

Tentative Agreement Amendment

The parties hereby agree to Amend to the East Providence Professional, Managerial and Technical Employees Association (the "Union") tentative agreement as follows:

Amend Article 5 and 6 to replace the wage re-opener with the following and delete reference to the wage reopener in regards to longevity pay:

Effective November 1, 2014 there will be a general wage increase equal to the Social Security Cost of Living Adjustment effective for January 1, 2014, capped at 2%.

Effective November 1, 2015 there will be a general wage increase equal to the Social Security Cost of living Adjustment effective for January 1, 2015, capped at 2%.

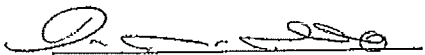
Effective November 1, 2016 there will be a general wage increase equal to the Social Security Cost of Living Adjustment effective for January 1, 2016, capped at 2%.

For the purposes of clarity and so that the same index is followed, the Social Security Cost of Living Adjustment for the past 38 years is attached as Exhibit 1.

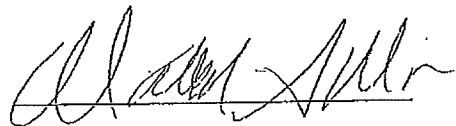
Amend to provide that union members will receive 3 personnel days and the sick time cap of 150 days shall be removed.

Deferred compensation benefits are suspended for the duration of this contract.

For the Union



For the City of East Providence



2/6/13

**TENTATIVE AGREEMENT BETWEEN EAST PROVIDENCE PROFESSIONAL,
MANAGERIAL, AND TECHNICAL EMPLOYEES ASSOCIATION AND CITY OF
EAST PROVIDENCE**

East Providence Professional, Managerial, and Technical Employees Association (the "Association") and the City of East Providence (the "City") agree to the following changes to their Agreement dated November 1, 2009 subject to ratification by February 14, 2013 by the Association as follows:

Article V

Strike Article 5.01 and replace with: "Wages for employees covered by this agreement will be listed in the attached Appendix A. They will change as follows:

Effective November 1, 2013 there will be a two (2%) percent increase in salaries for all members of the bargaining unit.

Effective November 1, 2014 there will be a general wage increase equal to the Social Security Cost of Living Adjustment effective for January 1, 2014, capped at two (2%) percent.

Effective November 1, 2015 there will be a general wage increase equal to the Social Security Cost of Living Adjustment effective for January 1, 2015, capped at two (2%) percent.

Effective November 1, 2016 there will be a general wage increase equal to the Social Security Cost of Living Adjustment effective for January 1, 2016, capped at two (2%) percent.

For purposes of clarity and so that the same index is followed, the Social Security Cost of Living Adjustment for the past 38 years is attached as Exhibit 1.

Add new Article 5.03 – Direct Deposit

"All wage payments shall be paid to employees by direct deposit.

Article VI – Longevity Pay

Article VI – Longevity pay will be frozen for each member at current rates.

Article VII – Vacation

7.02 – Vacation Carryover

Amend as follows: "Employees may accrue up to forty-eight (48) hours of vacation per year, up to a maximum of two hundred hours (200) to be used in subsequent years with the prior approval of the City Manager provided the member's requests shall be in writing. Unused carried over vacation time will not be paid out on retirement or departure. Employees cannot transfer unused vacation time to his/her sick leave balance."

7.03 – Merit Leave

Remove.

Article VIII – Holidays

8.01 – Holidays

Add as last paragraph: “No employee will be entitled to holiday pay unless he/she works the day before and the day after the holiday, unless excused for justifiable reasons.”

Article IX – Personal Days

Amend third paragraph as follows: “All permanent classified members of the bargaining unit shall be granted three (3) personal leave days per City fiscal year. If a member resigns, retires, or is terminated in the first six months of a fiscal year, that member shall be entitled to only one (1) personal leave day in that fiscal year. If the member has already taken two (2) or three (3) personal leave days, the value of the second and third day will be deducted from the member’s final paycheck. Personal days are not granted to and cannot be taken by members on probationary status. If a member completes the six-month probationary period before May 1, that member would receive two (2) personal leave days for that fiscal year. If a member completes the six-month probationary period after May 1, that member would receive one (1) personal leave day for that fiscal year. If a member is on probation on October 31, the last day of the fiscal year, then that member would receive no personal leave in that fiscal year.”

Delete fifth paragraph of Article IX.

Article X – Sick Leave

10.1 (A)

Amend as follows: Employees shall receive 15 days per year.

Delete second and third sentence.

4 Personal Sick Days

10.1 (B)

Amend as follows: “Upon retirement only, a member of the bargaining unit shall receive payment for fifty (50%) percent of their accrued sick leave, but such payment shall not exceed a total of Five Thousand (\$5,000.00) Dollars.

10.1 (C)

Delete "sick leave and" from first sentence.

10.1(D)

Delete second sentence.

Article XII

Strike original Article 12.1 and replace with the following:

The City agrees to provide each regular employee covered by this Agreement with medical coverage on an individual or family basis as desired by the employee provided that the employee certifies that he or she cannot receive comparable insurance through the employee's spouse. Employees will be required to certify annually that the employee is not eligible to receive comparable insurance through the employee's spouse – defined as insurance with a premium co-payment that is no more than ten percent (10%) greater than the employee premium copayment associated with the plan offered by the City.

The City will provide the medical benefits summarized in Appendix B to this Tentative Agreement.

Employee cost-sharing shall be based on the following schedule (income amounts will be based on the employee's prior year state W-2 gross wages; for employees employed by the City for less than one year, income amounts will be based on base wages):

Income	Contribution
Less than \$30,000	10%
\$30,000 to less than \$46,000	15%
\$46,000 to less than \$95,000	20%
\$95,000 and above	25%

Effective June 30, 2013, the City may provide medical benefits through a high-deductible plan. If the City elects to do so, it will pay the difference in between the deductible described in Appendix B and the high-deductible plan through a Health Reimbursement Account.

Effective November 1, 2012, health insurance will be paid by the City for all retiring members of the bargaining unit and their spouse for one year after retirement under the same terms as active employees. Retired members of the bargaining unit, other than those with twenty-five (25) years of service as of the date of this agreement, will be required to certify annually that he or she is not eligible to receive comparable insurance – defined as insurance with a premium co-payment that is no more than ten percent (10%) greater than the premium copayment associated with the plan offered to the retired member by the City. In the event that the retired member is eligible for or obtains or is covered by comparable health insurance, the coverage provided by the City

will be terminated. In the event of the death of a retired member of the bargaining unit who is receiving health insurance coverage for his or her spouse, said coverage shall continue up to a maximum of one year from the date of retirement. Employees with twenty-five (25) years of service as of the date of this agreement, shall receive family coverage health insurance until they are eligible for Medicare. In the event of death of a member or retired member who is receiving health insurance coverage, said coverage shall continue up to the maximum of three (3) years from either the date of the retirement or death of the active member.

Article XV

Article 15.01 – Maintaining Vital City Operations

Delete Paragraphs (B) and (C).

Amend Paragraph (D) as follows: “During a work stoppage, slowdown, or interruption, members who are required to work in excess of forty (40) in one week, or who are required to work on Saturdays, Sundays, or holidays shall be paid time and one half of their regular pay for all such hours worked.”

Article XVI

Article 16.01 – Injured on Duty Leave

Strike the second sentence in paragraph (B).

Amend third sentence of paragraph (B) as follows: “Employees injured on duty shall use their health insurance for all medical costs, but said employees can submit receipt for their co-payments/deductibles for reimbursement.”

Article XXII

22.01 – Fitness Membership

Remove.

Article XXV

25.01 – Deferred Compensation

Deferred compensation benefits are suspended for the duration of this Agreement.

Article XXIX

29.01 – Duration of This Agreement

Amend first sentence as follows: “This Agreement shall be for a term commencing the first day of November, 2012 and shall continue and remain in full force and effect until October 31, 2017

and from year to year thereafter unless either party at least one hundred twenty (120) days prior to the expiration date in 2017 or in any year thereafter gives to the other party written notice of its intention to terminate or amend this Agreement.

**EAST PROVIDENCE PROFESSIONAL,
MANAGERIAL, AND TECHNICAL
EMPLOYEES ASSOCIATION**

BY _____

THE CITY OF EAST PROVIDENCE

BY _____

East Providence City

THE TRUST

Rate Year: July 1, 2012 through June 30, 2013

Benefit Alternative Exhibit

Group Number/Name	All Groups ⁽²⁾ - East Providence City
Benefit Component	Standalone Benefit Option #2
Office Visits	
PCP	\$20
Spec	\$30
Allergy/Derm	\$30
Vision	\$30
Chiro	\$30
Urgi	\$50
In Network Coinsurance	100%/0%
In Network Deductible ⁽¹⁾	\$500/\$1,000
In Network OOP Max	\$1,500/\$3,000
ER Copay	\$150
Rx-Pharmacy	20%/25%/30%
Rx-Mail Order	20%/25%/30%
MHCD copays	\$30 Ind/\$30 Group
Out of Network Coinsurance	80%/20%
Out of Network Deductible	\$1,000/\$2,000
Out of Network OOP Max	\$3,000/\$6,000
Good Health Benefit	Yes
Vision Eyewear Program	N/A
Individual Rate	\$482.05
Family Rate	\$1,182.40

⁽¹⁾ Reflects a Hybrid Deductible - applies to inpatient and outpatient medical/surgical care, high end radiology services, major diagnostics, and nuclear medicine (MRI/CAT/PET), durable medical equipment, physical/occupational/speech therapy. Preventive and diagnostic lab, x-rays, and imaging are not subject to the deductible.

⁽²⁾ Rates assume that all current enrollees convert to the proposed standalone option, except for the current enrollees in HSA plans (#H5578 & #H5694), which would remain in their current HSA product.

SS Social Security

The Official Website of the U.S. Social Security Administration

Cost-Of-Living Adjustments

Automatic Determinations Since 1975, Social Security general benefit increases have been cost-of-living adjustments or COLAs. The 1975-82 COLAs were effective with Social Security benefits payable for June in each of those years; thereafter COLAs have been effective with benefits payable for December.

COLA determination

SSI payment rates increase with COLA Prior to 1975, Social Security benefit increases were set by legislation.

Social Security Cost-Of-Living Adjustments

Year	COLA	Year	COLA	Year	COLA
1975	8.0	1990	5.4	2005	4.1
1976	6.4	1991	3.7	2006	3.3
1977	5.9	1992	3.0	2007	2.3
1978	6.5	1993	2.6	2008	5.8
1979	9.9	1994	2.8	2009	0.0
1980	14.3	1995	2.6	2010	0.0
1981	11.2	1996	2.9	2011	3.6
1982	7.4	1997	2.1	2012	1.7
1983	3.5	1998	1.3		
1984	3.5	1999	2.5		
1985	3.1	2000	3.5		
1986	1.3	2001	2.6		
1987	4.2	2002	1.4		
1988	4.0	2003	2.1		
1989	4.7	2004	2.7		

* The COLA for December 1999 was originally determined as 2.4 percent based on CPIs published by the Bureau of Labor Statistics. Pursuant to Public Law 106-554, however, this COLA is effectively now 2.5 percent.

The first COLA, for June 1975, was based on the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) from the second quarter of 1974 to the first quarter of 1975. The 1976-83 COLAs were based on increases in the CPI-W from the first quarter of the prior year to the corresponding quarter of the current year in which the COLA became effective. After 1983, COLAs have been based on increases in the CPI-W from the third quarter of the prior year to the corresponding quarter of the current year in which the COLA became effective.

SSI COLAs

COLAs for the Supplemental Security Income (SSI) program are generally the same as those for the Social Security program. However, COLAs for SSI have generally been effective for the month following the effective month of Social Security benefit increases. See SSI historical payment standards for more detail.

Last reviewed or modified 10/16/2012