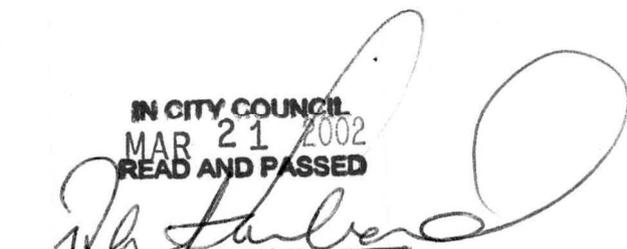
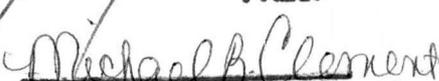


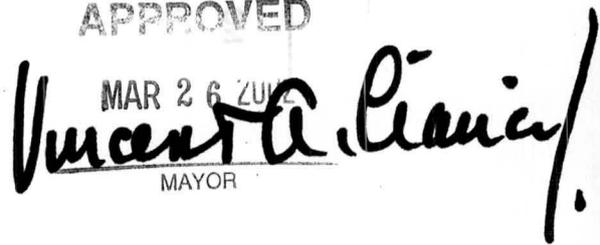
RESOLUTION OF THE CITY COUNCIL

No. 177

Approved March 26, 2002

Resolution, Together with accompanying copy of the Collective Bargaining Agreement by and between the Providence School Board and Local 1033 of the Laborer's International Union of North America (LIUNA), for the period of July 1, 2001 to June 30, 2004, for City Council ratification.

IN CITY COUNCIL
MAR 21 2002
READ AND PASSED

PRES.

CLERK *MB*

THE COMMISSIONER
PROVINCIAL RECORDS
APPROVED
MAR 26 2002

MAYOR

READ AND PASSED
IN CITY COUNCIL

PREP.

CLERK

IN CITY COUNCIL
FEB 7 2002
FIRST READING
REFERRED TO COMMITTEE ON
FINANCE
Michael R. Clement
ans

THE COMMITTEE ON

Finance
Recommends - Be Continued
for Public Hearing
Ann M. Stetsu
CLERK

2-26-02
3-15-02

Vertical handwritten text, possibly "Income Tax"

THE COMMITTEE ON
FINANCE

Approves Passage of
The Within Resolution

Ann M. Stetsu
3-18-02 Clerk

CITY OF PROVIDENCE

**Resolution Adopted
January 28, 2002
D. Lam**

SCHOOL BOARD

No. 1-42-02

**RESOLUTION RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BY
AND BETWEEN THE PROVIDENCE SCHOOL BOARD AND LOCAL 1033 OF THE
LIUNA, FROM JULY 1, 2001 TO JUNE 30, 2004**

PRESENTED By Superintendent Diana Lam

TO THE HONORABLE SCHOOL BOARD OF THE CITY OF PROVIDENCE

**NOW, THEREFORE, BE IT RESOLVED, That the Providence School Board hereby
ratifies the Collective Bargaining Agreement by and between the Providence School
Board and Local 1033 of the Laborers' International Union of North America; and**

**FURTHER, BE IT RESOLVED, That a copy of this Resolution along with a copy of said
contract be forwarded to the Providence City Council for final ratification.**

January 28, 2002

TENTATIVE AGREEMENT

Entered into this 16TH day of January, 2002, by and between the Providence School Board and the Rhode Island Laborers' District Council on behalf of Local Union 1033 pursuant to Article XXVIII and Article XXIX of the parties' Teacher Assistants' Agreement, Article XXI and Article XXII of the parties' Bus Monitors' Agreement, and Article XXIV and Article XXV of the parties' B.E.S.T. Agreement; all effective July 1, 1999 to June 30, 2001;

WHEREAS, the parties hereto have conducted good faith negotiations pursuant to Title 28, Chapters 7 and 9.4 of the Rhode Island General Laws, as amended; and

WHEREAS, the parties' negotiations have resulted in Agreement for a Collective Bargaining Agreement, effective July 1, 2001 to June 30, 2004; and

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

THE PARTIES HEREBY AGREE

Those documents titled "Agreement between the Providence School Board, and the Rhode Island Laborers' District Council on behalf of Public Service Employees' Local Union 1033 of the Laborers' International Union of North America", effective July 1, 1999 to June 30, 2001 are herein incorporated by reference as if fully reproduced. The terms and conditions of this Agreement shall continue and remain in effect for the period of July 1, 2001 to June 30, 2004, except as expressly modified herein.

I. UNION RECOGNITION

Consistent with the parties' supplemental agreement the employer shall continue to recognize the Union as the exclusive representative of all Long-Term Substitutes. Long-Term Substitute employees shall be entitled to permanent positions if

they continue to serve for 60 days following the time period in which they achieve Long-Term Substitute status providing they maintain required minimum qualifications, satisfactory evaluations, and a vacant position exists.

Furthermore, the employer agrees that it shall use substitute employees only in positions that are temporarily vacant due to the absence of a permanent bargaining unit employee.

II. ECONOMIC PACKAGE

- A. Effective July 1, 2002, an amount equal to an across-the-board wage increase for all bargaining unit employees of four percent (4%) (over the June 30, 2002, rate).
- B. Effective July 1, 2003, an amount equal to an across-the-board wage increase for all bargaining unit employees of four percent (4%) (over the June 30, 2003, rate).
- C. Effective June 30, 2002, the wages paid to Occupational Therapists and Physical Therapists shall be amended as follows:

Step 1	\$32,500
Step 2	\$35,000
Step 3	\$44,000
Step 4	\$47,500
Step 5	\$54,500

- D. Effective July 1, 2002, Occupational Therapists and Physical Therapists shall be entitled to additional compensation for every assigned student beyond 33 based upon a ratio of their daily wage and 33 students.
- E. Effective June 30, 200², Teacher Assistants assigned to perform child screening duties shall be compensated and reclassified as Liaisons
- F. Effective June 30, 200², the wages paid to the Senior Budget Officer shall be amended as follows:

Step 1	\$60,000
Step 2	\$63,000
Step 3	\$66,000
Step 4	\$70,000

The BU employee classified as the Senior Budget Officer shall be placed in Step 1, effective the aforesated date.

- G. Effective June 30, 200², BU employee Cathy Sperduti shall be upgraded and placed in the BU position of TECHNOLOGY EMAIL ADMINISTRATOR /CENTRAL OFFICE SUPPORT SPECIALIST, and compensated at Step 2 of the following wages:

Step 1	\$50,425
Step 2	\$55,500
Step 3	\$56,500
Step 4	\$57,500

III. DENTAL BENEFITS

Effective January 1, 2002, the dental benefits in existence shall be enhanced so as to raise the current annual maximum from \$1,200 to \$2,000 and the current life-time orthodontic maximum from \$1,200 to \$2,000.

IV. PRESCRIPTION, VISION, AND WELLNESS BENEFITS

- A. Effective July 1, 2001 the employer's contribution to the Rhode Island Public Employees' Health Services Fund shall be \$.90 per hour, per employee, including Wellness contributions. This contribution represents an increase of 16¢ per hour, per employee.
- B. Effective July 1, 2002 the employer's contribution to the Rhode Island Public Employees' Health Services Fund shall be \$1.06 per hour, per employee, including Wellness contributions. This contribution represents an increase of 16¢ per hour, per employee.
- C. Effective July 1, 2003 the employer's contribution to the Rhode Island Public Employees' Health Services Fund shall be \$1.25 per hour, per employee, including Wellness contributions. This contribution represents an increase of 19¢ per hour, per employee.

V. LIUNA PENSION FUND

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

VI. VACATION LEAVE AND SICK LEAVE

- A. Amend maximum accrued vacation from 45 days per year to 60 days per year.
- B. Amend maximum accrued sick leave from 138 to 160
- C. Twelve month employees hired July 1, 2002 or thereafter and into positions within the B.E.S.T. or Teacher Assistant bargaining Unit shall receive annual vacation leave as follows:

VACATION LEAVE

Section 1. Any employee who has been in the employ of the Employer for more than six (6) months in the aggregate shall receive one (1) week's vacation leave with pay.

Section 2. Any employee who has completed one year of employment shall be granted two (2) weeks' annual vacation leave each calendar year with pay.

Section 3. Any employee who has completed five (5) years of employment shall be granted three (3) weeks' annual vacation leave each calendar year with pay.

Section 4. Any employee who has completed ten (10) years of employment shall be granted four (4) weeks' annual vacation leave each calendar year with pay.

Section 5. Any employee who has completed fifteen (15) years of employment shall be granted five (5) weeks' annual vacation leave each calendar year with pay.

Section 6. Employees may discharge vacation leave in amounts less than a full workweek, but not less than one half (1/2) of a full work day.

Section 7. Vacation credit in excess of six (6) weeks may not be carried over from one calendar year to the next. All vacation time in excess of six weeks (6) as of January 1 must be taken during the calendar year or shall be lost, except in the event that the Employer prevents the employee from taking said excess vacation time during the calendar year.

VII. LIFE INSURANCE

Effective July 1, 2002, increase life insurance and AD&D from \$5,000 to \$10,000

VIII. HEALTH AND WELFARE

- A. Replace Harvard with UnitedHealthcare of New England.
- B. Upon presentation of proof of alternative health care coverage pursuant to a non-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 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.

- C. 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 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 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.

- D. 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 (benefits provided to eligible retirees under Article XVIII and Article XIX) 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 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.

IX. LEGAL SERVICES FUND

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

X. (NEW) ARTICLE - TRAINING FUND

Section 1(A). Effective March 1, 2002, in order to provide employees covered by this Agreement with necessary work duty and safety related training, the employer agrees to contribute 10¢ per hour for each straight time hour each employee covered by this agreement is paid to the Rhode Island Public Service Employees' Training Fund established by a Declaration of Trust executed by the Union.

Section 1(B). Effective July 1, 2002 the employer's contribution shall be 15¢ per hour per employee.

Section 1(C). Effective July 1, 2003 the employer's contribution shall be 20¢ per hour per employee.

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

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

XI. SITE BASED MANAGEMENT

The Superintendent of Schools shall designate up to four (4) Schools for Site Based Management. Local Union 1033 shall appoint a member of each designated School's Staff to serve as a full member of the Site Based Committee.

XII. DURATION OF AGREEMENT

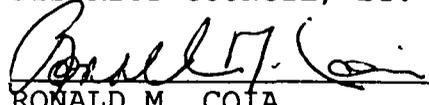
Section 1. The terms and conditions of this Agreement shall be effective July 1, 2001 and shall continue in full force and effect through June 30, 2004 and from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 2004, gives notice in writing to the other party of its intention to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given. In the event that such notice is given, negotiations shall begin immediately, no later than sixty (60) days prior to the termination of the Agreement.

PROVIDENCE SCHOOL DEPARTMENT,
BY:



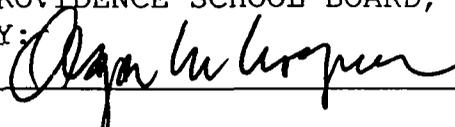
DIANA LAM
SUPERINTENDENT

RHODE ISLAND LABORERS'
DISTRICT COUNCIL, BY:



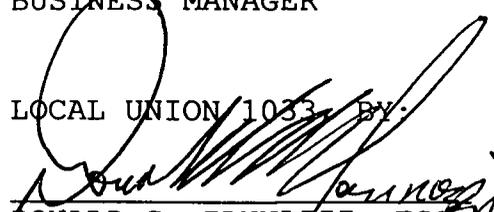
RONALD M. COIA
BUSINESS MANAGER

PROVIDENCE SCHOOL BOARD,
BY:



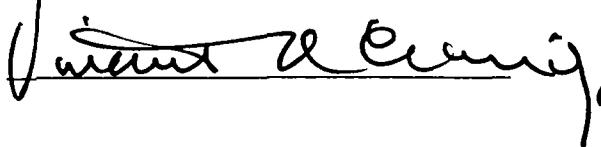
DIANA LAM
SUPERINTENDENT

LOCAL UNION 1033 BY:



DONALD S. IANNAZZI, ESQ.
BUSINESS MANAGER

WITNESS:





Finance Department

"Building Pride In Providence"

March 14, 2002

Councilman Kevin Jackson
Chairman
City Council Finance Committee
City Hall
Providence, RI 02903

Dear Councilman Jackson:

Please find attached the School Department's fiscal note for the proposed three-year School Department contract with Local 1033. My office has reviewed this fiscal note with the Budget Office at the School Department, and I am confident that this fiscal note accurately reflects the financial impact of the proposed contract.

Please feel free to call me if you have any questions or if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Prignano".

Alex Prignano
Director of Finance

Cc: City Council

**Three Year Cost of Proposed Agreement with Local 1033
 Bus Monitors, Teacher Assistants, and BEST
 2/27/2002**

	<u>Year 1 (2001-02)</u>	<u>Year 2 (2002-03)</u>	<u>Year 3 (2003-04)</u>
Increase in Salaries	\$ -	\$ 780,933	\$ 805,000
Prescriptions *	206,000	120,000	200,000
Dental Insurance	10,000	20,000	20,000
Pension Fund	-	25,805	25,805
Life Insurance	-	9,780	-
Legal Services	-	25,805	25,805
Training Fund	52,224	104,500	104,500
Annual Cost	\$ 268,224	\$ 1,086,823	\$ 1,181,110
Cumulative Cost	\$ 268,224	\$ 1,623,271	\$ 4,159,428

* No Increase in Employee Benefit

The Laborer's Union has agreed to change vacation accrual from 2 days per month upon employment to the following:

- 6 months 1 week
- 1 Year 2 weeks
- 5 Years 3 weeks
- 10 Years 4 weeks
- 15 Years 5 weeks

The Union has also agreed to have their members participate in site based governance in 4 schools.

**Proposed Salary Increases 1033 Employees
Contract Years 2002-2004
@1/14/02**

Physical Therapists and Occupational Therapists		
	<u>Current</u>	<u>Proposed</u>
Step 1	30,458	32,500
Step 2	32,813	35,000
Step 3	40,048	44,000
Step 4	43,978	47,500
Step 5	51,314	54,500

Senior Budget Officer		
	<u>Current</u>	<u>Proposed</u>
Step 1	41,356	60,000
Step 2	43,439	63,000
Step 3	45,625	66,000
Step 4	49,200	70,000

Technology E-Mail Administrator/Central Office Support Specialist		
	<u>Current</u>	<u>Proposed</u>
Step 1	43,573	50,424
Step 2	45,856	55,500
Step 3	48,141	56,500
Step 4	50,424	57,500

Upgrade Childscreener	
\$ 2,600	per employee
Total	\$15,600