

RESOLUTION OF THE CITY COUNCIL

No. 584

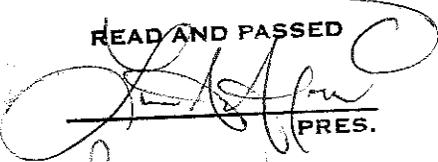
Approved December 7, 2015

RESOLVED, That the accompanying copy of the Collective Bargaining Agreement by and between the City of Providence, Rhode Island and the Rhode Island Laborers' District Council on behalf of Public Service Employees' Local Union 1033 of the Laborers' International Union of North America, AFL-CIO for the period of July 1, 2015 through June 30, 2018, is hereby approved and ratified by the Providence City Council. (1033 Teacher Assistants Agreement)

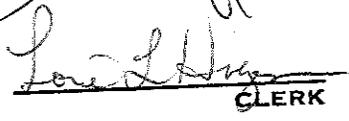
IN CITY COUNCIL

DEC - 3 2015

READ AND PASSED

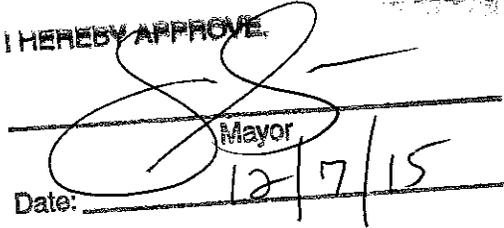


PRES.



CLERK

I HEREBY APPROVE



Mayor

Date: 12/7/15



Mayor of Providence

Jorge O. Elorza

October 15, 2015

HAND-DELIVERED

Honorable Council President
Luis A. Aponte
City Council Office
Providence City hall
25 Dorrance Street
Providence, RI 02903

RE: 1033 Teacher Assistants Agreement

Dear Council President Aponte:

Enclosed with this correspondence please find a copy of the tentative agreement by and between the City of Providence, Rhode Island and the Rhode Island Laborers' District Council on behalf of Public Service Employees' Local Union 1033 of the Laborers' International Union of North America, AFL-CIO for the period of July 1, 2015 to June 30, 2018.

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

Sincerely,

A handwritten signature in black ink, appearing to be "J. Elorza", written over a horizontal line.

Jorge O. Elorza
Mayor

Enclosure

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

TENTATIVE AGREEMENT
TEACHER ASSISTANTS

ENTERED into this 6th day of October 2015, by and between the CITY OF PROVIDENCE and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of LOCAL UNION 1033 pursuant to Article XXVII and Article XXVIII of the parties' Agreement effective July 1, 2012 to June 30, 2015;

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

WHEREAS, the parties' negotiations have resulted in Agreement for a Collective Bargaining Agreement, effective July 1, 2015 to June 30, 2018; and

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

THE PARTIES HEREBY AGREE

1. The document titled "Agreement between the Providence School Board and the Rhode Island Laborers' District Council on behalf of Public Employees' Local Union 1033 of the Laborers' International Union of North America, effective July 1, 2012 to June 30, 2015 Teacher Assistants" is herein incorporated by reference as if fully reproduced. The terms and conditions of this Agreement shall continue and remain in effect for the period of July 1, 2015 to June 30, 2018 except as expressly modified herein.

2. Article II – Union Security

Section 5 (new): Unless otherwise agreed to by the parties, the City shall not assign bargaining unit work to non-bargaining unit persons.

3. Article IV – Pre-Employment Qualifications

Rewrite as follows:

- (a) High School Diploma or equivalency.
- (b) Literacy in the English language, with the ability to read with comprehension, and write legibly.
- (c) The proposed employee must have a good previous employment record, be of good moral character and be free of disqualifying information pursuant to RIGL 16-2-18.1.
- (d) Recommendations from at least three (3) persons. Candidates with recommendations from people who have worked with the candidate in some capacity involving children and youth; school personnel; members of parent groups or members of recognized social agencies will be given preference.

- (e) The proposed employee must be free from habits injurious to himself and others.
- (f) The proposed employee must be in good health and possess physical and/or other ability to enable him or her to perform the work assigned.
- (g) Physician's statement regarding health. Negative chest X-Ray. Confidential character clearance.
- (h) Rhode Island Department of Education issued Teacher Assistant Certification, and all other State and Federal requirement, including those requirements of the "No Child Left Behind Act" and any applicable successor legislation.

4. Article V – In-Service Training

Section 1(d): Rewrite the categories of Assistants as follows:

- 1. Instructional Assistants
- 2. Teacher Assistants
- 3. Aide Liaisons
- 4. Trade Aide Liaison
- 5. Community Transition Assistant Liaisons
- 6. Behavior Support Assistants
- 7. Building Assistants

Section 2: Increase hours of professional development from the current amount to 10 hours effective July 1, 2015, 12 hours effective July 1, 2016, and 15 hours effective July 1, 2107.

5. Article VI – Pre-Appointment Assistant Requirements

Eliminated.

6. Article VIII – Employees

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

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

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

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

7. Article IX – Job Security and Vacancies

Section 2(a): Eliminate current language and replace with: “All vacancies which the administration decides to fill shall be posted on the Department’s electronic applicant tracking system. Copies of all postings shall be sent to the Local Union office within two (2) days of such postings. Employees who desire a job vacancy may apply through the applicant tracking system.”

8. Article X – Work Year/Workday

Section 1(d): Rewrite as follows: “There shall be no provision for scheduled overtime activity unless approved by the appropriate school official in writing in advance. Failure of an administrator or designee to secure authorization from the appropriate school official shall not prevent the payment of the overtime of an employee who has been directed to work by said Administrator or designee.”

9. Article XII – Holidays and Recess Vacation Periods

Section 2(b)(c) and (d): Strike all references to “February” and replace with “April.”

Section (I): (new) Vacation leave shall not accrue during any period in which an employee is serving a disciplinary suspension. For every work day that an employee is serving a disciplinary suspension, said employee’s annual vacation accrual shall be reduced by 1/260ths; provided, however, that this provision shall not apply in any case in which the reduction as calculated above would result in an amount less than one (1) work day. In the event an arbitrator finds that any such suspension lacked just cause, he may award the affected employee any vacation accrual that he otherwise would have received during the suspension period.

10. Article XIII – Sick Leave

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

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

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

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

Section 5: Sick leave shall not accrue during any period in which an employee is serving a disciplinary suspension.

Section 1(A)(2): Employees may use entire allotment of sick time for attendance upon members of the family within the household of the employee whose illness requires the care of such employee.

11. Article XVII – Health and Dental Coverage

Section 3: Dental: (rewrite) For the purpose of providing employees covered by this Agreement with Dental benefits, individual coverage and family coverage as appropriate, the parties agree as follows.

- a.) The City of Providence shall continue to provide all existing Dental benefit coverage to employees employed by both the City and the Providence School District and who are covered under Collective Bargaining Agreements with the Union as the exclusive representative through December 31, 2015. Effective January 1, 2016, the obligation to provide Dental benefit coverage shall be assumed by the Rhode Island Public Employees' Health Services Fund. The obligation of the City shall be to contribute to the Rhode Island Public Employees' Benefit Funds such additional amount of money on the existing monthly contribution schedule that is equal to the total of the City and School District's December 2015 Delta Dental of RI premium for its City 1033 and PPSD 1033 Groups minus \$4444.44, on a per capita bases, commutated on the number of employee subscribers.¹ This additional contribution allocated to provide Dental benefits shall remain fixed and shall not increase through June 30, 2019.

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

Furthermore, the Union agrees that for the purpose of establish a premium/working rate for all of the City/PPSD groups, the utilization experience of the group(s) administered by the RI Public Employees Health Services Fund may be applied through June 30, 2018.

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

Section 4(b): Effective January 1, 2016, this section shall be eliminated.

Section 8: (new) 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.

12. Article XVIII – Union Benefit Trust Funds

Section 1: The Employer's contribution to the Union Benefit Trust Funds shall increase by nine cents (\$.09) effective July 1, 2017.

Section 6: The parties shall continue to participate in the preferred schedule as codified in the Funding Rehabilitation Plan of the LIUNA National (Industrial) Pension Fund and the employer's contributions to the Fund shall increase according to said Preferred Schedule.

13. Article XX – Salaries

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

paragraphs:

- a. There shall be no increase in wages for the period of July 1, 2015 to June 30, 2016.
- b. Effective July 1, 2016 an amount equal to an across-the-board wage increase for all bargaining unit employees of two percent (2.0%), over the June 30, 2016 rate.
- c. Effective July 1, 2017 an amount equal to an across-the-board wage increase for all bargaining unit employees of two and three quarters percent (2.75%), over the June 30, 2017 rate.

14. Article XXI – Longevity and Bonus Pay

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

Years of Service	Annual Percentage Amount
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 4: Eliminate.

15. Article XXVII – Changes and Amendments

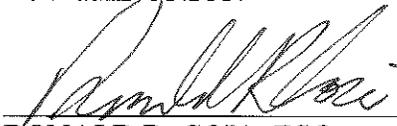
Section 2: (new) The parties hereto agree to meet and confer for the purpose of identifying all previously negotiated Memoranda of Agreement/Understanding so as to identify which operative agreements shall be incorporated in the collective bargaining agreement. The parties hereby commit and agree to complete said review no later than thirty (30) days of the ratification of this agreement.

16. Article XXVIII – Duration of Agreement

The terms and conditions of this Agreement shall be effective for the period of July 1, 2015 to June 30, 2018 and from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 2018, 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.

17. This Agreement is subject to ratification by the Providence City Council and the Union.

FOR THE UNION

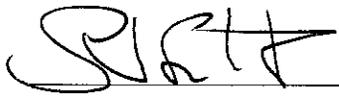


RONALD R. COIA, ESQ.
Business Manager
Local Union 1033



VICKI A. VIRGILIO
President
Local Union 1033

WITNESS



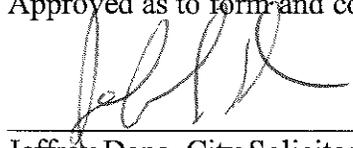
FOR THE EMPLOYER



JORGE O. FLORZA
Mayor of Providence

WITNESS


Approved as to form and correctness:



Jeffrey Dana, City Solicitor



Finance Department
"Building Pride In Providence"

October 15, 2015

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

Dear Chairman Igliazzi:

For your consideration, please find the accompanying fiscal note pertaining to the proposed amendments to the L.I.U.N.A Local 1033 contract. The contract will be for the period July 1, 2015 through June 30, 2018. A tentative agreement was entered into on October 8, 2015 and has received the unanimous ratification of the 1033 membership on October 13, 2015.

The City expects to realize an approximate expenditure neutral contract, with the savings generated in health care-coordination of benefits, auto allowance and changes in long-term substitutes for Teachers Assistants and non-Teacher Assistants, as well as individual health care for new bus monitors versus family coverage.

These savings will near equal the wage increases of 2 percent in FY 17 (\$1,256,000) and 2.75 percent in FY 18 (\$1,256,000).

Please note that the amended contract modifies the terms of the existing contract which ended June 30, 2015.

This fiscal note is consistent with prior fiscal notes and reflects the fiscal impact on all city operations including the Water Supply Board and Providence/Cranston Workforce Solutions. The substantive changes in the contract can be categorized within the following four areas, changes to health benefits, wages, other fringe benefits and consolidation and/or efficiencies of City departmental operations.

Health Benefits

- The union has agreed to the coordination of benefits, which is expected to save \$1,750,000 over the 3 year agreement for non-bus monitors and an additional \$360,000 from bus monitors for a grand total saving of \$2,110,000 in coordination of benefits over the term of the contract.



Finance Department
"Building Pride In Providence"

- Plan design and co-shares remain the same for health care.
- The Union will take over the administration of Delta Dental at a savings to the City of \$160,000 over the term of the contract.

Wages and Other Benefits

- The City has agreed to a 2 percent salary increase effective July 1, 2016 which will cost \$1,256,000 and a subsequent increase of 2.75 percent in the final year of the contract, effective July 1, 2017, which will cost \$3,017,540 for a total increase in wages equaling \$4,273,540.
- The City has agreed to continue the current longevity schedule for current employees, while the Union has agreed to a new reduced longevity schedule for new employees of a 1 percent reduction to the current schedule.
- The Union has agreed that all new hires will receive a wage 15% below the applicable rate for FY 2015, 2016 and 2017. It is expected that this will save the City \$ 117,500 in FY 2016, \$337,000 in FY 2017 and \$435,000 in FY 2018 or a grand total of \$889, 500 over the 3 year contract.
- The premium for alternative work week will increase from \$1.00 per hour to \$1.20 per hour and will have an impact of \$64,000 over the term of the contract.
- The Union agrees to changes in the wage structure of long-term subs for Teacher Assistants at a saving to the City of \$519,000 over the term of the contract and changes in wage structure for non-Teacher Assistants of \$675,000 over the term of the contract, for a grand total savings on the School-side of 1033 of \$1,194,000.

Consolidations and Efficiencies:

- Consolidation and merger of the City's mechanical and maintenance garages for better efficiencies.



Finance Department
"Building Pride In Providence"

The savings is to be determined.

- The City and the Union agree to create a pool of laborers to be deployed interchangeably, if qualified.
- The City and the Union agreed to create a new class of special clerks to "float" among various similar departments. This is expected to result in greater efficiencies among similar department who regularly require additional specialized clerical assistance.

Other fringe benefits:

- The Union has agreed that the monthly Auto allowance stipend will be eliminated for employees who do not use their vehicle 3 or more times per week. The City will pay a mileage rate consistent with Federal Travel Regulations in those instances where employee does not qualify for a monthly allowance. This is expected to save the City \$100,000 over the term of the contract.
- The City agrees to increase the clothing allowance from \$450 per month to \$500 per month. This is expected to cost the City \$5,400 over the term of the contract.
- The Union has agreed that sick days for existing employees will be reduced from 15 days earned per year down to 12 days per year, in declining phases of reduction over the 3 year agreement (15, 14, 13, 12). The Union has agreed that sick days for all new employees will be earned at 10 days per year.
- Employees on disciplinary or sick leave will no longer accrue sick or vacation time.
- The City agrees to increase its contribution to the Union pension plan. This is expected to cost \$105,000 additional in the third year of contract.

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

Lawrence J. Mancini
Finance Director



Jorge O. Elorza
Mayor

Finance Department
"Building Pride In Providence"

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

Respectfully yours,

A handwritten signature in black ink that reads "Brett P. Smiley".

Brett P. Smiley
Chief Operating Officer

CC:

Mayor Jorge O. Elorza
President Luis A. Aponte
Majority Leader Kevin E. Jackson
Members of the City Council
Tony Simon, Chief of Staff
Lawrence J. Mancini, Finance Director
James J. Lombardi, City Treasurer/Special Advisor to City Council
Matthew M. Clarkin, Internal Auditor



Department of Administration
"Building Pride In Providence"

October 28, 2015

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

Dear Chairman Igliazzi:

For your consideration, please find the accompanying fiscal note pertaining to the proposed amendments to the L.I.U.N.A Local 1033 contract. The contract will be for the period July 1, 2015 through June 30, 2018. A tentative agreement was entered into on October 8, 2015 and has received the unanimous ratification of the 1033 membership on October 13, 2015.

The City expects to realize an approximate expenditure neutral contract, with the savings generated in health care-coordination of benefits, auto allowance and changes in long-term substitutes for Teachers Assistants and non-Teacher Assistants, as well as, individual health care for new bus monitors versus family coverage.

These savings will near equal the wage increases of 2 percent in FY 17 (\$1,260,827) and 2.75 percent in FY 18 (\$3,015,816).

Please note that the amended contract modifies the terms of the existing contract which ended June 30, 2015.

This fiscal note is consistent with prior fiscal notes and reflects the fiscal impact on all city operations including the Water Supply Board and Providence/Cranston Workforce Solutions. The substantive changes in the contract can be categorized within the following four areas, changes to health benefits, wages, other fringe benefits and consolidation and/or efficiencies of City departmental operations.

Health Benefits:

- The Union has agreed to the coordination of benefits, which is expected to save \$1,857,500, over the 3 year contract.
- Additionally, the Union has agreed to a change to individual healthcare coverage for new-hire bus monitors, which will yield a savings of \$360,000 over the 3 year contract.



Department of Administration
"Building Pride In Providence"

- Plan design and co-shares remain the same for health care.
- The Union will take over the administration of Delta Dental, at a savings to the City of \$160,000, over the term of the contract.

Wages and Other Benefits:

- The City has agreed to a 2 percent salary increase effective July 1, 2016 which will cost \$1,260,827 and a subsequent increase of 2.75 percent in the final year of the contract, effective July 1, 2017, which will cost \$3,015,816 for a total increase in wages equaling \$4,276,643.
- The City has agreed to continue the current longevity schedule for current employees, while the Union has agreed to a new reduced longevity schedule for new employees of a 1 percent reduction to the current schedule.
- The Union has agreed that all new hires will receive a wage 15% below the applicable rate for FY 2015, 2016 and 2017. It is expected that this will save the City \$ 117,500 in FY 2016, \$337,000 in FY 2017 and \$435,000 in FY 2018 or a grand total of \$889, 500 over the 3 year contract.
- The premium for alternative work week will increase from \$1.00 per hour to \$1.20 per hour and will have an impact of \$64,000 over the term of the contract.
- The Union agrees to changes in the wage structure of long-term subs for Teacher Assistants and Non-Teacher Assistants at a savings to the City of \$519,000 and \$675,000, respectively, over the term of the contract, for a grand total savings on the School-side of 1033 of \$1,194,000.

Consolidations and Efficiencies:

- Consolidation and merger of the City's mechanical and maintenance garages for better efficiencies. The savings are to be determined.



Department of Administration
"Building Pride In Providence"

- The City and the Union agree to create a pool of laborers to be deployed interchangeably, if qualified.
- The City and the Union agreed to create a new class of special clerks to "float" among various similar departments. This is expected to result in greater efficiencies among similar department who regularly require additional specialized clerical assistance.
- Various position changes, as agreed to by the City and the Union, resulting in de minimis salary changes totaling approximately \$87,500 over the 3 year term.

Other Fringe Benefits:

- The Union has agreed that the monthly Auto allowance stipend will be eliminated for employees who do not use their vehicle 3 or more times per week. The City will pay a mileage rate consistent with Federal Travel Regulations in those instances where, an employee does not qualify for a monthly allowance. This is expected to save the City \$100,000 over the term of the contract.
- The City agrees to increase the clothing allowance from \$450 per year to \$500 per year. This is expected to cost the City \$5,400 over the term of the contract.
- The Union has agreed that sick days for existing employees will be reduced from 15 days earned per year down to 12 days per year, in declining phases of reduction over the 3 year agreement (15, 14, 13, 12). The Union has agreed that sick days for all new employees will be earned at 10 days per year.
- Employees on disciplinary leave will no longer accrue sick or vacation time.
- Changes to Communications Department schedules will not yield contract savings but will result in increased management flexibility.
- The City agrees to increase its contribution to the Union pension plan. This is expected to cost \$105,000 additional in the third year of the contract.

Brett P. Smiley
Chief Operating Officer



Jorge O. Elorza
Mayor

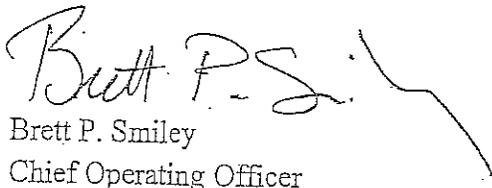
Department of Administration
"Building Pride In Providence"

Please see a summary of the costs and savings associated with this contract attached (Appendix A) and as contained in this fiscal note.

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

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

Respectfully yours.


Brett P. Smiley
Chief Operating Officer

CC:

Mayor Jorge O. Elorza
President Luis A. Aponte
Majority Leader Kevin E. Jackson
Members of the City Council
Tony Simon, Chief of Staff
Lawrence J. Mancini, Finance Director
James J. Lombardi, City Treasurer/Special Advisor to City Council
Matthew M. Clarkin, Internal Auditor

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

Master Summary Schedule

Savings / (Costs) Appendix A

Health Benefits

Description	FY16	FY17	FY18	Total
Coordination of Benefits	\$371,500	\$743,000	\$743,000	\$1,857,500
Individual Coverage for New Bus Monitors	\$60,000	\$120,000	\$180,000	\$360,000
Delta Dental administration now handled by the Union	\$53,364	\$53,328	\$53,328	\$160,020
Health Benefits - Total	\$484,864	\$916,328	\$976,328	\$2,377,520

Wages and Other Benefits

Description	FY16	FY17	FY18	Total
2.00% Salary increase in July 1, 2016	\$0	(\$1,260,827)	\$0	(\$1,260,827)
2.75% Salary increase in July 1, 2017	\$0	\$0	(\$3,015,816)	(\$3,015,816)
New hires will receive 15% below the applicable rate for FY 2015, 2016, 2017	\$117,500	\$337,000	\$435,000	\$889,500
The Premium for Alternate work week change from \$1.00 to \$1.20 per hour	(\$12,800)	(\$25,600)	(\$25,600)	(\$64,000)
Long-term Substitute Changes for Teacher Assistants	\$173,000	\$173,000	\$173,000	\$519,000
Long-term Substitute Changes for PSSSO	\$225,000	\$225,000	\$225,000	\$675,000
Wages and Other Benefits - Total	\$502,700	(\$551,427)	(\$2,208,416)	(\$2,257,143)

Consolidations and Efficiencies

Description	FY16	FY17	FY18	Total
Position Changes	(\$17,500)	(\$35,000)	(\$35,000)	(\$87,500)
Consolidations and Efficiencies - Total	(\$17,500)	(\$35,000)	(\$35,000)	(\$87,500)

Other Fringe Benefits

Description	FY16	FY17	FY18	Total
Auto Allowance stipend elimination for vehicle use less than 3 times a week	\$20,000	\$40,000	\$40,000	\$100,000
Clothing Allowance increase from \$450 to \$500 per month	(\$1,800)	(\$1,800)	(\$1,800)	(\$5,400)
Increase in Union pension contribution	\$0	\$0	(\$105,000)	(\$105,000)
Other Fringe Benefits - Other	\$18,200	\$38,200	(\$66,800)	(\$10,400)

Grand Total	\$988,264	\$368,101	(\$1,333,888)	\$22,477
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L.I.U.N.A. LOCAL 1033 FISCAL NOTE

Municipal-General Fund Only

Savings / (Costs) Appendix A-1

Health Benefits

Description	FY16	FY17	FY18	Total
Coordination of Benefits	\$247,000	\$494,000	\$494,000	\$1,235,000
Delta Dental administration now handled by the Union	\$35,186	\$35,150	\$35,149	\$105,485
Health Benefits - Total	\$282,186	\$529,150	\$529,149	\$1,340,485

Wages and Other Benefits

Description	FY16	FY17	FY18	Total
2.00% Salary increase in July 1, 2016	\$0	(\$776,113)	\$0	(\$776,113)
2.75% Salary increase in July 1, 2017	\$0	\$0	(\$1,864,621)	(\$1,864,621)
New hires will receive 15% below the applicable rate for FY 2015, 2016, 2017	\$72,508	\$207,443	\$268,952	\$548,904
The Premium for Alternate work week change from \$1.00 to \$1.20 per hour	(\$12,800)	(\$25,600)	(\$25,600)	(\$64,000)
Wages and Other Benefits - Total	\$59,708	(\$594,270)	(\$1,621,269)	(\$2,155,830)

Consolidations and Efficiencies

Description	FY16	FY17	FY18	Total
Position Changes	(\$17,500)	(\$35,000)	(\$35,000)	(\$87,500)
Consolidations and Efficiencies - Total	(\$17,500)	(\$35,000)	(\$35,000)	(\$87,500)

Other Fringe Benefits

Description	FY16	FY17	FY18	Total
Auto Allowance stipend elimination for vehicle use less than 3 times a week	\$15,000	\$30,000	\$30,000	\$75,000
Clothing Allowance increase from \$450 to \$500 per month	(\$1,800)	(\$1,800)	(\$1,800)	(\$5,400)
Increase in Union pension contribution	\$0	\$0	(\$64,917)	(\$64,917)
Other Fringe Benefits - Other	\$13,200	\$28,200	(\$56,717)	\$4,683

Grand Total	\$337,594	(\$71,920)	(\$1,163,837)	(\$898,162)
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L.I.U.N.A. LOCAL 1033 FISCAL NOTE

Business Educational Specialty Technical Staff (B.E.S.T.) - PPSD

Savings / (Costs) Appendix A-2

Health Benefits

Description	FY16	FY17	FY18	Total
Coordination of Benefits	\$22,000	\$44,000	\$44,000	\$110,000
Delta Dental administration now handled by the Union	\$3,366	\$3,366	\$3,365	\$10,097
Health Benefits - Total	\$25,366	\$47,366	\$47,365	\$120,097

Wages and Other Benefits

Description	FY16	FY17	FY18	Total
2.00% Salary increase in July 1, 2016	\$0	(\$166,555)	\$0	(\$166,555)
2.75% Salary increase in July 1, 2017	\$0	\$0	(\$395,568)	(\$395,568)
New hires will receive 15% below the applicable rate for FY 2015, 2016, 2017	\$44,992	\$129,557	\$166,048	\$340,596
Wages and Other Benefits - Total	\$44,992	(\$36,998)	(\$229,520)	(\$221,527)

Other Fringe Benefits

Description	FY16	FY17	FY18	Total
Increase in Union pension contribution	\$0	\$0	(\$13,773)	(\$13,773)
Other Fringe Benefits - Other	\$0	\$0	(\$13,773)	(\$13,773)

Grand Total	\$70,358	\$10,368	(\$195,928)	(\$115,203)
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L.I.U.N.A. LOCAL 1033 FISCAL NOTE

Teacher Assistants Unit - PPSD

Savings / (Costs) Appendix A-3

Health Benefits

Description	FY16	FY17	FY18	Total
Coordination of Benefits	\$72,500	\$145,000	\$145,000	\$362,500
Delta Dental administration now handled by the Union	\$3,867	\$3,867	\$3,867	\$11,601
Health Benefits - Total	\$76,367	\$148,867	\$148,867	\$374,101

Wages and Other Benefits

Description	FY16	FY17	FY18	Total
2.00% Salary increase in July 1, 2016	\$0	(\$259,630)	\$0	(\$259,630)
2.75% Salary increase in July 1, 2017	\$0	\$0	(\$616,621)	(\$616,621)
Long term Substitute Changes	\$173,000	\$173,000	\$173,000	\$519,000
Wages and Other Benefits - Total	\$173,000	(\$86,630)	(\$443,621)	(\$357,251)

Other Fringe Benefits

Description	FY16	FY17	FY18	Total
Auto Allowance stipend elimination for vehicle use less than 3 times a week	\$5,000	\$10,000	\$10,000	\$25,000
Increase in Union pension contribution	\$0	\$0	(\$21,470)	(\$21,470)
Other Fringe Benefits - Other	\$5,000	\$10,000	(\$11,470)	\$3,530

Grand Total	\$254,367	\$72,237	(\$306,224)	\$20,380
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L.I.U.N.A. LOCAL 1033 FISCAL NOTE

Public School Safety Services Officers (P.S.S.S.O.) - PPSD

Savings / (Costs) Appendix A-4

Health Benefits

Description	FY16	FY17	FY18	Total
Coordination of Benefits	\$30,000	\$60,000	\$60,000	\$150,000
Individual Coverage for New Bus Monitors	\$60,000	\$120,000	\$180,000	\$360,000
Delta Dental administration now handled by the Union	\$10,945	\$10,945	\$10,946	\$32,836
Health Benefits - Total	\$100,945	\$190,945	\$250,946	\$542,836

Wages and Other Benefits

Description	FY16	FY17	FY18	Total
2.00% Salary increase in July 1, 2016	\$0	(\$58,529)	\$0	(\$58,529)
2.75% Salary increase in July 1, 2017	\$0	\$0	(\$139,006)	(\$139,006)
Long-term Substitute Changes	\$225,000	\$225,000	\$225,000	\$675,000
Wages and Other Benefits - Total	\$225,000	\$166,471	\$85,994	\$477,465

Other Fringe Benefits

Description	FY16	FY17	FY18	Total
Increase in Union pension contribution	\$0	\$0	(\$4,840)	(\$4,840)
Other Fringe Benefits - Other	\$0	\$0	(\$4,840)	(\$4,840)

Grand Total	\$325,945	\$357,416	\$332,100	\$1,015,461
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Brett P. Smiley
Chief Operating Officer



Jorge O. Elorza
Mayor

Department of Administration
"Building Pride In Providence"

October 28, 2015

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

Dear Chairman Igliazzi:

For your consideration, please find the accompanying fiscal note pertaining to the proposed amendments to the L.I.U.N.A Local 1033 contract. The contract will be for the period July 1, 2015 through June 30, 2018. A tentative agreement was entered into on October 8, 2015 and has received the unanimous ratification of the 1033 membership on October 13, 2015.

The City expects to realize an approximate expenditure neutral contract, with the savings generated in health care-coordination of benefits, auto allowance and changes in long-term substitutes for Teachers Assistants and non-Teacher Assistants, as well as, individual health care for new bus monitors versus family coverage.

These savings will near equal the wage increases of 2 percent in FY 17 (\$1,260,827) and 2.75 percent in FY 18 (\$3,015,816).

Please note that the amended contract modifies the terms of the existing contract which ended June 30, 2015.

This fiscal note is consistent with prior fiscal notes and reflects the fiscal impact on all city operations including the Water Supply Board and Providence/Cranston Workforce Solutions. The substantive changes in the contract can be categorized within the following four areas, changes to health benefits, wages, other fringe benefits and consolidation and/or efficiencies of City departmental operations.

Health Benefits:

- The Union has agreed to the coordination of benefits, which is expected to save \$1,857,500, over the 3 year contract.
- Additionally, the Union has agreed to a change to individual healthcare coverage for new-hire bus monitors, which will yield a savings of \$360,000 over the 3 year contract.



Department of Administration
"Building Pride In Providence"

- Plan design and co-shares remain the same for health care.
- The Union will take over the administration of Delta Dental, at a savings to the City of \$160,000, over the term of the contract.

Wages and Other Benefits:

- The City has agreed to a 2 percent salary increase effective July 1, 2016 which will cost \$1,260,827 and a subsequent increase of 2.75 percent in the final year of the contract, effective July 1, 2017, which will cost \$3,015,816 for a total increase in wages equaling \$4,276,643.
- The City has agreed to continue the current longevity schedule for current employees, while the Union has agreed to a new reduced longevity schedule for new employees of a 1 percent reduction to the current schedule.
- The Union has agreed that all new hires will receive a wage 15% below the applicable rate for FY 2015, 2016 and 2017. It is expected that this will save the City \$ 117,500 in FY 2016, \$337,000 in FY 2017 and \$435,000 in FY 2018 or a grand total of \$889, 500 over the 3 year contract.
- The premium for alternative work week will increase from \$1.00 per hour to \$1.20 per hour and will have an impact of \$64,000 over the term of the contract.
- The Union agrees to changes in the wage structure of long-term subs for Teacher Assistants and Non-Teacher Assistants at a savings to the City of \$519,000 and \$675,000, respectively, over the term of the contract, for a grand total savings on the School-side of 1033 of \$1,194,000.

Consolidations and Efficiencies:

- Consolidation and merger of the City's mechanical and maintenance garages for better efficiencies. The savings are to be determined.



Department of Administration
"Building Pride In Providence"

- The City and the Union agree to create a pool of laborers to be deployed interchangeably, if qualified.
- The City and the Union agreed to create a new class of special clerks to "float" among various similar departments. This is expected to result in greater efficiencies among similar department who regularly require additional specialized clerical assistance.
- Various position changes, as agreed to by the City and the Union, resulting in de minimis salary changes totaling approximately \$87,500 over the 3 year term.

Other Fringe Benefits:

- The Union has agreed that the monthly Auto allowance stipend will be eliminated for employees who do not use their vehicle 3 or more times per week. The City will pay a mileage rate consistent with Federal Travel Regulations in those instances where, an employee does not qualify for a monthly allowance. This is expected to save the City \$100,000 over the term of the contract.
- The City agrees to increase the clothing allowance from \$450 per year to \$500 per year. This is expected to cost the City \$5,400 over the term of the contract.
- The Union has agreed that sick days for existing employees will be reduced from 15 days earned per year down to 12 days per year, in declining phases of reduction over the 3 year agreement (15, 14, 13, 12). The Union has agreed that sick days for all new employees will be earned at 10 days per year.
- Employees on disciplinary leave will no longer accrue sick or vacation time.
- Changes to Communications Department schedules will not yield contract savings but will result in increased management flexibility.
- The City agrees to increase its contribution to the Union pension plan. This is expected to cost \$105,000 additional in the third year of the contract.

Brett P. Smiley
Chief Operating Officer



Jorge O. Elorza
Mayor

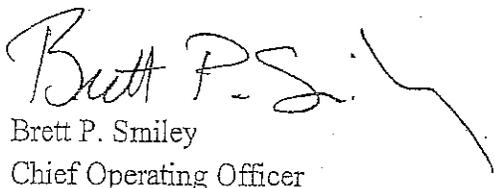
Department of Administration
"Building Pride In Providence"

Please see a summary of the costs and savings associated with this contract attached (Appendix A) and as contained in this fiscal note.

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

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

Respectfully yours.


Brett P. Smiley
Chief Operating Officer

CC:

Mayor Jorge O. Elorza

President Luis A. Aponte

Majority Leader Kevin E. Jackson

Members of the City Council

Tony Simon, Chief of Staff

Lawrence J. Mancini, Finance Director

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

Matthew M. Clarkin, Internal Auditor

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

Master Summary Schedule

Savings / (Costs) Appendix A

Health Benefits

Description	FY16	FY17	FY18	Total
Coordination of Benefits	\$371,500	\$743,000	\$743,000	\$1,857,500
Individual Coverage for New Bus Monitors	\$60,000	\$120,000	\$180,000	\$360,000
Delta Dental administration now handled by the Union	\$53,364	\$53,328	\$53,328	\$160,020
Health Benefits - Total	\$484,864	\$916,328	\$976,328	\$2,377,520

Wages and Other Benefits

Description	FY16	FY17	FY18	Total
2.00% Salary increase in July 1, 2016	\$0	(\$1,260,827)	\$0	(\$1,260,827)
2.75% Salary increase in July 1, 2017	\$0	\$0	(\$3,015,816)	(\$3,015,816)
New hires will receive 15% below the applicable rate for FY 2015, 2016, 2017	\$117,500	\$337,000	\$435,000	\$889,500
The Premium for Alternate work week change from \$1.00 to \$1.20 per hour	(\$12,800)	(\$25,600)	(\$25,600)	(\$64,000)
Long-term Substitute Changes for Teacher Assistants	\$173,000	\$173,000	\$173,000	\$519,000
Long-term Substitute Changes for PSSSO	\$225,000	\$225,000	\$225,000	\$675,000
Wages and Other Benefits - Total	\$502,700	(\$551,427)	(\$2,208,416)	(\$2,257,143)

Consolidations and Efficiencies

Description	FY16	FY17	FY18	Total
Position Changes	(\$17,500)	(\$35,000)	(\$35,000)	(\$87,500)
Consolidations and Efficiencies - Total	(\$17,500)	(\$35,000)	(\$35,000)	(\$87,500)

Other Fringe Benefits

Description	FY16	FY17	FY18	Total
Auto Allowance stipend elimination for vehicle use less than 3 times a week	\$20,000	\$40,000	\$40,000	\$100,000
Clothing Allowance increase from \$450 to \$500 per month	(\$1,800)	(\$1,800)	(\$1,800)	(\$5,400)
Increase in Union pension contribution	\$0	\$0	(\$105,000)	(\$105,000)
Other Fringe Benefits - Other	\$18,200	\$38,200	(\$66,800)	(\$10,400)

Grand Total	\$988,264	\$368,101	(\$1,333,888)	\$22,477
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L.I.U.N.A. LOCAL 1033 FISCAL NOTE

Municipal-General Fund Only

Savings / (Costs) Appendix A-1

Health Benefits

Description	FY16	FY17	FY18	Total
Coordination of Benefits	\$247,000	\$494,000	\$494,000	\$1,235,000
Delta Dental administration now handled by the Union	\$35,186	\$35,150	\$35,149	\$105,485
Health Benefits - Total	\$282,186	\$529,150	\$529,149	\$1,340,485

Wages and Other Benefits

Description	FY16	FY17	FY18	Total
2.00% Salary increase in July 1, 2016	\$0	(\$776,113)	\$0	(\$776,113)
2.75% Salary increase in July 1, 2017	\$0	\$0	(\$1,864,621)	(\$1,864,621)
New hires will receive 15% below the applicable rate for FY 2015, 2016, 2017	\$72,508	\$207,443	\$268,952	\$548,904
The Premium for Alternate work week change from \$1.00 to \$1.20 per hour	(\$12,800)	(\$25,600)	(\$25,600)	(\$64,000)
Wages and Other Benefits - Total	\$59,708	(\$594,270)	(\$1,621,269)	(\$2,155,830)

Consolidations and Efficiencies

Description	FY16	FY17	FY18	Total
Position Changes	(\$17,500)	(\$35,000)	(\$35,000)	(\$87,500)
Consolidations and Efficiencies - Total	(\$17,500)	(\$35,000)	(\$35,000)	(\$87,500)

Other Fringe Benefits

Description	FY16	FY17	FY18	Total
Auto Allowance stipend elimination for vehicle use less than 3 times a week	\$15,000	\$30,000	\$30,000	\$75,000
Clothing Allowance increase from \$450 to \$500 per month	(\$1,800)	(\$1,800)	(\$1,800)	(\$5,400)
Increase in Union pension contribution	\$0	\$0	(\$64,917)	(\$64,917)
Other Fringe Benefits - Other	\$13,200	\$28,200	(\$36,717)	\$4,683

Grand Total	\$337,594	(\$71,920)	(\$1,163,837)	(\$898,162)
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L.I.U.N.A. LOCAL 1033 FISCAL NOTE

Business Educational Specialty Technical Staff (B.E.S.T.) - PPSD

Savings / (Costs) Appendix A-2

Health Benefits

Description	FY16	FY17	FY18	Total
Coordination of Benefits	\$22,000	\$44,000	\$44,000	\$110,000
Delta Dental administration now handled by the Union	\$3,366	\$3,366	\$3,365	\$10,097
Health Benefits - Total	\$25,366	\$47,366	\$47,365	\$120,097

Wages and Other Benefits

Description	FY16	FY17	FY18	Total
2.00% Salary increase in July 1, 2016	\$0	(\$166,555)	\$0	(\$166,555)
2.75% Salary increase in July 1, 2017	\$0	\$0	(\$395,568)	(\$395,568)
New hires will receive 15% below the applicable rate for FY 2015, 2016, 2017	\$44,992	\$129,557	\$166,048	\$340,596
Wages and Other Benefits - Total	\$44,992	(\$36,998)	(\$229,520)	(\$221,527)

Other Fringe Benefits

Description	FY16	FY17	FY18	Total
Increase in Union pension contribution	\$0	\$0	(\$13,773)	(\$13,773)
Other Fringe Benefits - Other	\$0	\$0	(\$13,773)	(\$13,773)

Grand Total	\$70,358	\$10,368	(\$195,928)	(\$115,203)
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L.I.U.N.A. LOCAL 1033 FISCAL NOTE

Teacher Assistants Unit - PPSD

Savings / (Costs) Appendix A-3

Health Benefits				
Description	FY16	FY17	FY18	Total
Coordination of Benefits	\$72,500	\$145,000	\$145,000	\$362,500
Delta Dental administration now handled by the Union	\$3,867	\$3,867	\$3,867	\$11,601
Health Benefits - Total	\$76,367	\$148,867	\$148,867	\$374,101

Wages and Other Benefits				
Description	FY16	FY17	FY18	Total
2.00% Salary increase in July 1, 2016	\$0	(\$259,630)	\$0	(\$259,630)
2.75% Salary increase in July 1, 2017	\$0	\$0	(\$616,621)	(\$616,621)
Long term Substitute Changes	\$173,000	\$173,000	\$173,000	\$519,000
Wages and Other Benefits - Total	\$173,000	(\$86,630)	(\$443,621)	(\$357,251)

Other Fringe Benefits				
Description	FY16	FY17	FY18	Total
Auto Allowance stipend elimination for vehicle use less than 3 times a week	\$5,000	\$10,000	\$10,000	\$25,000
Increase in Union pension contribution	\$0	\$0	(\$21,470)	(\$21,470)
Other Fringe Benefits - Other	\$5,000	\$10,000	(\$11,470)	\$3,530

Grand Total	\$254,367	\$72,237	(\$306,224)	\$20,380
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L.I.U.N.A. LOCAL 1033 FISCAL NOTE

Public School Safety Services Officers (P.S.S.S.O.) - PPSD

Savings / (Costs) Appendix A-4

Health Benefits				
Description	FY16	FY17	FY18	Total
Coordination of Benefits	\$30,000	\$60,000	\$60,000	\$150,000
Individual Coverage for New Bus Monitors	\$60,000	\$120,000	\$180,000	\$360,000
Delta Dental administration now handled by the Union	\$10,945	\$10,945	\$10,946	\$32,836
Health Benefits - Total	\$100,945	\$190,945	\$250,946	\$542,836

Wages and Other Benefits				
Description	FY16	FY17	FY18	Total
2.00% Salary increase in July 1, 2016	\$0	(\$58,529)	\$0	(\$58,529)
2.75% Salary increase in July 1, 2017	\$0	\$0	(\$139,006)	(\$139,006)
Long-term Substitute Changes	\$225,000	\$225,000	\$225,000	\$675,000
Wages and Other Benefits - Total	\$225,000	\$166,471	\$85,994	\$477,465

Other Fringe Benefits				
Description	FY16	FY17	FY18	Total
Increase in Union pension contribution	\$0	\$0	(\$4,840)	(\$4,840)
Other Fringe Benefits - Other	\$0	\$0	(\$4,840)	(\$4,840)

Grand Total	\$325,945	\$357,416	\$332,100	\$1,015,461
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