

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 372


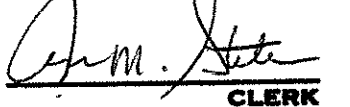
Approved June 20, 2011

RESOLVED, that the Collective Bargaining Agreement by and between the City of Providence and Rhode Island Laborers' District Council on behalf of Local Union 1033 pursuant to Article XXV and Article XXVII of the parties' Agreement effective July 1, 2009 to June 30, 2012, is hereby amended through negotiations resulting in agreement for a new collective bargaining agreement effective for the period of January 1, 2011 to June 30, 2012, and is hereby approved and attached.


IN CITY COUNCIL

JUN 16 2011

READ AND PASSED


PRES.

CLERK

APPROVED


MAYOR 6/20/11



Mayor of Providence

Angel Taveras

June 1, 2011

HAND-DELIVERED

Hon. Michael A. Solomon
President
Providence City Council
Providence City Hall
Providence, RI 02903

RE: 1033 Agreement

Dear President Solomon,

Please find enclosed with this correspondence the amended agreements by and between the City of Providence, Rhode Island and the Rhode Island Laborers' District Council on behalf of Public Service Employees' Local 1033 of the Laborers' International Union of North American, AFL-CIO for the period of January 1, 2011 through June 30, 2015.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Jerzyk", is written over a horizontal line.

Matthew Jerzyk
*Director of Government Relations &
Senior Counsel to the Mayor*

Enclosures

City of Providence, Rhode Island 02903-1789
Phone (401) 421-7740 Fax (401) 274-8240

TENTATIVE AGREEMENT

ENTERED into this 31 day of May 2011, by and between the CITY OF PROVIDENCE and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of LOCAL UNION 1033 pursuant to Article XXV and Article XXVII of the parties' Agreement effective July 1, 2009 to June 30, 2012;

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

WHEREAS, the parties hereto have conducted good-faith negotiations pursuant to Title 28, Chapters 7 and 9.4 of the Rhode Island General Laws, as amended, with the intent of reducing the City's operating costs; and

WHEREAS, the parties' negotiations have resulted in Agreement for a Collective Bargaining Agreement, effective January 1, 2011 to June 30, 2012; and

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

THE PARTIES HEREBY AGREE

1. The document titled "Agreement between the City of Providence, Rhode Island, and the Rhode Island Laborers' District Council on behalf of Public Employees' Local Union 1033 of the Laborers' International Union of North America, effective January 1, 2009 to June 30, 2012 is herein incorporated by reference as if fully reproduced. The terms and conditions of this Agreement shall continue and remain in effect for the period of January 1, 2011 to June 30, 2012, except as expressly modified herein.
2. Recognizing the continuing requirement to provide the most effective and efficient public services, the parties hereto are committed to meet and confer in good faith to address the needs of the City and its Citizenry and all methods of providing services to the Citizenry including consolidating City Departments and Agencies as well as Offices and Divisions of the School Department and those of the City.
3. Article VI – Economic Package – The economic increases shall be as follows and as provided for in the below paragraphs:
 - a. The one percent (1.0%) across the board wage increase which would otherwise have been effective January 1, 2011, shall be eliminated and there shall be no across the board wage increase. Individuals retiring on or before December 31, 2011 shall have said one percent (1.0%) increase included in the computation of their final compensation for the sole purpose of determining retirement allowance. The parties acknowledge that this retirement incentive is subject to approval by the Providence City Council and the parties shall present the Providence City Council with appropriate legislation to accomplish this retirement incentive and the adoption of said legislation. Additionally, in the event that there is an across the board wage

increase afforded to City/ School employees in Fiscal Year 2011 but only after the execution of this agreement, then all members of Local Union 1033, including those who have retired in Fiscal Year 2011, shall be entitled to the previously negotiated wage increases for Fiscal Year 2011. The parties agree that this provision shall not apply to awards established by an interest arbitration panel and/or arbitration awards for City and School.

b. Effective 2359 hours, June 30, 2011, all wage rates for all bargaining unit positions whether assigned to a classification or not, shall be reduced by one percent (1.0%). Individuals retiring on or before December 31, 2011 shall have said one percent (1.0%) included in the computation of their final compensation for the sole purpose of determining retirement allowance as well as the amount stated in subparagraph (a) above. The parties acknowledge that this retirement incentive is subject to approval by the Providence City Council and the parties shall present the Providence City Council with appropriate legislation to accomplish this retirement incentive and the adoption of said legislation.

c. The two percent (2.0%) across the board wage increase which would otherwise have been effective July 1, 2011, shall be eliminated and there shall be no across the board wage increase. The one percent (1.0%) across the board wage increase which would otherwise have been effective January 1, 2012, shall also be eliminated and there shall be no across the board wage increase. Individuals retiring on or before December 31, 2011 shall have said annualized two and one half percent (2.5%) wage increase included in the computation of their final compensation for the sole purpose of determining retirement allowance as well as the amounts stated above in subparagraphs (a) and (b). The parties acknowledge that this retirement incentive is subject to approval by the Providence City Council and the parties shall present the Providence City Council with appropriate legislation to accomplish this retirement incentive and the adoption of said legislation. Additionally, in the event that there is an across the board wage increase afforded to City/ School employees in Fiscal Year 2012 but only after the execution of this agreement then all members of Local Union 1033, including those who have retired in Fiscal Year 2012, shall be entitled to the previously negotiated wage increases for Fiscal Year 2012 and the wage reduction effectuated above in subparagraph (b) shall be restored in full, effective retroactively to June 30, 2011. The parties agree that this provision shall not apply to awards established by an interest arbitration panel and/or arbitration awards for City and School.

d. Commencing July 1, 2011 and terminating July 1, 2014, all new employees shall be compensated at a wage rate of fifteen percent (15%) below the applicable wages. Wages for said employees shall be increased in five percent (5%) increments annually. The parties acknowledge that this provision shall sunset and become null and void on July 1, 2014 and on said date, any member receiving wages at a rate below the applicable union wage rate shall have his/her wages increased to the applicable union wage rate.

Effective July 1, 2011 to June 30, 2012, there shall be no annual step increase. The parties acknowledge annual step increases shall be re-implemented effective 2359 hours, June 30, 2012.

4. Article VII - Longevity Pay

a. Effective January 1, 2011, the parties agree that the Longevity Supplement shall continue to accrue as stated in Article VII Section 1; however, effective June 30, 2011, when a member separates service with the City, said member shall receive the longevity supplement on a pro rata basis. Additionally, the parties agree to amend this section to provide that the longevity supplement shall be paid on or before September 15, 2011 and continuing thereafter on or before September 15th.

b. Effective July 1, 2011 the Longevity Supplement Annual Percentage Amounts shall be reduced by one percent (1.0%), as provided below: (representing longevity due upon separation occurring after July 1, 2011 and for those employees still active, the benefit to be paid in September, 2012).

FOR EMPLOYEES HIRED ON OR PRIOR TO OCTOBER 23, 1999

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

FOR EMPLOYEES HIRED AFTER OCTOBER 23, 1999

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

5. Step Increases - Effective July 1, 2011, employees promoted to a Grade/Step classification shall be advanced to the step that provides a minimum of a two percent (2.0%) raise and not step to step.

6. Bi-Weekly Payroll - Effective with the payment of the FY11 Longevity Supplement on or before September 15, 2011, the City shall institute a bi-weekly payroll. Individuals who do not qualify for the a longevity supplement on the first no pay period, may at the employee's request, receive a no interest bridge loan from the City in an amount equal to one week's regular wages. Said bridge loan shall be repaid to the City in equal deductions from all remaining bi-weekly pay checks for the remainder of calendar year 2011. Said bridge loans must be repaid no later than December 31, 2011. Individuals who are placed on a no pay leave status subsequent to receiving a bridge loan shall authorize the City in a loan agreement to deduct said payment on December 31, 2011 from accrued Personal, floating holiday and/or vacation leave.

7. Article XVIII – Health and Welfare

a. The parties' collective bargaining agreement shall not reference or specify any specific healthcare insurance carrier or provider except in defining the network of providers.

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

c. Effective July 1, 2011, all employees with annual base wages of \$50,000.00 or more shall co-share in the cost of healthcare benefits provided in this Article through pre-tax weekly payroll deduction by payment of .016 of base wages for an individual plan/.035 of base wages for family plan - NOT TO EXCEED 16.5% of the negotiated working rate. It is acknowledged that the premium/working rate for the purpose of computing the employee co-payment shall be as determined by a consultant selected by the parties and shall not increase by more than 9.5% annually.

d. Effective July 1, 2011, the City shall provide all permanent employees who are covered by this agreement and their eligible family members with health care coverage as set forth in Article XVIII section 1(A) entitled "Local Union 1033 Healthcare Plan."

8. Article XX Union Benefits – Effective July 1, 2011, the parties elect to participate in the preferred schedule as codified in the Funding Rehabilitation Plan of the Laborers' International National (Industrial) Pension Fund.

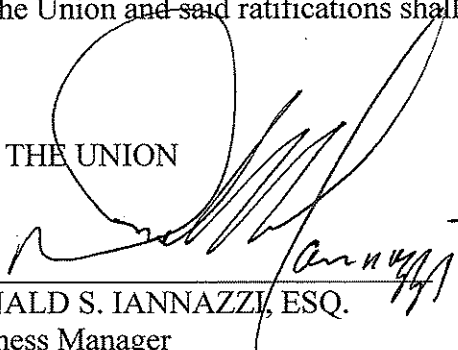
9. Retirement Reform - The parties agree to jointly support the commissioning of a Committee to determine the feasibility of placing all new employees in the Municipal Employees' Retirement System of the State of Rhode Island (MERS) and if legislation can be effected at the General Assembly which recognizes benefits earned at the earned value prior to joining said system. Said committee shall consist of Executive appointees, City Council appointees, Union appointees along with appointees of the General Assembly and the Governor.

10. The parties agree to jointly support a Retirement Incentive Ordinance, which is attached hereto. The parties acknowledge that the retirement incentive is subject to approval by the Providence City Council and the parties shall present the Providence City Council with appropriate legislation to accomplish this retirement incentive and the adoption of said legislation. The enactment, implementation and applicability of the attached is a condition precedent to this Agreement and the covenants contained herein.

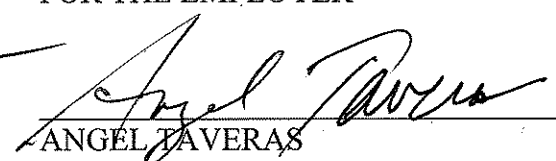
11. The parties acknowledge their agreements relating to operations of the Department of Public Safety, including Detainee Operations, Communications and Central Station.

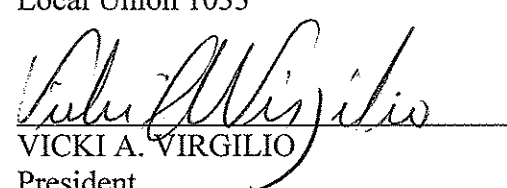
12. The Union and City shall enter into a collective bargaining agreement incorporating the above described agreements for the time period commencing January 1, 2011 through June 30, 2012. That Collective Bargaining Agreement shall be subject to ratification by the City Council and the Union and said ratifications shall occur no later than June 30, 2011.

FOR THE UNION

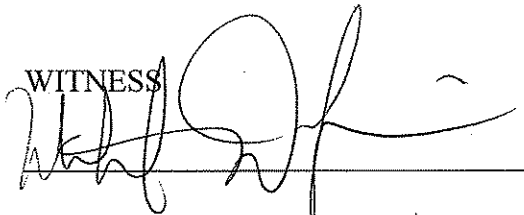

DONALD S. IANNAZZI, ESQ.
Business Manager
Local Union 1033

FOR THE EMPLOYER

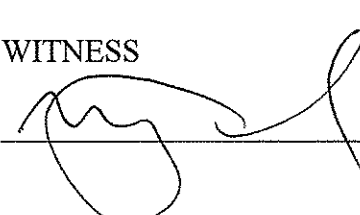

ANGEL TAVERAS
Mayor of Providence


VICKI A. VIRGILIO
President
Local Union 1033

WITNESS



WITNESS





CITY OF PROVIDENCE

Angel Taveras, Mayor

June 1, 2011

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 here is the fiscal note pertaining to the proposed amendments to the L.I.U.N.A Local 1033 contract. The City expects to realize approximately \$26,203,563 in reduced expenditures for the duration of the amended contract period. Please note that the amended contract modifies the terms of the existing contract which ends June 30, 2012 and is a new contract which covers the period July 1, 2012 to June 30, 2015. This fiscal note is consistent with prior fiscal notes and reflects the fiscal impact on all city operations including the Water Supply Board and Providence/Cranston Workforce Solutions. A total of 844 L.I.U.N.A Local 1033 members are affected by the agreement. Of the 844 members, 147 are funded by the Water Supply Board and 20 are funded by Providence/ Cranston Workforce Solutions. The substantive changes in the contract can be categorized within the following four areas, changes to; health benefits, wages and other benefits, pension benefits and consolidation of City departments.

Health Benefits

The union has agreed to increase the maximum employee health insurance co-shares. The co-shares remain on a sliding scale and are based on employee's salary until FY 2014, however, the maximum contribution increases for FY 2012 and FY 2013. The schedule below outlines the employee co-share amounts and the expected increase in contributions that will be made to the City's health insurance trust fund. Currently employees share in the cost of their medical health benefits by a payroll pre-tax co-payment deduction for Individual Plans at .016 of base wages not to exceed 15% of the annual premium/working rate and Family Plans at .035 of base wages not to exceed 15% of the annual premium/working rate. The sliding scale is eliminated in FY 2014 and employees will pay a percentage of the annual premium/working rate.

OFFICE OF THE MAYOR

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	Percentage	Projected Co-Share Contributions
<u>Fiscal Year 2012</u>		
Employees earning \$50,000 or greater maximum contribution	16.5	\$8,000
<u>Fiscal Year 2013</u>		
Employees earning \$50,000 or greater maximum contribution	16.5	\$8,000
<u>Fiscal Year 2014</u>		
Employees earning less than \$50,000	15.0	\$429,000
Employees earning \$50,000 or greater	18.0	\$122,000
<u>Fiscal Year 2015</u>		
Employees earning less than \$50,000	15.0	\$429,000
Maximum Contribution	20.0	\$162,000
Total Projected increased co-pay contributions		<u>\$1,158,000</u>

- The City will lose grandfather status under the National Health Insurance Act and will be required to provide certain diagnostic tests at no fee. This change will cost the City \$130,000 in all contract years.

Wages and Other Benefits

- The Union has agreed to eliminate a 1% salary increase scheduled for January 1, 2011. This will save the City \$210,000 in FY 2011 and \$420,000 in all subsequent years.
- The Union has agreed to eliminate a 2% salary increase scheduled for July 1, 2011. This will save the City \$840,000 in FY 2012 and all subsequent years.
- The Union has agreed to eliminate a 1% salary increase scheduled for January 1, 2012. This will save the City \$210,000 in FY 2012 and \$420,000 in all subsequent years.

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- The Union has agreed to a 1% wage reduction effective July 1, 2011. This will save the City \$420,000 in FY 2012 and all subsequent years.
- The Union has agreed to a change in the longevity schedule to the following:

For employees hired on or prior to October 23, 1999

Years of Service	Prior Annual Percentage Amount	New Annual Percentage Amount
5 yrs. but less than 10 yrs.	5%	4%
10 yrs. but less than 15 yrs.	6%	5%
15 yrs. but less than 20 yrs.	7%	6%
20 yrs. or more	8%	7%

For employees hired after October 23, 1999

Year of Service	Prior Annual Percentage	Amount
7yrs. but less than 12 yrs.	4%	3%
12yrs. but less than 17 yrs.	5%	4%
17yrs. but less than 20 yrs.	6%	5%
20yrs. or more	7%	6%

This will save the City the City \$277,000 in FY 2013 and all subsequent years.

- The Union has agreed to no step increases in FY 2012. This will save the City \$75,000 in FY 2012.
- The Union has agreed that beginning July 1, 2011 employees promoted shall advance only to step that provides 2% minimum raise as opposed to remaining in the same step. This will save the City \$126,000 in FY 2012 and all subsequent years.
- The Union has agreed that all new hires will receive a wage 15% below the applicable rate for FY 2012, 2013 and 2014. Assuming that 40 employees are hired in FY 2012 and 10 employees are hired in FY 2013 and FY 2014, this will save the City \$258,000 in FY 2012, \$234,780 in FY 2013 and \$192,210 in FY 2014.

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Angel Taveras, Mayor

- The Union has agreed to reduce the amount of overtime incurred at the Communications department. It is projected that these savings will approximate \$20,000 in FY 2011 and \$80,000 per year for each subsequent year.
- There will be no longevity payment for FY 2011 and in all subsequent years the longevity payment will be made in September. This will save the City \$1,842,274 in FY 2011.
- Effective September, 2011, the City shall implement a biweekly payroll. Individuals who do not receive a longevity payment may receive a no interest bridge loan from the City in an amount equal to one week's regular wages. Said bridge loan shall be paid by equal deductions from all remaining biweekly pay checks for the remainder of calendar year 2011. Said bridge loans must be repaid no later than December 31, 2011. This will save the City \$20,000 in FY 2012 and \$30,000 per year in each subsequent year.

Consolidations

- The City and the Union will jointly support the consolidation of VIN verification into a state function. This could save the City \$90,000 per year beginning in FY 2013.
- The City will consolidate Police Department detention operations. This will allow for the City to fund 2 fewer detention officers (\$48,000 Salary and \$10,000 benefits for each) and 90 hours less of overtime per week (\$210,000 annually) in the detention office. The employee savings are already calculated below in the savings due to the early retirement incentive. The overtime savings will increase by 3% the final two years of the contract.
- The City will bring all fleet maintenance in house. This will save the City \$200,000 in FY 2012 and \$275,000 per year in each subsequent year.

Pension Benefits

- The City will adopt the Union Preferred funding scheduled for the Laborers pension fund. This change will cost the City \$30,600 in FY 2013, \$76,500 in FY 2014 and \$122,400 in FY 2015

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- The City will offer a retirement incentive to all 1033 employees age 55 and older and with more than 21 or more years of service and all L.I.U.N.A Local 1033 employees with 25 or more years of service regardless of age who retire prior to December 31, 2011. The incentive will be a payment of \$2,500 upon retirement and \$2,000 per year at the first two anniversary dates of the employee's retirement. If 100 employees take advantage of this offer it will cost \$250,000 in FY 2012 and \$200,000 per year for FY 2013 and FY 2014. Aramark Corporation has agreed to contribute \$250,000 towards the FY 2012 payment. Therefore the program will only cost the city \$200,000 in FY 2013 and FY 2014.
- The City has agreed to forego any health benefits co-payment for the first year of retirement for individuals who take the early retirement program. This will cost the city \$35,000 in FY 2012 and FY 2013.
- If 100 employees take advantage of the offer and the City only fills 40 of the vacancies, the City will save \$1,469,250 in FY 2012, \$3,960,000 in FY2013 and FY 2014 and \$4,160,000 in FY 2015.
- Buck Consultants the City's Retirement Systems Actuary has calculated that the City can reduce the General Fund portion of the annual required pension contribution by \$305,000 in FY 2012 due to the cumulative effect of the changes proposed in this agreement. These savings will increase by 4.5% in each subsequent year. In a separate calculation Buck has calculated the net effect of the reduced salary increases due to this contract and other contracts, decreased actuarial assumed rate of return and new mortality tables. The net effect of all of these savings is a \$600,000 per year savings in the General Fund. For the purposes of this fiscal note only the \$305,000 savings are assumed.
- The parties agree to jointly support the commissioning of a Committee to determine the feasibility of placing new employees in the Municipal Employees' Retirement System of the State of Rhode Island and the feasibility of placing all existing employees in said system if legislation can be effected at the General Assembly which recognizes benefits earned at the earned value prior to joining said system. Said committee shall consist of Executive appointees, City Council appointees, Union appointees along with appointees of the General Assembly and the Governor.

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This following table summarizes the savings and costs of the agreement.

Description	Savings / Costs					
	FY11	FY12	FY13	FY14	FY15	Total
Expected retirements not backfilled	\$-	\$1,469,250	\$4,160,000	\$4,160,000	\$4,130,000	\$13,919,250
\$2500 at retirement and \$2000 per year retirement anniversary date for next 2 years for employees age 55 and older and with more than 21 or more years or 25 years of service regardless of age			\$(200,000)	\$(200,000)		\$(400,000)
Changes in General Fund ARC		\$305,000	\$318,725	\$333,068	\$348,056	\$1,304,849
Cost of No Health Benefit Co-Payment for 1 year			\$(35,000)	\$(35,000)		
Waive 1% increase 1/1/11	\$210,000	\$420,000	\$420,000	\$420,000	\$420,000	\$1,890,000
Waive 2% increase 7/1/11		\$840,000	\$840,000	\$840,000	\$840,000	\$3,360,000
Waive 1% increase 1/1/12		\$210,000	\$420,000	\$420,000	\$420,000	\$1,470,000
1% across the board wage reduction effective 7/1/11	\$-	\$420,000	\$420,000	\$420,000	\$420,000	\$1,680,000
1% reduction in longevity	\$-	\$-	\$277,000	\$277,000	\$277,000	\$831,000
No step increases in FY12	\$-	\$75,000				\$75,000
Employees promoted Grade /Step classification advanced only to step that provides 2% minimum raise	\$-	\$126,000	\$126,000	\$126,000	\$126,000	\$504,000
3% increase 7/1/13				\$(1,260,000)	\$(1,260,000)	\$(2,520,000)
3% increase 7/1/14					\$(1,260,000)	\$(1,260,000)
Loss of grandfathered status	\$-	\$(130,000)	\$(130,000)	\$(130,000)	\$(130,000)	\$(520,000)
Healthcare co-shares of 15% of working rate for employees making up to \$50,000 base pay	\$-	\$-	\$-	\$429,000	\$429,000	\$858,000
FY12 Healthcare co-shares of 16.5% of working rate for employees making more than \$50,000 base pay	\$-	\$8,000	\$8,000		\$-	\$16,000
FY14 Healthcare co-shares of 18.0% of working rate for employees making more than \$50,000 base pay	\$-	\$-		\$122,000	\$-	\$122,000
FY15 Healthcare co-shares of 20.0% of working rate for employees making more than \$50,000 base pay	\$-	\$-	\$-		\$162,000	\$162,000
In FY12,13, and 14 all new employees shall receive wage rate 15% below applicable rate	\$-	\$258,000	\$234,780	\$192,210	\$-	\$684,990
Adopt union preferred pension plan	\$-	\$(31,800)	\$(67,000)	\$(105,000)	\$(147,000)	\$(350,800)
Place VIN verification in state jurisdiction	\$-	\$-	\$90,000	\$90,000	\$90,000	\$270,000
Bring all fleet maintenance in-house	\$-	\$200,000	\$275,000	\$275,000	\$275,000	\$1,025,000
Change to call-in policy for OT in communications	\$20,000	\$80,000	\$80,000	\$80,000	\$80,000	\$340,000
Longevity date changed to September	\$1,842,274	\$-	\$-	\$-	\$-	\$1,842,274
Biweekly Pay		\$20,000	\$30,000	\$30,000	\$30,000	\$110,000
Police department combination of detainee ops	\$-	\$210,000	\$210,000	\$220,000	\$220,000	\$860,000
Total	\$2,072,274	\$4,476,250	\$7,313,905	\$6,567,778	\$5,494,656	\$26,203,563

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CITY OF PROVIDENCE

Angel Taveras, Mayor

Thank you for your consideration and should you have any questions, please feel free to contact me to discuss.

Respectfully Submitted;

Michael D'Amico
Director of Administration

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