



# AGREEMENT

between

CITY OF

PROVIDENCE, RHODE ISLAND

and

RHODE ISLAND LABORERS' DISTRICT COUNCIL.

on behalf of

PUBLIC EMPLOYEES' LOCAL UNION 1033

of the

LABORERS' INTERNATIONAL UNION

OF NORTH AMERICA, AFL-CIO

Effective: July 1, 2022, to June 30, 2025

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## AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July, 2022, by and between the CITY OF PROVIDENCE, RHODE ISLAND, (hereinafter referred to as the "Employer"), and the RHODE ISLAND LABORERS' DISTRICT COUNCIL acting for and on behalf of PUBLIC EMPLOYEES' LOCAL UNION 1033, PROVIDENCE, RHODE ISLAND, of the Laborers' International Union of North America, AFL-CIO, (hereinafter referred to as the "Union").

## PREAMBLE

This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and employees, to provide, insofar as possible, for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Employer and the Union.

The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for respective rights and responsibilities of both the Employer and the Union. To further this goal, the parties shall jointly sponsor quarterly meetings of their respective Representatives.

All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

## ARTICLE I

### UNION RECOGNITION

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of, and this Agreement shall apply to, all employees of the Employer who are included within the current definition of "municipal employee" set forth in RIGL 28- 9.4-2, excluding elected officials, administrative employees, board and commission members, certified teachers, policemen, firefighters, supervisors (as defined pursuant to RIGL 28-9.4-2), confidential secretaries (as defined by the parties), attorneys, members of the Mayor's staff, temporary employees, and seasonal employees.

Section 2(a)(1 ). The term "temporary employee" shall mean an individual employed for a limited period, or an individual employed as a replacement for an employee or employees on authorized leave for the duration of said leave, provided that a "temporary employee." may not be employed to replace an employee on Workers' Compensation for a period beyond one (1) year. Temporary employees shall be paid at least the lowest contract rate of pay established by this Agreement but shall be entitled to no other benefits under this Agreement, except those specifically stated herein. Unless otherwise agreed to and consistent with the language of this Agreement, temporary employees shall be utilized only in entry level positions.

Section 2 (a) (2). TEMPORARY EMPLOYEES - The parties agree that temporary employees are not entitled to any rights under the Collective Bargaining Agreement until they are hired as permanent employees. Unless the parties agree otherwise in regards to a specific position and subsequent to posting pursuant to Article X, any position that represents the lowest grade level in a department that the Employer determines to fill shall be offered to temporary employees in the order of their seniority as temporary employees, in



their respective seniority group (Blue Collar or White Collar). Upon hire as permanent employees the probationary period prescribed by the Collective Bargaining Agreement shall begin. Upon completion of the probationary period, permanent employee seniority shall apply retroactively to the employee's date of hire as a permanent employee. The Employer also agrees that the number of temporary employees shall not exceed sixty (60) temporary employees unless otherwise agreed to by the parties.

Section 2(a) (3). Apprentice employees are municipal employees and shall receive all the benefits set forth herein including a minimum probationary period of six (6) months. Apprentice employees shall enjoy the wage rate and other such conditions as established by the Apprentice Council which shall include continued employment and progression based on successful completion of said probationary period. Apprentice employees may exceed six (6) months' probation as determined by continued progressive criteria established by the Apprentice Council.

Section 2(b). Seasonal employees are employees employed during the months of June through September who are assigned to perform only recreational duties and do not perform bargaining unit work of any nature whatsoever.

In no event shall the use of any seasonal employee displace or otherwise affect a member of the bargaining unit.

## ARTICLE II

### UNION SECURITY AND DUES DEDUCTION

Section 1. The City shall deduct from the wages of employees covered by this Agreement, in accordance with the express terms of a blanket authorization form provided by the Union and signed by an individual employee, the monthly dues of the Union for employees who chose to join the Union. In addition, the City shall deduct from employees'

wages, in accordance with the terms of an authorization provided by the Union and signed by the employee, a monthly voluntary contribution to the Union for any employee who wishes to contribute and declines to be a member.

Section 2. The Employer agrees not to enter into any agreement or contract with members of the bargaining unit, individually or collectively, nor negotiate or bargain with them, unless it is through the duly authorized representative of the Union, and any such agreement entered into shall be null and void.

Section 3. The Employer agrees to deduct membership dues in an amount designated in writing by the Union's Secretary-Treasurer from the weekly pay of each employee who authorizes such deduction in writing as provided in this section. Deductions shall be made weekly from the net pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so in writing with title "Dues Deduction Authorization" form, to be furnished to the Employer as set forth below:

PUBLIC EMPLOYEES' LOCAL UNION 1033  
Providence, Rhode Island  
Dues Deduction Authorization

I authorize you to deduct from my weekly pay the sum of ----- per week for Union dues payable to the Secretary-Treasurer of Local Union 1033.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's S.S. Number

\_\_\_\_\_  
Employee's ID No.

\_\_\_\_\_  
Address

Such authorization form, deduction, practices and procedures enumerated in this Article shall be in compliance with the requirements of all State laws and regulations regarding same.

The Employer will remit the deduction withheld weekly to the Secretary-Treasurer of Local Union 1033, 410 South Main Street, Providence, Rhode Island 02903 on Payroll Optional reports listing the employee's name, identification number, department number, and amount of dues deducted.

In addition, the Employer shall deduct the sum of two cents (\$.02) 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 Laborers Public Employees' Political Action Committee (RILPEPAC), created by the Union in accordance with Title 25 Chapter 17, RIGL, as a voluntary contribution.

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 RILPEPAC monthly and by the 15<sup>th</sup> 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.

The Union shall indemnify and hold harmless the Employer for any and all claims, liabilities and costs incurred by the Employer as a result of the Employer's compliance with the above provisions of this Article II.

Section 4. During the term of this Agreement, the Employer shall have the right to transfer and/or redeploy temporary employees, as defined in Article I, and bargaining unit employees who have less than five (5) years' seniority, to vacant positions on a temporary basis and such transfer and/or redeployment shall not be the subject of the grievance procedure. The parties agree that any transfer/redeployment shall only occur within the



affected employee's class, i.e. white collar/blue collar, and will not reduce the salary and benefits afforded to the affected employee. Further, the parties agree that no transfer/redeployment to promotional positions, as defined in Article X, shall occur unless the promotional process of Article X is exhausted. Should a transfer/redeployment to a promotional position occur after the process is exhausted, then the affected employee shall receive the wage rate of the new position for the duration of the transfer/redeployment. Any transfer/redeployment under this provision shall be for a length of time determined by the Employer, but shall not exceed six (6) months. There shall be no pyramiding of transfers/redeployments to the same position. This provision shall not apply to the Communications Department.

Section 5. Notwithstanding anything to the contrary, the employer shall have the right to redeploy any Laborer from the Department of Public Works (DPW) to the Parks Department to perform work within said classification with the exception of the Spring preparation of athletic fields. The employer shall have the right to redeploy any Laborer from the Parks Department to the Department of Public Works (DPW) to perform work within said classification with the exception of snow removal operations. With respect to performance of work related to snow removal, said work shall continue to be the primary responsibility of the employees of the DPW. To the extent that the full complement of the employees assigned to the DPW are unable to meet the demands of snow operations, the City may continue to supplement said employees with other qualified bargaining unit members from other city departments by seniority.

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



### ARTICLE III

#### NON-DISCRIMINATION

There shall be no discrimination against any employee by reason of race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity or expression, genetic information, or Union membership.

The Employer and the Union affirm their joint opposition to any such discriminatory practices in connection with employment, promotion, or training, remembering that the public interest remains in full utilization of an employee's skill and ability without regard to consideration of race, color, religion, sex, age, physical or mental disability, sexual orientation, gender identity or expression, genetic information, or Union membership.

No employee covered by this Agreement shall be discharged, laid off, demoted, suspended, transferred, or affected in any way because of political beliefs or activities.

### ARTICLE IV

#### HOURS OF WORK AND OVERTIME

Section 1. The regular workweek for all employees covered by this Agreement, who are employed in the classifications listed in Schedule "A" hereto, shall consist of five (5) consecutive eight (8) hour days: Monday, Tuesday, Wednesday, Thursday and Friday. The regular work shift for day workers shall commence at 8:00 A.M. and shall finish at 4:30 P.M. with one half (1/2) hour lunch period. Existing exceptions to the foregoing, and exceptions codified within Section 2 and Section 5 below may be continued during the term of this Agreement.

The regular workweek for Automobile Drivers shall consist of forty (40) hours per week, consisting of five (5) consecutive eight (8) hour days: Monday, Tuesday, Wednesday,

Thursday, and Friday, unless otherwise agreed to.

Section 2. The regular workweek for all employees covered by this Agreement, who are employed in the classifications listed in Schedule "B" hereto, shall consist of five (5) consecutive seven (7) hour days: Monday, Tuesday, Wednesday, Thursday and Friday. The regular work shift for day workers shall commence at 8:30 AM. and shall finish at 4:30 P.M. with a one (1) hour lunch period. Existing exceptions to the foregoing, and exceptions codified within this section and Section 5 below may be continued during the term of this Agreement.

(A) Flex Hours. The parties agree that the Employer may seek qualified volunteers within a department needing flextime, on a rotating basis by seniority, as may be needed by a specific department, to work scheduled flextime. When this need arises, the Employer shall notify the Union no later than two weeks prior to the requested implementation of flex time. However, in the event of a situation determined by the Employer to be an emergency, the employer may implement Flex hours under this section with less than two weeks' notice. In such a case notice will be given to the Union as soon as practical. If the Employer is not able to secure enough volunteers during an emergency, the Employer will identify and select the most junior qualified employees within the department or Citywide to fill the necessary time slots. Implementation of this section shall be considered a normal work week and shall not be considered an alternate work schedule and the provisions of ARTICLE IV Section 5 shall not apply, and the work week shall fall within Monday through Friday.

Section 3. The workweek for any employee hired and assigned or promoted from a department other than Communications to a position in the Providence Police Control Center shall be four (4) consecutive days on, followed by two (2) consecutive days off and then repeating.

Section 4. Overtime. Time and one half shall be paid in each of the following instances:

(A) Hourly Basis of Pay. Any regular employee of the Employer, whose pay is established on an hourly basis shall be entitled to and shall be paid overtime pay at the rate of one hundred fifty percent (150%) of his hourly rate of pay for each full hour, or part of an hour, of employment in excess of the standard hours of employment worked or credited in any one workweek. In the event an Employee is sick during the workweek, the sick day shall be considered as part of the workweek for the purpose of computing overtime.

(B) Daily Basis of Pay. Any regular employee whose pay is established on a daily basis in the City Compensation Plan shall be entitled to and shall be paid overtime at the rate of one hundred fifty percent (150%) of the rate of payment established in the City Compensation Plan for the particular position which he holds, for each full day or part of in excess of standard days of employment worked or credited in any one workweek.

(C) The Employer may require employees to work reasonable overtime in those areas such as the Department of Public Parks, Department of Public Safety, Department of Public Works, Water Supply Board, and other essential services.

(D) Overtime will be offered equally to employees by classification in each department, on the basis of seniority based on the work the employee customarily and ordinarily performed during that week. In departments separated by functional divisions, overtime will be offered first to employees in the division where the overtime takes place, on the basis of seniority based on the work the employee ordinarily and customarily performed during that week, and then will be offered department wide, if a need continues to exist. A list of eligible employees of each department shall be posted and maintained by the superintendent and the steward of each department. Should a dispute arise under the



application of this clause, and upon request, the Employer shall furnish the Union a record of overtime.

Employees who discharge sick leave are not eligible for overtime assignments for twenty-four (24) hours, except in extenuating circumstances where the City determines it necessary, such as to maintain roadways during a severe weather event. For the purpose of this section, the 24 hour waiting period commences at the start of the shift wherein the employee discharged sick leave. In the event the employee discharges more than one (1) day of sick leave, the 24 hour waiting period commences at the start of the shift, on the last day in which sick leave was used.

(E) Bargaining Unit members, excluding employees assigned to the Providence Police Control Center and Fire Dispatchers, assigned to a less than forty-hour workweek, may elect to take compensatory time in lieu of cash for the hours worked or credited beyond thirty five and up to forty (40) in a given workweek provided that the department director or designee and the employee are in agreement as to the election of such time. If there is no agreement as to the election of such time then hours worked or credited shall be compensated with overtime wages.

The discharge of such compensatory time must be scheduled and approved in advance by the Employee 's Department Director. The accumulation or use of such compensatory time, to a maximum of one hundred-five (105) straight time hours (i.e. 157.5 compensatory time hours), cannot be carried over from one contract year to another unless the employee is denied reasonable opportunities to discharge said time prior to the end of the contract year. Requests to discharge compensatory time during the time period of November 15 to January 5 must be submitted in writing by October 15.

(F) An Employee who discharges leave of any type that equals fifty percent



(50%) of the employee's regular workweek as of the time that the overtime opportunity occurs, shall not be offered or be eligible for overtime during that workweek unless the entire list, including agreed to alternate lists, of eligible employees is exhausted. Said employee shall remain in the existing location on the overtime list and become eligible for the following workweek for any overtime unless the employee's absence disqualifies him/her under this section.

Section 5. It is recognized that in some circumstances employees may have an existing regular schedule that requires work during a period not included in the workweek as defined in Section 1 of this Article. Such employees shall not be paid one hundred fifty percent (150%) of his hourly rate of pay for work during such periods, but shall receive an additional One Dollar (\$1.00) per hour for all hours worked or credited. This section shall apply to Zoo Keepers at Roger Williams Park. Notwithstanding any provision to the contrary, the Employer shall have the option of maintaining an alternate workweek of Tuesday to Saturday for a maximum of fourteen (14), unless otherwise agreed to by the parties, of which no greater than three (3) shall be from DPW, three (3) from Zoo, excluding the complement of employees currently assigned to an alternate workweek, three (3) from Grounds Maintenance, and two (2) from Traffic Engineering. The complement of WSB employees currently assigned to the alternate work week shall not count toward this maximum number of fourteen (14). Employees assigned to the alternate workweek shall receive regular wages plus one dollar and twenty cents (\$1.20) per hour for all hours worked or credited. The Employer shall first post this opportunity and award said positions to the senior bidder in the classification assigned to the alternate workweek, then to the senior bidder in the department, then the senior bidder Citywide. If no bidders, then the Employer shall offer this opportunity to temporary employees as identified in Article I.

Section 6. Any employee covered by this Agreement, who is called into work outside of his regular hours, for a period of time that is not connected to his regular hours, shall be paid at the rate of one and one-half (1 ½) times his regular rate of pay for all such hours worked, but in any event, shall be guaranteed four (4) hours' straight time pay. In the event that such hours worked are in excess of the applicable workweek, the employee shall not be paid overtime in addition to the premium pay or guarantee provided by this section. If otherwise eligible, employees may elect compensatory time per Section 4 (E) above.

Section 7. Summer Hours. During the months of July and August, the regular workday shall end a half (1/2) hour earlier at no loss of pay for members of the bargaining unit in accordance with current practice. The parties shall train Foreman of outside crews in appropriate safety measures and equipment for hot weather working conditions.

Section 8. Subcontracting. The Employer shall have the right to enter into subcontracts for the performance of work, where the work is of a type which has never been performed by bargaining unit employees covered by this Agreement, or of a type that has previously been subcontracted, or where the subcontractor which is the lowest responsible bidder selected by the Employer subscribes and agrees to be bound by the same economic conditions and the Union security provisions in this Agreement.

Section 9. Coffee Breaks. Employees shall receive one fifteen (15) minute coffee break during the first four (4) hours of their daily assignment and one fifteen (15) minute coffee break during the balance of their daily assignment.

## ARTICLE V

### MANAGEMENT RIGHTS

Section 1. Except as abridged or restricted by any provision of 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 City 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 Section 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 Employer. Nothing contained in Article II, Section 6 shall negate, contradict, or modify in any way the Employer's rights pursuant to this provision.

Section 3. Reorganization

Except as abridged or restricted by any provisions of this Agreement and subject to the following provisions and any obligations imposed on the Employer by applicable law, the Employer may reorganize any one or more departments or areas as set forth below.

1. The Employer shall notify the Union at least fifteen (15) calendar days in advance of notification to bargaining unit members of its intentions to reorganize.
2. The Union and the Employer shall meet to review and discuss the plan for such reorganization.
3. That plan shall include a thirty (30) day notification to the affected employees.
4. (A) All affected employees shall be given the right to bid on new assignments by seniority and shall carry departmental seniority to the new department and/or position.  
  
(B) Affected employees who have no available assignments within their classification will be offered vacant positions which have been posted and not filled the accordance with Article X. If the reassigned employee is assigned to duties below his class but within his seniority group, said assignment shall not be subject to the grievance and arbitration clause and shall be without the loss of pay.



## ARTICLE VI

### SALARIES AND HOURLY RATE SCHEDULES

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

- (A) Effective July 1, 2022, an amount equal to an across-the-board wage increase for all bargaining unit employees of two and one half percent (2.5%) over the June 30, 2022 rate.
- (B) Effective July 1, 2023, an amount equal to an across-the-board wage increase for all bargaining unit employees of two and three quarters of a percent (2.75%) over the June 30, 2023 rate.
- (C) Effective July 1, 2024, an amount equal to an across-the-board wage increase for all bargaining unit employees of three percent (3%) over the June 30, 2024 rate.
- (D) Commencing on July 1, 2022 and terminating on June 30, 2025, all new employees shall be compensated as 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 June 30, 2025, 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.
- (E) In addition, all employees who possess a CDL and who are assigned to a classification with a wage rate less than the EQUIPMENT OPERATOR wage rate and who agree to work reasonable hours, including overtime, in Snow and Ice removal operations shall receive a stipend of fifty cents (\$0.50) per hour for all hours worked or paid for in a classification with a wage rate less than the EQUIPMENT



OPERATOR wage rate. This stipend is conditioned on maintaining a valid CDL.

## ARTICLE VII

### LONGEVITY PAY

Section 1. 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 annually on the basis of the employee's salary and years of service, as of June 30. Longevity payments shall be payable annually on or before September 15 or for employees separating prior to the payment date, on a pro rata basis from the commencement of the Fiscal Year through the date of severance.

Section 2. The Longevity supplement amount shall be reduced by one (1%) percent as follows:

#### FOR EMPLOYEES HIRED ON OR PRIOR TO OCTOBER 23, 1999

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

#### FOR EMPLOYEES HIRED AFTER OCTOBER 23, 1999

<u>Years 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%

#### FOR EMPLOYEES HIRED AFTER JULY 1, 2015

<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%

Section 3. Bi-Weekly Payroll. The City shall institute a bi-weekly payroll.

## ARTICLE VIII

### SHIFT DIFFERENTIALS

Section 1. Any bargaining unit member who is regularly assigned to commence work subsequent to 11:30 A.M. or prior to 7:00 A.M. shall receive seventy-five cents (\$.75) per hour in addition to his regular rate of pay as contained herein.

## ARTICLE IX

### SENIORITY AND PROMOTION

Section 1. Definition. Seniority shall be defined as the total length of service with the Employer. Seniority preference shall be defined as length of service within a Department and shall be applicable to filling vacancies and scheduling vacation leave. For employees whose assigned department is merged with another and for employees who are transferred to another department involuntarily, including through reorganization, departmental seniority shall be the length of service in the initial department and the subsequent department, as measured in the aggregate.

Seniority shall be acquired by a fulltime employee after the completion of a six (6) month probationary period, at which time seniority shall be retroactive to the first day of employment.

Probationary employees shall not be entitled to avail themselves or utilize the grievance and arbitration procedures, as set forth in Article XXI hereof, regarding disciplinary matters or termination with or without cause, but shall be entitled to any and all other rights, benefits and entitlements pursuant to the terms of this Agreement.

Section 2. Accumulation. Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave.

Section 3. Break in Seniority. Seniority shall be considered broken only for the following reasons:

- a. When an employee has been discharged for just cause.
- b. When an employee voluntarily terminates his employment.
- c. When an employee exceeds an authorized leave of absence.
- d. When an employee fails to respond to a recall notice.
- e. When an employee engages in other work without authorization while on leave of absence;
- f. When an employee is laid off in excess of two (2) consecutive years.
- g. Absent extenuating circumstances, when an employee fails to report an absence from work of five (5) consecutive working days within that period.

Section 4. Seniority Groups. It is agreed that there shall be two seniority groups: one for employees in "Blue Collar" classifications and another for employees in "White Collar" classifications; and the application of seniority under this Agreement with respect to one group shall be separate and apart from the other group.

Section 5. It is understood that it is the employee's responsibility to advise the Personnel Department of his current address and telephone number.

Section 6. The Employer shall forward a seniority list to the Union, by Department, on an annual basis no later than December 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 7. Redeployment/Reduction in the Workforce.

Subject to the procedures and limitations contained herein, due to reasons of lack of



work or lack of funding, the Employer may implement a redeployment of the workforce or a reduction in the workforce.

The Employer will initially address the issue of lack of work through redeployment of the workforce. The Employer will initially seek volunteers for reassignment to vacant and funded positions after affording the vacant and funded positions to all bargaining unit members in accordance with Article X. Said volunteers, by seniority, who possess the job description qualifications for the vacant and funded position shall then be reassigned and shall carry departmental seniority to the new department and/or position. Said volunteers shall receive the wages of the position. If sufficient volunteers are not obtained, the Employer shall reassign the most junior employee in the affected seniority group (Blue or White Collar), affected department and job classification. The reassigned employee shall receive the greater of the wages of the position or the wage rate of his classification prior to reassignment. If the reassigned employee is assigned to duties below his class but within his seniority group, said action shall not be subject to the grievance and arbitration clause. Positions to which junior employees are reassigned do not require re-posting pursuant to Article X.

The Employer will initially address the issue of lack of funding through redeployment of the workforce. The Employer will initially seek volunteers for reassignment to vacant and funded positions after affording the vacant and funded positions to all bargaining unit members in accordance with Article X. Said volunteers, by seniority, who possess the job description qualifications for the vacant and funded position shall then be reassigned and shall carry departmental seniority to the new department and/or position. Said volunteers shall receive the wages of the position. If sufficient volunteers are not obtained, the Employer shall reassign the most junior employee in the affected seniority



group (Blue or White Collar) and affected department. The reassigned employee shall receive the greater of the wages of the position or the wage rate of his classification prior to reassignment. If the reassigned employee is assigned to duties below his class but within his seniority group, said action shall not be subject to the grievance and arbitration clause. Positions to which junior employees are reassigned do not require re-posting pursuant to Article X.

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 (employees who volunteer to be laid off will not be allowed to exercise bumping rights but will retain rights to recall). If a sufficient number of employees do not volunteer for layoff, the Employer may lay off employees by inverse total employment seniority, i.e. last employee hired shall be the first employee laid off and based upon the then existing proportion of White Collar/Blue Collar employees, the number of which cannot exceed ten (10%) percent of the bargaining unit workforce. All temporary employees within the affected seniority group and the affected department 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 to any position that the employee possesses the job description qualifications subsequent to the position being initially offered to all bargaining unit employees pursuant to Article X.

Union Stewards shall be considered senior in service for layoff purposes only. The Recall process shall be as specified in the parties' Recall Memorandum of Agreement.

Section 8. 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 within 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 the 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.

## ARTICLE X

### FILLING OF VACANCIES

Section 1. This Article shall apply to the filling of all vacancies and positions within the bargaining unit above that of Laborer and Clerk I, which are vacant, and the Employer determines to fill.

Section 2. The Employer agrees to fill all vacancies from the best qualified applicants in the bargaining unit as defined in subsection (C) and in accordance with the provisions set forth below.

Section 3. The Employer agrees that vacant positions that are staffed on more than one work shift within a specific department shall be offered as a lateral transfer, by seniority, to bargaining unit members assigned to that department and that same classification. For all

other vacancies, first consideration will be given to filling all vacancies from within the department where the vacancy exists by seniority to qualified bargaining unit applicants as defined in subsection C. Second consideration shall be afforded by seniority to qualified bargaining unit applicants, as defined in subsection C below, not from that department.

(A) Notice of a vacancy in any position above that of Laborer and Clerk I shall be posted for a period of three (3) working days on appropriate Employer bulletin boards.

(B) Any employee who is interested in filling the vacancy shall apply in writing to the Department of Human Resources within seven (7) working days after said notice has been posted.

Probationary employees shall be eligible to bid for and fill vacancies; however, regardless of the position occupied, said employees shall serve a full six (6) month probationary period. Apprentice employees shall be required to successfully complete their apprenticeship prior to bidding on vacant positions.

(C) Vacancies shall be filled on the basis of qualifications and ability as determined by the Employer. The vacancy shall be filled on the basis of qualifications and ability, as determined by the Employer based on the requirements listed in the parties' job descriptions. Where qualifications and ability are relatively equal, seniority shall be the determining factor. Should a question arise out of the decision made by the Employer on the question of qualifications and ability, this shall constitute a grievance and be subject to the grievance and arbitration procedure included in this Agreement.

Recognizing the continuing requirement to provide the most effective and efficient public services, the parties agree to revise and update all job descriptions. The parties shall meet periodically for the purpose of modifying all existing job descriptions so as to delineate actual duties and minimum qualifications.



Disputes arising out of the modification of the job descriptions shall be referred to Expedited Arbitration.

Section 4. The Employer agrees that when detailing employees to higher level duties on a temporary basis, the criteria provided in Section 3 (C) shall be utilized.

Section 5. The successful bidder shall be given a trial period of up to sixty (60) days; and if he is not deemed qualified for the position during that period, he shall be restored to his former job and position.

Section 6. 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 when filled by a bargaining unit bidder and no later than 60 days when filled by an external applicant, or upon the expiration of the retiring employee's vacation leave, whichever is greater.

## ARTICLE XI

### HOLIDAYS

Section 1. All employees covered by this Agreement shall be paid the regular rate of pay for each of the following designated holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Election Day (November of each even year)
Juneteenth	Thanksgiving Day
Fourth of July	Day after Thanksgiving
Victory Day	Christmas Day

(3)Three Floating Holidays \*

Easter Sunday- only for employees who actually work on said day.

\*The procedure for requesting time off shall be handled in the same manner as request for vacation leave. The Floating Holidays may be discharged by the hour.

Notwithstanding the foregoing, employees shall be granted requests made at the beginning of a work shift to discharge floating holiday hours during that work shift in order to conclude said work shift early. Employees shall be granted requests made one day in advance to discharge floating holiday hours at the beginning of the next shift or during the middle of the next shift.

Section 2. In the event that any of the foregoing holidays fall on a Saturday, the previous day, Friday, shall be the day of celebration. If any of the foregoing holidays fall on a Sunday, the next day, Monday, shall be the day of celebration. Notwithstanding the foregoing, the Employer shall have the option of paying any or all employees an additional day's pay for any holiday occurring on Saturday or Sunday, in lieu of declaring Friday or Monday as the day of celebration.

Section 3. Employees shall be paid for each of the above-enumerated holidays when not worked, provided they meet all of the following eligibility requirements:

(1) The employee works during the payroll week during which the holiday occurs, except when the holiday occurs within his vacation period, or when the employee is absent for the entire payroll week but has worked within the preceding payroll week, or he is absent during the entire payroll week, in which the holiday occurs, because of jury duty, or received bereavement pay for one or more days during the week.

(2) When a holiday occurs during an eligible employee's scheduled vacation, he shall be paid for the unworked holiday in addition to his vacation pay at the same time or shall be granted an additional day off with pay.

Section 4. In addition, the Employer shall allow one-half (1/2) day off with pay the afternoon of the last regular working day prior to Christmas Day and New Year's Day (or the days of observance of Christmas Day and New Year's Day), when Christmas Day and New

Year's Day fall or are celebrated on Tuesday through Saturday.

## ARTICLE XII

### 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) weeks' vacation leave with pay.

Section 2. Any employee hired prior to July 1, 1987, who has completed one year of employment, shall be granted three (3) weeks' annual vacation leave each calendar year with pay. Employees hired on or after July 1, 1987, who have completed one (1) year of employment, shall be entitled to two (2) weeks' annual vacation leave each calendar year with pay.

Section 3. Any employee hired on or after July 1, 1987, 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 hour of a workday.

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.



Section 8. Except for employees on leave due to medical reasons, employees on unpaid leave of any nature shall cease to accrue vacation leave after twenty-six (26) weeks of unpaid leave. Vacation leave shall not accrue during any period in which an employee is serving a disciplinary suspension. For every workday 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.

### ARTICLE XIII

#### SICK LEAVE/PERSONAL DAYS

Section 1. All employees of the bargaining unit regularly employed continuously for at least one (1) month shall be entitled to sick leave with full pay. Sick leave shall be granted for the following reasons:

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

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

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

(D) Two (2) Personal Days per contract year, which shall be deducted from accrued sick leave.

Section 2. Sick leave with full pay for the employees of this bargaining unit shall be

computed as follows:

Sick leave with full pay for all employees shall be computed at the rate of one (1) working day per month.

Such annual sick leave accrual as set forth above with pay, of which two (2) days shall be personal days as defined in (D) above, when not used, shall be cumulative, but the accumulated and unused portion of such sick leave shall not exceed one hundred thirty-five (135) days at one time; provided, however, any employee with at least five (5) years of continuous service, who contracts a serious illness, may be granted, with the approval of the Chief Human Resources Officer, the Finance Director, and the Mayor, a further leave with pay, not to exceed ninety (90) days in addition to his accumulated sick leave, as of the date such illness occurs. Personal days which are not discharged shall accrue as sick leave and not personal leave.

Section 3. Sick leave shall not be discharged in periods of less than one hour of a work day.

Section 4. The Department Head may require a physician's certificate or other satisfactory evidence in support of any request for sick leave, provided the employee affected has been told on the occasion of his last prior absence for sickness, that such evidence might be required for any future sick leave request in accordance with the Employer's Sick Leave Abuse Policy. However, such evidence shall be required for each sick leave with pay covering an absence of more than three (3) consecutive working days.

Section 5. Employees who retire and receive a retirement benefit under the City of Providence Employees' Retirement System shall, upon retirement, be entitled to a lump sum payment equal to the sum of twenty-five percent (25%) of the value of the first fifty (50) days of unused sick leave accumulated from January 1, 1986, to the date of their retirement

and fifty percent (50%) of the value of the days over fifty (50) of unused sick leave accumulated during said period.

Section 6. Except for employees on leave due to medical reasons, employees on unpaid leave of any nature shall cease to accrue sick leave after twenty-six (26) weeks of unpaid leave. Sick leave shall not accrue during any period in which an employee is serving a disciplinary suspension.

Section 7. The parties agree to establish an Employee Sick Leave Bank in a manner consistent with the attached Appendix A.

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.

#### ARTICLE XIV

##### LEAVE OF ABSENCE

Section 1. It is agreed that upon written application an employee with permanent status may be granted a leave without pay, not to exceed one year, for reason of personal illness, disability, or other purpose deemed proper and approved by the City's Chief Human Resources Officer.

At the expiration of such leave, the employee shall be returned to the position from which he is on leave at the same step of the then current range for his class of position. Seniority shall be retained and shall accumulate during all leaves without pay.

#### ARTICLE XV

##### BEREAVEMENT LEAVE

Section 1. All employees of the bargaining unit shall be allowed leave without loss of



pay, when death occurs in an employee's immediate family, [i.e. employee's legal spouse, employee's domestic partner of the same or opposite sex who has lived in the same household as the employee for at least six (6) months and when the employee and partner have made a commitment to continue to live as a family, mother, father, son, daughter, brother, sister, or other members of the immediate household] provided that in such cases the leave shall not exceed more than one (1) day beyond the date of burial; in the case of employees of the Jewish faith, said leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the day of burial.

Section 2. All employees covered by this Agreement shall be granted one (1) day leave with pay to attend funeral services for grandparents, mother in law, father in law, aunts or uncles.

Section 3. In the event there is a death in the employee's family, but not in the immediate household, as defined above, the employee shall be granted sufficient time to attend the funeral service without loss of pay.

## ARTICLE XVI

### JURY LEAVE

Section 1. An employee who is called for jury service in a court of law shall be excused from work for the days on which the employee serves and shall receive, for each such day of jury service on which the employee otherwise would have worked, the straight time rate of pay for each hour of absence, less the amount received for jury duty. The employee will present proof of such service and the amount received therefor.

## ARTICLE XVII

### SPECIAL TIME OFF

Section 1. The Union Negotiating Committee shall consist of not less than three (3) employees nor more than five (5) employees designated by the Union who shall be afforded time off with pay required to negotiate agreements. Not more than five (5) employees who constitute part of the Negotiating Committee shall be excused from duty with pay for the purpose of participation and the negotiating of any agreement, providing reasonable notice is given to the appropriate Department Head.

Section 2. The Union has submitted to the Employer a list of designated Union stewards who shall be recognized as such by the Employer in the departments and divisions indicated in the submission. Hereafter, in no event shall the total number stewards exceed fifty (50), nor shall any one department or division have more than three (3) stewards. The Union shall furnish the Employer and appropriate Department Heads with a list of stewards, and shall, as soon as possible, notify said appropriate Employer officials in writing of any changes thereto. Only those who are officers and stewards shall be recognized by the Employer for the purpose of meetings.

The Union may also be represented by representatives of Local Union 1033, International Representatives, and Representatives of the Rhode Island Laborers' District Council with Legal Counsel.

Section 3. There shall be no deduction of pay from a grievant and/or Union officer or steward for time spent directly involved in meetings with department heads during working hours.

Section 4. Designated stewards or Union representatives shall be allowed to visit all job areas, department offices and buildings during working hours, provided that prior permission of the Employer is obtained, which permission shall not be unreasonably withheld.

Section 5. Elected Union officials and members of the Union Executive Board [not to exceed a total of six (6) in number] shall be granted time off with pay to attend (A) all scheduled Local Union meetings, (B) all meetings of the Rhode Island Laborers' District Council, and (C) as delegates for International LIUNA, Regional and State AFLCIO conventions.

## ARTICLE XVIII

### HEALTH AND WELFARE

Section 1(A). The Employer shall provide all permanent employees who are covered by this agreement and their eligible family members with health care coverage as follows:

#### LOCAL UNION 1033 HEALTH CARE PLAN

#### *COVERAGE LEVELS:*

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.

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:

In Network -Covered in full for unlimited days of care with all necessary medical services 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.

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 apply 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 (certain diagnostic testing is subject to Pre-authorization): In Network- Covered in full after meeting the annual deductible, excepting preventative and early detection testing.

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

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- 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- Coverage at 80% of the In Network allowance for eligible services to the recipient and the donor, after meeting the annual deductible.

Free Standing Surgi 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.

Free Standing Surgi 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 Network- in patient, outpatient, 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.

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

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.

SELF ADMINISTERED INNOCULATIONS: 80% coverage; administered by the City of Providence's Prescription Benefits Manager.

#### Section I(B). Health Reimbursement Account (HRA)

##### (i.) Establishment of Account.



In January, 2019 the City established and funded a new and distinct Healthcare Reimbursement Account (HRA) which is 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.

The parties agree that the City shall continue to fund the Healthcare Reimbursement Account (HRA) and, 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" shall mean: funding of the deductible, for each employee, at the benefit level provided below.

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 prior to January 1, 2019, shall mean the full and applicable deductible amount, individual and family plan.

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.

Section 1(C). Notwithstanding the foregoing, with thirty (30) days' prior notice to the Union, the Employer shall have the right at any time during this Agreement to provide substantially equal medical insurance benefits under a different plan than those specified in Section 1 and in lieu thereof.

Section 1 (D). Upon presentation of proof of alternative health care coverage pursuant to a non-Employer paid plan satisfactory to the Employee's Benefit Coordinator, employees eligible for paid City Blue or United Healthcare of New England insurance under this agreement may

choose not to be covered under the Employer's group health insurance policies. Eligible employees enrolled in a family plan making this choice shall receive \$1,500.00 for each full contract year in which they are not covered for family coverage and for those dropping individual coverage, the compensation shall be \$750.00 for each full contract year of non-coverage by a City plan. The parties understand and agree that employees whose spouses are employed by the City and those who have chosen not to be covered by Employer policies shall not be eligible for this benefit. For each year in which the employee opts out under this Section, he 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/or equivalent coverage, such as death or loss of employment of a spouse. Proof of loss of said alternative coverage and/or equivalent coverage may be required by the Employer 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 June. If an employee has opted back into Employer coverage during the course of a contract year, he shall not be entitled to any payment under this Section for that year.

Section 1 (E). On the effective date of this Agreement, all permanent employees shall co-share in the cost of healthcare benefits provided in this Article through pre-tax weekly payroll deduction (if permissible by law) as follows:

Employees with annual base wages of \$ \$56,569 or more shall co-share in the cost of healthcare insurance benefits provided in this Article through pre-tax biweekly payroll deduction by the payment of the Tier One (1) cost sharing rate, as defined below. Employees with annual base wages that are less than \$56,569 but more than \$47,414 shall co-share in the cost of healthcare insurance benefits provided in this Article through pre-tax weekly payroll deduction by the payment of the Tier Two (2) cost sharing rate, as defined below. Employees with annual base wages that are less than \$47,414 shall co-share in the cost of healthcare insurance benefits

provided in this Article through pre-tax weekly payroll deduction by the payment of the Tier Three (3) cost sharing rate, as defined below. These rates shall be indexed to reflect the salary increases over the life of the agreement.

The Employer and the Union agree to the following cost sharing schedules by contract year for health insurance benefits provided by the employer:

Co-Share Structure		Year 1	Year 2	Year 3
Tier Three	Individual	\$ 1,335.36	\$ 1,362.07	\$ 1,402.93
Tier Three	Family	\$ 3,343.86	\$ 3,410.74	\$ 3,513.06
Tier Two	Individual	\$ 1,101.62	\$ 1,123.65	\$ 1,157.36
Tier Two	Family	\$ 2,758.60	\$ 2,813.77	\$ 2,898.19
Tier One	Individual	\$ 1,001.52	\$ 1,021.55	\$ 1,052.20
Tier One	Family	\$ 2,507.70	\$ 2,557.85	\$ 2,634.59

Section 1 (F). 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, 2022, 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 \$300 for the following contract year unless exempted by both the Administrator of the RI Public Employees Health Services Fund and the City's Manager of Employee Benefits.

Section 1 (G). The Employer also agrees to continue health coverage for retirees and retirees' spouses for life for employees who retired on or after July 1, 1982, 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 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.

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 or at such age as to qualify for Medicare, said coverage shall convert to Plan 65 or, at the option of the retiree, 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. 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.

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

The premium payments of the above-described coverage for active employees shall be borne solely by the employer through September 30, 2004, and for all retirees who retire prior to January 1, 2005.

Individuals retiring 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.



Employees hired on and after July 1, 2008, 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 retiree's cost and at the employer's group rate. Said employees shall be required to participate in a Designated Savings Account or other savings vehicle approved by the City and the Union at a rate of six cents (\$.06) per hour with the funds being used for said Retiree Post Medicare healthcare beginning on July 1, 2022. Employee contributions for said fund will change to eight cents (\$.08) per hour on July 1, 2023, and ten cents (\$.10) per hour on July 1, 2024.

Section 1 (H). Upon presentation of proof of alternative health care coverage pursuant to a non-Employer paid plan satisfactory to the Employee 's Benefit Coordinator, retirees eligible for paid health insurance under this Agreement may choose not to be covered under the Employer'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 an Employer plan.

The parties understand and agree that retirees whose spouses are employed by the Employer and those who have chosen not to be covered by Employer policies shall not be eligible-for this benefit. For each year in which the retiree opts out under this section, he 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 Employer 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 July to June with payment made in June. If a retiree has opted back into Employer coverage during the course of a contract year, he shall not be entitled to any



payment under this section for that year. When a retiree opts back into coverage or receives post retirement coverage under this Article, said retiree shall be afforded the opportunity to purchase all supplemental coverage heretofore existing including spousal coverage, RX, and dental coverage, under all of the conditions that existed on the retiree's initial retirement date.

Section 1 (I). In lieu of Section 1 (G) above, 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. Subsequent to retirement, should a retiree 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.

Section 2. Any employee having an application for Accidental Disability Retirement benefits pending before the Retirement Board shall have the right to appear before the Board and may be represented by Counsel, or by the Union Representative, prior to the Board's action upon the application.

Section 3. Any employee who sustained an on-the-job injury prior to July 1, 1981,



having an application for Temporary Disability Benefits, shall have right to appear before the Commission on Relief of Injured Employees, and may be represented by Counsel, or by Union Representative, prior to the Commission's action upon the application. Said employee shall be entitled to Temporary Disability benefits as outlined in the City of Providence Injured Employees' Act. In addition, the Department Head shall forward any accident report to the Commission within forty-eight (48) hours of the report being filed by the employee.

Any employee who sustains an on-the-job injury as of July 1, 1981, shall be entitled to Workers' Compensation benefits in accordance with the General Laws of the State of Rhode Island, Title 28, Chapters 29 to 38 inclusive.

Section 4. 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.

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 shall not exceed the actual amount of City service, not inclusive of the probationary period. Additionally, no purchases of service of any type may be added or included in the actual City service.

#### ARTICLE XIX

##### DENTAL BENEFITS

Section 1. 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 \$86.00 per month for each employee covered by this Agreement who is included in the payroll for that month.

Section 2. An employee receiving Workers' Compensation benefits shall be considered to be included in the payroll for that month.

#### ARTICLE XX

##### 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 Union Benefit Trust Funds, the Employer agrees to contribute \$4.39 per hour for each straight-time hour each employee covered by this Agreement is paid. The above language notwithstanding, the Employer's contribution shall be paid for the full day [seven (7) or eight (8) hours] for every day that the employee receives pay, including days of holiday and leave, or a contribution is

otherwise due under Section 3 below. Of said \$4.39 per hour, \$2.50 shall be paid to the LIUNA National (Industrial) Pension Fund and \$1.89 per hour shall be paid the RI Public Employees' Benefits Fund.

Effective July 1, 2023, the contribution to the RI Public Employees' Benefits Fund shall be increased by \$.03 to \$1.92 per straight-time hour that each employee covered by this agreement is paid and said increased contribution shall be dedicated to the RI Public Employees' Health Services Fund. Effective July 1, 2024, the contribution to the RI Public Employees' Benefits Fund shall be increased by \$.04 to \$1.96 per straight-time hour that each employee covered by this agreement is paid and said increased contribution shall be dedicated to the RI Public Employees' Health Services Fund.

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.

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

Section 4. In addition to all other Employer contributions required herein, the Employer shall also pay to the Rhode Island Public Employees' Health Services Fund, no later than January 15, an amount equal to the one-half (1/2 %) percent wage assignment as required in the parties' May 26, 1994, Memorandum of Agreement. The parties acknowledge that this amount is not an additional Employer contribution but rather is an assignment of a portion of the July 1, 1994, wage increase.

Section 5. Each employee covered by this Agreement and their dependents shall be provided prescription drug benefits, dental benefits, vision care benefits, life insurance, and a Membership Assistance Program and a Telemedicine Benefit, all 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.

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(A). 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.

Section 8 (B). The Employer shall continue to fund and staff the bargaining unit position of Training Coordinator, the primary duty of which shall be designating required training for employees covered by this Agreement and coordinating the development and implementation of said training with the aforesaid Funds. Said position shall enjoy wage

parity with the position of Employee Benefits Coordinator. This position shall be staffed by an individual nominated by the Rhode Island Public Service Employees' Training Fund.

## ARTICLE XXI

### GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievances. It is mutually understood and agreed that all grievances of employees or the Union arising out of the provision of this contract shall be filed and processed as follows:

Section 2. The employee's Union stewards shall be guaranteed sufficient time off during working hours to seek to settle grievances without loss of pay. An aggrieved employee shall have the right to Union representation, during the grievance procedure.

Step 1. The Union shall present such grievance in writing to the appropriate Director, Department Head, Chief Human Resources Officer and/or the Chief of Police or a designee. The Director and/or Department Head, Chief Human Resources Officer and/or Chief of Police or a designee shall have five (5) working days to respond to the grievance in writing.

Step 2. In the event the grievance is not satisfactorily adjusted, the Union shall present such grievance in writing to the Chief Human Resources Officer or his designee within five (5) working days from the receipt of the Step 1 response. The Chief Human Resources Officer or his designee shall have five (5) working days to respond to the grievance in writing.

Step 3. If unable to reach a satisfactory adjustment within five (5) working days, the Union shall submit the grievance in writing within five (5) working days to the Mayor or the Commissioner of Public Safety, for those affected employees working under his supervision, who must then meet or respond to the grievance in writing within five (5) working days.

Section 3(A). Arbitration. If a grievance is not settled, such grievance may at the request of the Union, be referred to the Labor Relations Connection in accordance with its rules then obtaining. The Arbitrator's decision shall be final and binding upon the parties. The expenses of such arbitrator shall be borne equally by the parties. The arbitrator shall have no power to disregard, alter, amend, add to or deduct from the provisions of this Agreement. The submission to arbitration must be made within fifteen (15) working days of receipt of the Mayor's or Commissioner's answer, as stated in Step 3 or else it shall be deemed to have been waived.

Section 3(B). All Demands for Arbitration, absent an expressed agreement of the parties, shall be heard within 120 days of the initial filing of the Demand for Arbitration and conclude within 180 days of the filing of the Demand for Arbitration. All Demands for Expedited Arbitration shall be heard within fifteen (15) days of the initial filing.

The Employer and the Union agree to apply the decision of the arbitrator to all substantially similar situations.

Any grievance which is not presented at Step 1 within five (5) working days excluding Saturdays, Sundays, and Holidays, of the date of occurrence or injury (whichever is later) shall be deemed to have been waived. Failure of the Union to comply with the other time limitations set forth in this Article shall also constitute a waiver of the grievance. Failure of the Employer to respond timely at any step of the grievance procedure shall enable the Union to proceed to the next step, including arbitration.

Section 4. Sustained grievances and grievance resolution agreements shall be implemented within thirty (30) days. If the Employer fails to implement the same, the matter shall be submitted to expedited arbitration.

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.

## ARTICLE XX.II

### 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.

Section 2. The Employer agrees that there shall be no lockouts during the term of this Agreement.

## ARTICLE XXIII

### PROTECTIVE CLOTHING, BULLETIN BOARDS, SAFETY, AUTOMOBILE ALLOWANCE AND COMPENSATION

Section 1. Protective Clothing. The Employer shall provide required protective clothing for those employees engaged in activities which subject their regular clothing to extraordinary wear and tear.

Section 2. Bulletin Boards. The Employer shall provide Bulletin Boards in conspicuous places to be used solely for the posting of Union notices, rules and regulations.

Section 3. Safety. A Local Union 1033/City of Providence Safety Committee shall be

appointed, composed of three (3) representatives selected by the Union, two (2) representatives selected by the Mayor and one (1) representative selected by the City Council. The Committee shall meet at least quarterly and report recommendations and findings to their respective appointing authorities.

Both the Employer and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices and rules for the protection of employees and the public.

Section 4. Automobile Allowance. Employees covered by this Agreement who are required to use their own automobile in connection with services rendered shall receive a mileage allowance in the amount of \$0.575 per mile. Employees who are required to use their own automobile in connection with services by the City of Providence and rendered three (3) or more times on average per week on a monthly basis shall receive Three Hundred Seventy-Six Dollars and Forty-Four Cents (\$376.44) per month as a monthly allowance. This amount shall be adjusted each October 1 by the increase or decrease in Federal travel regulations for government use of privately owned vehicles.

Section 5. Compensation. Employees covered by this Agreement who are authorized by the Employer to work in a higher rated classification shall receive the higher rate of pay. In the event an employee starts the work day in a higher rated classification, the employee shall receive the higher pay of that classification for the full day.

Section 6. Uniforms. For those employees required by the Employer to wear uniforms, the Employer shall provide and maintain such uniforms. The Employer, at its option, shall either (1) provide an annual clothing and maintenance allowance of Five Hundred Dollars (\$500.00) to all permanent Park Rangers, Animal Control Officers, and Parking Enforcement Officers, along with an initial issue of uniforms and in-kind

replacement as needed; or (2) provide said employees with uniforms and be responsible for cleaning/maintaining said uniforms for the employees. If the Employer selects the payment option, payment shall be made to the employees in the above identified positions no later than July 1 following the employee's assignment to the position and every year thereafter as long as the employee remains in the designated position. The Employer will be responsible for providing each employee within the designated position with sufficient uniforms, no later than fifteen (15) days after assignment. Damage to uniforms caused by usage not associated with normal wearing of the uniform will be the employee's responsibility to repair.

Section 7. Parking Enforcement Officers. Parking Enforcement Officers shall be provided with radios to communicate with the Police Control Center.

## ARTICLE XXIV

### APPRENTICESHIP PROGRAM

Section 1. The Employer and the Union recognize and acknowledge that the delivery of efficient Municipal Services is dependent on the ability to recruit and train highly motivated, productive, and skilled Public Employees.

Section 2. There shall be an Apprenticeship Council consisting of seven (7) members: three (3) appointed by the Union Business Manager, three (3) appointed by the Mayor, and one (1) appointed by the City Council. The members shall meet on a quarterly basis.

Section 3. Within thirty (30) days of the execution of this agreement, the parties will meet and confer to establish the job progression, educational, and on-the-job training criteria for all new bargaining unit employees entering the Apprenticeship Program, all in accordance with Article 1 Section 2 (a) (3).



Section 4. The Apprenticeship Program will coordinate additional career and citizenship enhancement training with the Rhode Island Public Service Employees' Training Fund.

## ARTICLE XXV

### CHANGES OR AMENDMENTS

Section 1. This Agreement constitutes the entire agreement and complete understanding between the Employer and the Union arrived at as a result of collective bargaining, except such amendments hereto or modifications hereof as shall be reduced to writing and executed by the parties following the execution 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 XXVI

### SEVERABILITY

Section 1. Should any final decision of any Court of competent jurisdiction affect any provision of this Agreement, only the provision so affected shall become null and void; otherwise, all other provisions of this Agreement shall remain in full force and effect.

## ARTICLE XXVII

### DURATION OF AGREEMENT

Section 1. The terms and conditions of this Agreement shall be effective July 1, 2022, and shall continue in full force and effect through June 30, 2025, and from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 2025, 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. The provisions of the preceding section shall not prevent the parties, by written Agreement, from extending any portion of this Agreement, after the one hundred twenty (120) day notice has been given for any agreed upon period beyond its expiration date.

IN WITNESS WHEREOF, the parties herein have caused these presents to be signed by their duly authorized representatives on the 18 day of August, 2022.

CITY OF PROVIDENCE  
RHODE ISLAND



JORGE O. ELORZA  
Mayor, City of Providence

RHODE ISLAND LABORERS'  
DISTRICT COUNCIL OF THE  
LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA  
on behalf of LOCAL UNION 1033



MICHAEL F. SABITONI  
Business Manager

WITNESS:



EMMANUEL R. ECHEVARRIA  
Chief Human Resources Officer



RONALD R. COIA, ESQ.  
Business Manager

Approved as to form and correctness:

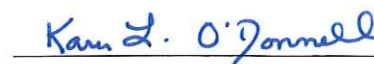


Jeffery Dana, City Solicitor



VICKI A. VIRGILIO  
President

WITNESS:



(APPENDIX A)  
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 and sick leave extensions, where applicable, have been exhausted.

- 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 and sick leave extensions, where applicable;
- b) The Local 1033 member must have contributed at least five (5) sick/vacation 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. Sick 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/injury;
- 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 City of Providence and Local Union 1033. The Chief Human Resources Officer or his/her designee shall select one individual and the Union Business manager shall select two individuals to serve as member of the Committee. The Chief Human Resources Officer and the Union Business Manager shall be ex officio members of the Committee and shall have rights and powers granted to all member 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 City of Providence 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 affectively 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 of days as determined by the Committee. Where a member of the Bank wishes to retain membership, but has exhausted his/ her sick leave as is unable to make the necessary required contribution, said member shall assign an equivalent amount of sick/vacation leave as 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 member may join the Emergency Sick Leave Bank each year, at times designated by the Committee, by assigning no less than five (5) sick/vacation leave accumulated days to the Bank. Current member 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 Human Resources and the Office of Local Union 1033 with copies being retained in each office.

Members with less than five (5) years seniority who have contributed to the Sick Leave Bank are eligible to draw from the Sick Leave Bank and members with five (5) or more years of seniority who have contributed to the Sick Leave Bank are eligible to draw from the Sick Leave Bank after they have exhausted their ninety (90) days of Sick Leave Extension pursuant to Article XIII, Section 2 of the CBA.

## APPENDIX B

1. Common Law Spouses – October 9, 2002.
2. Garibaldi Park – February 21, 2014.
3. Flushing Technicians – April 1, 2013 – all terms except paragraph 2.
4. Fire Dispatchers Schedule – January 21, 1997.
5. Fire Alarm Inspector Details – July 1, 2010.
6. Agreement – January 4, 2012 – paragraph 2 only.
7. Temporary Employees – November 18, 2011. – paragraphs (c) and (d) only.
8. Retiree Health Care – July 22, 2011.
9. Volunteer Protocol at Parks Dept. - May 14, 2009 – change "approval" to "notification" in paragraph 2.
10. \$1 per hour for alternate work week -March 28, 2001.
11. Bilingual Pay – December 30, 2002 -all terms except paragraph 2.
12. Apprentice Dispatchers – August 23, 1999 – all terms except paragraphs 2 and 5.
13. Tax Assessor Certification Stipends -September 6, 2001 – sentence in paragraph 5 beginning with “Furthermore” only.
14. Non-regular work week -June 30, 1994 – paragraphs 2 and 3 only, but must amend amount from \$.50 to \$1 per hour to reflect current CBA.
15. PWSB Rest Period – April 13, 2015 – all terms except paragraph 8.
16. Conversion of 35 to 40 hours and vice versa- December 21, 2011.
17. Holiday Pay -November 4, 2011 – paragraphs 1,2, and 3 only.
18. Information Technology – June 24, 2011– paragraphs 8 and 9 only.
19. OT wages for employees not released for summer hours – August 13, 1990.
20. Municipal Court/Dog Pound – August 13, 1998 -paragraphs 1 and 2 only.
21. Fire Alarm Technicians/ Plan Reviewers – December 30, 2014.
22. Training Incentive Pay – July 16, 2002 – agreed as to all classifications except Fire Dispatchers.
23. Continuation of Health Care Benefits – August 1, 1996.
24. Dig-safe workers – October 20, 1999 – paragraph 2 only.
25. Water Treatment Operators – paragraph 2 only.
26. Senior Meter Reader Technician – January 3, 1997 – paragraphs 2.1 and 2.2 only.
27. PWSB Infrastructure Agreement – September 6, 2006.
28. Local Union 1033/Deductible Plan, July 26, 2019.
29. Employee CDL Exemption, January 24, 2022
30. Heavy Equipment Operator Promotions, May 25, 2022



EXHIBIT A  
RHODE ISLAND LABORERS' PUBLIC EMPLOYEES  
POLITICAL ACTION COMMITTEE DEDUCTION

I authorize the Employer to deduct the sum of two cents (\$.02) per hour for each hour worked or paid for as a voluntary contribution to the Rhode Island Laborers' Public Employees Political Action Committee (RILPEPAC), which I understand continues a separate aggregate fund used for the purposes allowed under the provisions of Rhode Island law.

Such deductions shall be made from my earned pay on each regularly scheduled pay day and shall be remitted to the designed depository at the same time as employer contributions are remitted to Union Benefits Funds.

This authorization shall become operative upon the date of each collective bargaining agreement entered into between my employer and the Union or the date in which my Union transmits this Authorization Form, whichever is later 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 for such terms of successor collective bargaining agreements 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 be than (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.

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. Due 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 Signature Printed Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City or Town

\_\_\_\_\_  
State and Zip Code

\_\_\_\_\_  
Dated