	(955,872)
FICA City	\$ -	\$ (42,565)	\$ (85,980)	\$ (153,684)	\$	(282,229)
FICA Water	\$ -	\$ (11,028)	\$ (22,277)	\$ (39,819)	\$	(73,124)
Wages - Total	\$ -	\$ (431,751)	\$ (987,719)	\$ (2,081,140)	\$	(3,500,610)

Description	Other Fringe Benefits				Total
	FY19	FY20	FY21	FY22	
Increase to 1033 Health fund City	\$ -	\$ (26,153)	\$ (52,306)	\$ (78,459)	\$ (156,918)
Increase to 1033 Health fund Water	\$ -	\$ (7,314)	\$ (14,628)	\$ (21,842)	\$ (43,784)
Other Fringe - Total	\$ -	\$ (33,467)	\$ (66,934)	\$ (100,301)	\$ (200,702)
Grand Total	\$ -	\$ (465,218)	\$ (1,054,653)	\$ (2,181,441)	\$ (3,701,312)

L.I.U.N.A. LOCAL 1033 FISCAL NOTE
Business Educational Specialty Technical Staff (B.E.S.T.) - PPSD
Savings / (Costs) Appendix A-2

Description	Wages and Other Benefits				Total
	FY19	FY20	FY21	FY22	
New hires will receive 15% below the applicable rate for FY 2020, 2021, 2022	\$ -	\$ 34,970	\$ 58,283	\$ 69,940	\$ 163,193
Wage increase 2%, 2%, 3% B.E.S.T.	\$ -	\$ (136,692)	\$ (276,117)	\$ (489,438)	\$ (902,247)
FICA	\$ -	\$ (7,782)	\$ (16,664)	\$ (32,092)	\$ (56,538)
Wages and Other Benefits - Total	\$ -	\$ (109,504)	\$ (234,498)	\$ (451,590)	\$ (795,592)

Description	Other Fringe Benefits				Total
	FY19	FY20	FY21	FY22	
Increase to 1033 Health fund B.E.S.T.	\$ -	\$ (4,232)	\$ (21,161)	\$ (29,626)	\$ (55,019)
Other Fringe Benefits - Other	\$ -	\$ (4,232)	\$ (21,161)	\$ (29,626)	\$ (55,019)
Grand Total	\$ -	\$ (113,736)	\$ (255,659)	\$ (481,216)	\$ (850,611)

L.I.U.N.A. LOCAL 1033 FISCAL NOTE

Teacher Assistants Unit - PPSD

Savings / (Costs) Appendix A-3

Description	Wages and Other Benefits					Total
	FY19		FY20	FY21	FY22	
Wage increase 2%, 2%, 3% Teacher Assistants	\$	-	\$ (274,918)	\$ (555,334)	\$ (984,371)	\$ (1,814,623)
FICA	\$	-	\$ (21,032)	\$ (42,483)	\$ (75,304)	\$ (138,819)
Wages and Other Benefits - Total	\$	-	\$ (295,950)	\$ (597,817)	\$ (1,059,675)	\$ (1,953,442)

Description	Other Fringe Benefits					Total
	FY19		FY20	FY21	FY22	
Increase to 1033 Health fund Teacher Assistants	\$	-	\$ (8,512)	\$ (42,560)	\$ (59,584)	\$ (110,656)
Other Fringe Benefits - Other	\$	-	\$ (8,512)	\$ (42,560)	\$ (59,584)	\$ (110,656)
Grand Total	\$	-	\$ (304,462)	\$ (640,377)	\$ (1,119,259)	\$ (2,064,098)

L.I.U.N.A. LOCAL 1033 FISCAL NOTE
Public School Safety Services Officers (P.S.S.S.O.) - FPSD
Savings / (Costs) Appendix A-4

Description	Wages and Other Benefits					Total
	FY19		FY20	FY21	FY22	
Wage increase 2%, 2%, 3% P.S.S.S.O.	\$	-	\$ (57,576)	\$ (116,304)	\$ (206,157)	\$ (380,037)
FICA	\$	-	\$ (4,405)	\$ (8,897)	\$ (15,771)	\$ (29,073)
Wages and Other Benefits - Total	\$	-	\$ (61,981)	\$ (125,201)	\$ (221,928)	\$ (409,110)

Description	Other Fringe Benefits					Total
	FY19		FY20	FY21	FY22	
Increase to 1033 Health fund P.S.S.S.O.	\$	-	\$ (1,783)	\$ (8,913)	\$ (12,479)	\$ (23,175)
Other Fringe Benefits - Other	\$	-	\$ (1,783)	\$ (8,913)	\$ (12,479)	\$ (23,175)
Grand Total	\$	-	\$ (63,764)	\$ (134,114)	\$ (234,407)	\$ (432,285)



Matthew Pukel
Principal

99 High Street
Boston, MA 02110
+1 617 747 9632
matthew.s.pukel@mercer.com
www.mercer.com

Councilman John Igliozi,
Chairman, Committee on Finance
C/O City Clerk's Office
Providence City Hall
Providence, R.I. 02903

December 28, 2018

Dear Chairman Igliozi:

The purpose of this correspondence is to confirm and attest to the analysis and the underlying assumptions contained in the fiscal impact statement provided in support of the Tentative Agreement between the City of Providence and Local Union 1033. It should be noted that Mercer served as a resource to City administration during its negotiations with the Union and I was personally present for multiple sessions when we reviewed proposed modifications to the parties' negotiated healthcare plan.

Having reviewed the fiscal note presented to the Council, Mercer is confident that the underlying savings are achievable over the course of the Agreements and that the assumptions utilized as the foundation for those projected savings are reasonable based on actuarial assumptions as well as commitments agreed to by Local Union 1033.

In addition to the projected savings in the fiscal note, by making significant changes to the overall plan design and by instituting plan design changes, where deductibles apply to multiple services, both in and out of network, the City will be well positioned to achieve further savings through additional cost shifting in future negotiations.

Sincerely,

Mathew Pukel
Principal



Public Employees' Local Union 1033

410 South Main Street
Providence, Rhode Island 02903-7124

Tel. (401) 331-1033

Fax (401) 421-0244



December 28, 2018

The Honorable John J. Igliazzi, Chairman
Finance Committee
Providence City Council
25 Dorrance Street
Providence, RI 02903

SUBJECT: Laborers' National (Industrial) Pension Fund Annual Funding Notice
for 2017 Plan Year

Dear Chairman Igliazzi,

As per your request, I herein enclose the above referenced document for your review.

Please advise should you request any further explanation.

Sincerely,

RONALD R. COIA, ESQ.
Business Manager

Enclosure

LABORERS' NATIONAL (INDUSTRIAL) PENSION FUND

905 16th Street, NW
Washington, DC 20006
www.lnlpf.com

April 2018

To: All Participants, Beneficiaries in Pay Status, Participating Unions, and Contributing Employers

Re: Annual Notices Required by Federal Pension Laws

We are pleased to provide you with the enclosed annual notices that are required by the Employee Retirement Income Security Act (ERISA), as amended. Both notices relate to the Pension Fund's funding status. But, their format is dictated by government regulations, so they can be hard to understand and are a bit out-of-date.

We want to take this opportunity to update you on the progress of the Funding Rehabilitation Plan (FRP). The Pension Fund's financial condition has been greatly improved under the FRP. The FRP's objective is, and has always been, to emerge from the "Red Zone" funding status by December 31, 2022, the deadline set by law. Happily, the Fund's progress is ahead of schedule.

This progress is demonstrated by the fact that the Board of Trustees has not amended the FRP to increase required contribution rates or reduce benefits since the FRP was adopted in July 2010. The law requires the Board to assess the FRP's progress each year, and to make adjustments (higher contributions or benefit reductions) if necessary to get the FRP back on track. The Board has not had to make any such adjustments. In fact, the only changes made in the FRP were to ease its impact on you. For example, a few years ago the Board reduced the number of annual contribution rate increases required under the Preferred Schedule from 10 to 9.

This progress has been accomplished despite volatility in the investment markets over the past eight years. This is due in large part to the FRP's design, which includes some cushion against normal market downturns. In addition, the Pension Fund has maintained most of its contribution base (participating groups) despite the sacrifices required by the FRP. This is very important for the success of the FRP and for the long-term health of the Fund.

In short, your shared sacrifices are working. Your patience is being rewarded. The FRP is achieving its purpose of making the Pension Fund's benefit promises even more secure. It is not yet time to celebrate. We must finish the FRP and the funding rehabilitation process. But, the finish-line is within sight.

Some groups are close to completing the series of nine annual contribution rate increases required by the Preferred Schedule. Some groups under the Preferred Schedule, as well as under the Default Schedule, have more annual increases to make before they complete the required increases. All groups will be required to complete all of the contribution rate increases due under the Schedule they choose. That is fair, and it is necessary.

Once the FRP's objective has been achieved and the Pension Fund emerges from the Red Zone, the Board of Trustees will consider whether the Fund's benefit structure can be improved without endangering the regained financial strength of the Fund. Of course, the Board will obtain the professional advice of the Fund's independent actuary and investment consultants before making any decision.

There will likely be a desire to reward the participants who have been patient and contributed to the FRP's success. But, whether and to what extent the Board of Trustees will be able to do so will depend on conditions between now and then. The performance of investment markets will be important, as will maintaining participation levels and contribution income. No promises can be made because we cannot predict the future with certainty, particularly the future of the investment markets. However, be assured that the Board has the best of intentions for protecting and improving the retirement income provided by the Fund to current and future pensioners and their surviving spouses.

Appreciation should also be expressed to the faithful employers that have continued to contribute to the Pension Fund through the funding rehabilitation process. They too will benefit from the successful completion of the FRP by, for example, relief from the pressure of unfunded liabilities and an end to required contribution rate increases.

If you have any questions regarding this memorandum or the notices, please feel free to contact Fund Administrator Adam M. Downs at the Fund Office: Laborers' National (Industrial) Pension Fund, 905 16th Street, N.W., Washington, D.C. 20006, 202-737-1664.

Thank you.

Enclosures: Annual Funding Notice and Critical Status Notice

LABORERS' NATIONAL (INDUSTRIAL) PENSION FUND

905 16th Street, NW
Washington, DC 20006
www.lnipf.com

April 2018

ANNUAL FUNDING NOTICE FOR 2017 PLAN YEAR

Federal pension law requires multiemployer pension plans, including the LIUNA National (Industrial) Pension Fund, to distribute this annual notice in a particular format set by regulations. The information included in the notice, as required, does not necessarily show the condition of the Pension Fund at the present time (April 2018). The reference to the "Plan" in the information below means the Pension Fund.

Introduction

This annual notice includes important information about the funding status of your multiemployer pension plan (the "Plan") as of the end of the most recent "Plan Year" (January 1, 2017 – December 31, 2017). It also includes general information about the benefit payments guaranteed by the Pension Benefit Guaranty Corporation ("PBGC"), a federal insurance agency. All traditional pension plans (called "defined benefit pension plans") are required by law to provide this notice every year regardless of their funding status. This notice does not mean that the Plan is terminating, or that the Plan is insolvent, or that your benefits are being changed in any way. Rather, the notice is for informational purposes. You are not required to respond in any way.

How Well Funded Is Your Plan

The law requires the administrator of the Plan to tell you how well the Plan is funded, using a measure called the "funded percentage." The Plan divides its assets by its liabilities on the Valuation Date for the plan year to get this percentage. In general, the higher the percentage, the better funded the plan. The Plan's funded percentage for the Plan Year and each of the two preceding plan years is shown in the chart below. The chart also states the value of the Plan's assets and liabilities for the same period.

Funded Percentage

	2017 Plan Year	2016 Plan Year	2015 Plan Year
Valuation Date	January 1, 2017	January 1, 2016	January 1, 2015
Funded Percentage	75.7%	75.2%	75.3%
Value of Assets	\$1,115,419,659	\$1,084,579,431	\$1,067,690,685
Value of Liabilities	\$1,473,587,831	\$1,442,168,957	\$1,418,765,847

Year-End Fair Market Value of Assets

The asset values in the chart above are measured as of the Valuation Date. They also are "actuarial values." Actuarial values differ from market values in that they do not fluctuate daily based on changes in the stock or other markets. Actuarial values smooth out those fluctuations and can allow for more predictable levels of future contribu-

tions. Despite the fluctuations, market values tend to show a clearer picture of a plan's funded status at a given point in time. The asset values in the chart below are market values and are measured on the last day of the Plan Year. The chart also includes the year-end market value of the Plan's assets for each of the two preceding plan years.

	December 31, 2017	December 31, 2016	December 31, 2015
Fair Market Value of Assets	\$1,202,689,604*	\$1,057,508,562	\$1,000,648,077

* Preliminary based on unaudited figures

Endangered, Critical, or Critical and Declining Status

Under federal pension law, a plan generally is in "endangered" status if its funded percentage is less than 80 percent. A plan is in "critical" status if the funded percentage is less than 65 percent (other factors may also apply). A plan is in "critical and declining" status if it is in critical status and is projected to become insolvent (run out of money to pay benefits) within 15 years (or within 20 years if a special rule applies). If a pension plan enters endangered status, the trustees of the plan are required to adopt a funding improvement plan. Similarly, if a pension plan enters critical status, or critical and declining status, the trustees of the plan are required to adopt a rehabilitation plan. Funding improvement and rehabilitation plans establish steps and benchmarks for pension plans to improve their funding status over a specified period-of-time. The plan sponsor of a plan in critical and declining status may apply for approval to amend the plan to reduce current and future payment obligations to participants and beneficiaries.

As expected and planned for, the Plan remained in the "critical" status ("red zone") for the 2017 plan year because the Plan was in critical status in the prior year and the Plan's actuary projected that there would be an "accumulated funding deficiency" under the PPA's funding standards within ten years unless changes were made to improve the Plan's funding. However, the Plan's funding is on track under the Plan's July 26, 2010 Funding Rehabilitation Plan (FRP) to regain its sound funding for the long term. Under the FRP, the Plan is expected to emerge from the "red zone" by the end of the statutory rehabilitation period (December 31, 2022), if not earlier.

You may obtain a copy of the Funding Rehabilitation Plan and the actuarial and financial data demonstrating any action taken by the Fund toward fiscal improvement by contacting the Pension Fund in writing in care of Fund Administrator Adam Downs, Laborers' National (Industrial) Pension Fund, 905 16th Street, N.W., Washington, D.C. 20006.

Because the Plan remains in critical status for the Plan Year ending December 31, 2018, as expected, a separate notice of that status is being provided as required by law.

Participant Information

The total number of participants and beneficiaries covered by the Plan on the valuation date was 61,894. Of this number, 20,486 were current employees, 17,036 were retired and receiving benefits, and 24,372 were retired or were separated from service and entitled to future benefits.

Funding & Investment Policies

Every pension plan must have a procedure to establish a funding policy for plan objectives. A funding policy relates to how much money is needed to pay promised benefits. The Plan maintains a multiple contribution rate / benefit level schedule that provides a certain benefit level for credits earned by participants at each acceptable employer contribution rate. The schedule's benefit levels are actuarially set so that the contribution rates are projected to cover the Plan's Scheduled Cost (Normal Cost including administrative expenses and adjustment for monthly payments) based on reasonable actuarial assumptions and amortization.

Once money is contributed to the Plan, the money is invested by plan officials called fiduciaries, who make specific investments in accordance with the Plan's investment policy. The Plan employs a major investment consulting firm to assist the Board of Trustees in designing and monitoring the Plan's investment policy and program including asset allocation and selection of investment managers and opportunities. The Plan also employs several professional investment management companies to manage diversified investment accounts.

Pension plans also have investment policies. These generally are written guidelines or general instructions for making investment management decisions. The investment policy of the Plan provides for, in general: (a) a diversified allocation of investments among various asset classes including domestic equities (large, mid and small cap), international equities, domestic fixed income, real estate, alternative investments (including fund of funds, private equity and infrastructure) and cash, with percentage range limits; (b) engagement of one or more qualified professional investment managers to make specific investment decisions within each asset class; (c) guidelines and restrictions regarding each asset class; (d) measurement of investment performance, including benchmarks; (e) communications and reporting requirements; (f) brokerage policies; and (g) proxy voting policies.

Under the Plan's investment policy, the Plan's assets were allocated among the following categories of investments, as of the end of the Plan Year. These allocations are percentages of total assets:

<u>Asset Allocation</u>	<u>Percentage</u>
1. Cash (Interest bearing and non-interest bearing)	0.5%
2. U.S. Government securities	1.5%
3. Corporate debt instruments (other than employer securities):	
Preferred	0%
All other	6.5%
4. Corporate stocks (other than employer securities):	
Preferred	0%
Common	36.5%
5. Partnership / joint venture interests	11%
6. Real Estate (other than employer real property)	0%
7. Loans (other than to participants)	0%
8. Participant Loans	0%
9. Value of interest in common / collective trusts	40%
10. Value of interest in pooled separate accounts	0%
11. Value of interest in 103-12 investment entities	0%
12. Value of interest in registered investment companies (e.g., mutual funds)	4%
13. Value of funds held in insurance company general accounts (unallocated contracts)	0%
14. Employer-related investments:	
Employer securities	0%
Employer real property	0%
15. Buildings and other property used in plan operations	0%
16. Other	0%

For information about the Plan's investment in any of the following types of investments common/ collective trusts, pooled separate accounts, or 103-12 investment entities - contact Fund Administrator Adam Downs, LIUNA National (Industrial) Pension Fund, at 202-737-1664, or in writing at 905 16th Street, N.W., Washington, D.C. 20006.

Right to Request a Copy of the Annual Report

Pension plans must file annual reports with the US Department of Labor. The report is called the "Form 5500." These reports contain financial and other information. You may obtain an electronic copy of your Plan's annual report by going to www.efast.dol.gov and using the search tool. Annual reports also are available from the US Department of Labor, Employee Benefits Security Administration's Public Disclosure Room at 200 Constitution Avenue, N.W., Room N-1513, Washington, D.C. 20210, or by calling 202-693-8673. Or you may obtain a copy of the Plan's annual report by making a written request to the plan administrator in care of Fund Administrator Adam Downs, LIUNA National (Industrial) Pension Fund, 905 16th Street, N.W., Washington, D.C. 20006. Annual reports do not contain personal information, such as the amount of your accrued benefit. You may contact your plan administrator if you want information about your accrued benefits. Your plan administrator is identified below under "Where To Get More Information."

Summary of Rules Governing Insolvent Plans

The LIUNA National (Industrial) Pension Fund is not insolvent and is not projected to become insolvent. However, federal law requires that the following summary of insolvency rules be included in this notice.

Federal law has a number of special rules that apply to financially troubled multiemployer plans that become insolvent, either as ongoing plans or plans terminated by mass withdrawal. The plan administrator is required by law to include a summary of these rules in the annual funding notice. A plan is insolvent for a plan year if its available financial resources are not sufficient to pay benefits when due for that plan year. An insolvent plan must reduce benefit payments to the highest level that can be paid from the plan's available resources. If such resources are not enough to pay benefits at the level specified by law (see "Benefit Payments Guaranteed by the PBGC," below), the plan must apply to the PBGC for financial assistance. The PBGC will loan the plan the amount necessary to pay benefits at the guaranteed level. Reduced benefits may be restored if the plan's financial condition improves.

A plan that becomes insolvent must provide prompt notice of its status to participants and beneficiaries, contributing employers, labor unions representing participants, and the PBGC. In addition, participants and beneficiaries also must receive information regarding whether, and how, their benefits will be reduced or affected, including loss of a lump sum option.

Benefit Payments Guaranteed by the PBGC

The maximum benefit that the PBGC guarantees is set by law. Only benefits that you have earned a right to receive and that cannot be forfeited (called vested benefits) are guaranteed. There are separate insurance programs with different benefit guarantees and other provisions for single-employer plans and multiemployer plans. Your Plan is covered by the PBGC's multiemployer program. Specifically, the PBGC guarantees a monthly benefit payment equal to 100 percent of the first \$11 of the Plan's monthly benefit accrual rate, plus 75 percent of the next \$33 of the accrual rate, times each year of credited service. The PBGC's maximum guarantee, therefore, is \$35.75 per month times a participant's years of credited service.

Example 1: If a participant with 10 years of credited service has an accrued monthly benefit of \$600, the accrual rate for purposes of determining the PBGC guarantee would be determined by dividing the monthly benefit by the participant's years of service (\$600/10), which equals \$60. The guaranteed amount for a \$60 monthly accrual rate is equal to the sum of \$11 plus \$24.75 (.75 x \$33), or \$35.75. Thus, the participant's guaranteed monthly benefit is \$357.50 (\$35.75 x 10).

Example 2: If the participant in Example 1 has an accrued monthly benefit of \$200, the accrual rate for purposes of determining the guarantee would be \$20 (or \$200/10). The guaranteed amount for a \$20 monthly accrual rate is equal to the sum of \$11 plus \$6.75 (.75 x \$9), or \$17.75. Thus, the participant's guaranteed monthly benefit would be \$177.50 (\$17.75 x 10).

The PBGC guarantees pension benefits payable at normal retirement age and some early retirement benefits. In addition, the PBGC guarantees qualified preretirement survivor benefits (which are preretirement death benefits payable to the surviving spouse of a participant who dies before starting to receive benefit payments). In calculating a person's monthly payment, the PBGC will disregard any benefit increases that were made under a plan within 60 months before the earlier of the plan's termination or insolvency (or benefits that were in effect for less than 60 months at the time of termination or insolvency). Similarly, the PBGC does not guarantee benefits above the normal retirement benefit, disability benefits not in pay status, or non-pension benefits, such as health insurance, life insurance, death benefits, vacation pay, or severance pay.

For additional information about the PBGC and the pension insurance program guarantees, go to the Multiemployer Page on the PBGC's website at www.pbtc.gov/multiemployer. Please contact your employer or plan administrator for specific information about your pension plan or pension benefit. The PBGC does not have that information. See "Where to Get More Information About Your Plan," below.

Where to Get More Information

For more information about this notice, you may contact Fund Administrator Adam Downs, LIUNA National (Industrial) Pension Fund, at 202-737-1664, or in writing at 905 16th Street, N.W., Washington, D.C. 20006, or at www.inipf.com. The Fund Office's business hours are 8:30 AM – 4:15 PM (Eastern), Monday through Friday. For identification purposes, the official plan number is 001 and the plan sponsor's name and employer identification number of "EIN" is LIUNA National (Industrial) Pension Fund and EIN is 52-6074345.

cc: Pension Benefit Guaranty Corporation

NOTES

LABORERS' NATIONAL (INDUSTRIAL) PENSION FUND

905 16th Street, NW
Washington, DC 20006

April 2018

NOTICE OF CONTINUATION OF "CRITICAL STATUS" WITHIN THE MEANING OF THE PENSION PROTECTION ACT OF 2006

To: All Participants, Beneficiaries in Pay Status, Participating Unions, and Contributing Employers

This Notice is required by the Pension Protection Act of 2006 (PPA) to inform you that the Pension Fund's actuary has completed its annual certification of the Pension Fund's funding zone status and has determined that the Fund's funding status remains in the "critical" ("red") zone for 2018, as expected under the Fund's "Funding Rehabilitation Plan" (FRP). In accordance with the PPA, the actuary submitted a certification of the Fund's red zone status to the U.S. Department of the Treasury on March 30, 2018.

This does not mean that the Fund is terminating. It does not mean that the Fund is insolvent and unable to pay promised benefits. In fact, the Fund continues to pay all benefits due on time and in full, and the Fund's status is better at this time than planned when the FRP was adopted in July 2010.

The Pension Fund was previously determined to be in the red zone for 2010 because the actuary projected that the Fund would have an "accumulated funding deficiency" under PPA standards unless significant changes were made to improve the Fund's funding over a period of years.

Funding Rehabilitation Plan

On July 26, 2010, the Board of Trustees adopted the FRP to significantly improve the Fund's long-term financial condition over a rehabilitation period of 10-12 years. To do so, the FRP increased the Fund's income and reduced the Fund's liabilities in a balanced, shared sacrifice manner.

As expected when the FRP was adopted, the Fund remains in the red zone for 2018. However, the funding situation is improving faster than expected in 2010. To exit the red zone under the PPA's tougher funding standards, the Fund must be projected to have no funding deficiency within the next 10 years. The Fund has that goal in sight.

To review, the FRP requires the parties to each collective bargaining agreement to adopt one or the other of two "Schedules": a Preferred Schedule or a Default Schedule within a certain period that is determined by the expiration date of their collective bargaining agreements. The bargaining parties can wait until negotiations on a new collective bargaining agreement to agree on a Schedule, or they can re-open their current agreement to incorporate a Schedule. The law requires the Fund to impose the Default Schedule after the current agreement expires if the parties are unable to agree.

The Preferred Schedule requires employer contribution rate increases of 10% per year for 9 years and maintains benefits for participants covered by this Schedule. Originally the Preferred Schedule required 10 years of contribution rate increases, but the Board of Trustees was able to reduce the number of increases to 9 because the FRP was ahead of schedule. The Default Schedule requires employer contribution rate increases of 8% per year for 10 years and reduces benefits and benefit options for participants covered by this Schedule (see "Adjustable Benefits", below).

The Board of Trustees is required by law to annually assess whether the Pension Fund is recovering its financial health under the FRP and is on track to exit the red zone status within the permitted rehabilitation period. The Board has determined that the FRP remains well on track.

However, we must candidly state that adjustments to the FRP might become necessary or appropriate if circumstances beyond the Fund's control develop, such as another investment markets crisis.

No Additional Changes in "Adjustable Benefits" For Participants Covered By the Default Schedule

The law authorized the Board of Trustees to include in the FRP changes in so-called "adjustable benefits" and reductions in future benefit accruals. Under the FRP, Under the law, a rehabilitation plan could include contribution rate requirements and revisionadjustable benefits are reduced for participants covered by the Default Schedule. For active participants covered by the Default Schedule, future benefit accruals are reduced. No reductions in adjustable benefits or reductions in benefit accrual rates are included in the Preferred Schedule, although accrual rates are fixed despite increases in contribution rates.

No change in adjustable benefits reduce any participant's accrued benefit payable at Normal Retirement Age. Further, no reduction in adjustable benefits have been applied to any pensioner or beneficiary whose benefits began (benefit commencement date) before April 30, 2010.

The adjustable benefits eliminated under the Default Schedule are:

- 60-months of benefits guarantee
- Disability Pension
- Early Retirement Pension (with subsidized benefit) and similar retirement-type subsidies
- Various pension benefit payment options (except for the 50% Participant and Spouse Pension)

Every reasonable effort has been made to send a notice of the benefit adjustments to each participant covered by the Default Schedule at least 30 days in advance of the application of the adjustment to him or her.

Lump Sum Payment Restrictions

Effective April 30, 2010 and until the Pension Fund emerges from red zone status, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund has been required to suspend its Partial Lump Sum option, Social Security level income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value that does not exceed \$5,000 and the \$5,000 death benefit.

Temporary, Employer Contribution Surcharge

The PPA requires the Pension Fund to impose on each employer a contribution surcharge until such time as the employer and the union that are parties to the collective bargaining agreement adopt a Schedule or a Schedule is imposed by law. In effect, the surcharge is a temporary tax.

For work performed (or compensation paid) during the period June 1, 2010 through December 31, 2010, the surcharge amount was 5% of total contributions owed each month. Effective January 1, 2011, the surcharge rate increased to 10%, as mandated by the PPA.

The surcharge is based on the total amount of contributions owed to the Pension Fund for a month, and is payable at the same time as the employer's regular monthly contributions.

Non-payment of the surcharge by an employer is treated as a violation of federal law and as a delinquent contribution that is subject to interest charges and the Fund's contribution collection rules. In addition, a delinquent employer may be required by law to pay a 100% excise tax to the Internal Revenue Service.

In fact, less than 1% of contributing employers have failed to agree to a Schedule and are subject to the surcharge at this point.

Contribution Rate Reductions Prohibited

The PPA and the FRP prohibit the Pension Fund from accepting collective bargaining agreements or participation agreements that provide for (a) a reduction in the contribution rate in effect under previous agreements, (b) a suspension of contributions for any period, or (c) any new exclusion of younger or newly hired employees from Fund coverage. Congress considered such changes to be detrimental to a multiemployer pension plan's funding improvement program.

More Information Needed?

For more information about this Notice, you may contact Fund Administrator Adam Downs, LIUNA National (Industrial) Pension Fund, 905 16th Street, N.W., Washington, D.C. 20006. The Pension Fund's office telephone number is (202) 737-1664. The Fund office's business hours are 8:30 A.M. to 4:15 P.M. (Eastern Time), Monday through Friday. The FRP is available at www.lnipf.com or you may obtain a copy of the FRP upon request. For identification purposes, the Plan Number is 001 and the Plan Sponsor's EIN is 52-6074345.

cc: U.S. Department of Labor
Pension Benefit Guaranty Corporation

NOTES

Lawrence J. Mancini
Finance Director



Jorge O. Elorza
Mayor

Finance Department
"Building Pride In Providence"

The Honorable John J. Igliozi, Chairman
Finance Committee
Providence City Council
25 Dorrance Street
Providence, RI 02903

December 28, 2018


Dear Chairman Igliozi:

I am writing to attest that the Fiscal Note pertaining to the Tentative Agreements between the City of Providence and LIUNA Local 1033 for the periods July 1, 2018 to June 30, 2019 and July 1, 2019 to June 30, 2022, currently under consideration by the Finance Committee and the City Council, were prepared by the Finance Department, under the direction of myself and my Deputy Director, Sara Silveria and I provided final review and sign-off to the Chief of Staff Nicole Pollock, who previously submitted the transmittal letter with an accompanying narrative.

The fiscal note narrative and the accompanying worksheets were prepared by the Finance Department, in conjunction with the City's Benefits Department and assistance from the City Solicitor's Office, as it pertained to certain contract provisions.

Upon completion of the work, it was reviewed with Chief of Staff Nicole Pollock, who acted as the City's lead negotiator on the negotiation team, so as to confirm the completeness and accuracy of the contract provisions in accordance with the terms and conditions that were negotiated with LIUNA Local 1033.

Very truly yours


Lawrence J. Mancini
Finance Director

CC:

Nicole Pollock, Chief of Staff
Sara Silveria, Deputy Finance Director and Budget Officer
Kenneth B. Chiavarini, Deputy City Solicitor
Charles R. Ruggerio, Deputy City Solicitor
Lori L. Hagen, City Clerk
Margaret Wingate, Deputy Human Resources Director- Benefits
James J. Lombardi III, City Treasurer and Senior Advisor to the City Counsel
Gina M. Costa, Internal Auditor

