



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
PUBLIC UTILITIES COMMISSION

IN RE: THE NARRAGANSETT BAY :  
 COMMISSION – GENERAL RATE : DOCKET NO. 4026  
 FILING :

COMMISSION SECOND SET OF DATA REQUESTS DIRECTED TO  
 THE NARRAGANSETT BAY COMMISSION  
 MARCH 16, 2009

Com 2-1 How many employees take the healthcare or dental waiver and how much did NBC pay in employee waivers for healthcare and dental for the past three fiscal years specifying union and non-union?

Answer:

Year	Dental Waiver		Health Waiver	
	Union	Non Union	Union	Non Union
2006	4 \$ 406.16	0 \$ -	8 \$ 19,230.76	8 \$ 18,679.73
2007	5 550.00	0 0	8 18,846.15	9 17,115.38
2008	4 351.15	1 50.76	6 12,788.35	9 19,999.90

Prepared by: WEE

Com 2-2      How much did NBC pay in sick leave bonuses for FY2006, FY2007 and FY2008?

Answer:      The sick leave bonuses paid for FY 2006, FY 2007, and FY 2008 were the following:

FY 2008	\$21,015.31
FY 2007	19,180.06
FY 2006	21,887.30

Prepared by: WEE

Com 2-3 Please describe in detail the step increase employees receive, i.e., who receives step increases, how many employees receive step increases, when do employees receive step increases, how much are those step increases, if the step increases are contractual, how many steps are there, how many employees are at the top step, etc.

Answer: Union employees receive step increases in accordance with the union contract (see attached). Step increases and COLAs are effective the first full pay period each fiscal year. There are eleven steps per grade and there are 45 union employees on the top step. A copy of the FY 2010 grades and steps is attached to this response.

Prepared by: WEE

**ARTICLE V**  
**SALARY AND WAGE SCHEDULE**

The salary and wages of the employees shall be in accordance with Schedules B, C, D, and E attached hereto and made a part hereof.

Effective the first full pay period after July 1, 2006, all bargaining unit classifications shall receive a two and three quarter percent (2.75%) increase which is reflected in Schedule B.

Effective the first full pay period after July 1, 2007, all bargaining unit classifications shall receive a three and one-quarter percent (3.25%) increase which is reflected in Schedule C.

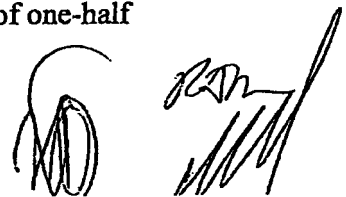
Effective the first full pay period after July 1, 2008, all bargaining unit classifications shall receive a two and three-quarter percent (2.75%) increase which is reflected in Schedule D.

Effective the first full pay period after July 1, 2009, all bargaining unit classifications shall receive a three percent (3.00%) increase which is reflected in Schedule E.

Effective the first full pay period after July 1, 2007, the current wage schedule will be replaced by the Fox Lawson schedule. Each job grade will consist of eleven (11) steps. Transition from the current schedule to the Fox Lawson schedule will be implemented by Option B (cost to next step) for all current NBC employees represented by Local 1033. The original Fox Lawson schedule has been adjusted by three and one-half percent (3.5%).

All employees represented by Local 1033 who are eligible for additional steps in the wage schedule will have July 1<sup>st</sup> as their anniversary date, going forward. Current employees eligible for a next step will receive it in the subsequent first full pay period after July 1 of subsequent year(s).

All employees represented by Local 1033 with twenty-five (25) years of service or greater as of July 1, 2007, whose converted base salary would place them beyond Step 11 of their grade in the Fox Lawson wage scale, shall receive a one time adjustment of one-half



percent (0.5%) of base wages for each year of service in excess of twenty-five (25) years up to a maximum of two and one-half percent (2.5%) of base wages.

5.1 Any operator appropriately trained and assigned to perform duties in the Solids Handling Area shall receive a premium pay of seventy-five cents (\$.75) per hour, for all said hours. Upon successful completion of solids handling training, NBC will pay a filter operator an additional seventy-five cents (\$.75) per hour as long as the facility is dewatering. Field's Point Operations and Maintenance personnel and IMC personnel assigned to work in the Solids Handling Area during scheduled mechanical shutdowns of the incinerator will be paid an additional seventy-five cents (\$.75) per hour.

5.2 A newly hired or promoted employee shall receive a one-step increase at the satisfactory completion of the probationary period, which shall be one hundred thirty (130) days worked and shall receive an additional one-step increase each year thereafter in his classification until he has reached the maximum of his grade.

Effective the first full pay period after July 1, 2007, no one-step increase will be granted at the satisfactory completion of the probationary period. Employees hired or promoted between July and December will be eligible for a step increase the subsequent July. Employees hired between January and June will be eligible for the cost of living adjustment only in July.

5.3 Each employee shall be granted longevity increases according to the following formula:

<u>Years of Service Completed</u>	<u>Percentage Increase on Base Rate</u>
5	5%
11	10%
15	15%
20	17.5%
25	20%

Effective the first full pay period after July 1, 2007, longevity will be eliminated.



All current employees represented by Local 1033 will receive a pro-ration of time earned toward the next step of longevity included into their base wage at that time.

5.4 Those employees who were employed by the City of Providence ("City") in the Public Works Sewerage Disposal and Pumping Station and in the Sewer Construction and Repair Section on April 30, 1982, who subsequently became employees of the NBC, shall be granted longevity increases on each employee's base rate of pay according to the formula described in Paragraph 5.3, based on the number of years of service within the City, as well as the number of years of service for the NBC.

Additionally, each employee who was employed by the City in the Public Works Sewerage Disposal and Pumping Station on April 30, 1982, who subsequently became an employee of NBC, shall receive an additional amount based upon the following calculation:

The difference between his current City annualized base wage, plus City longevity, minus the comparable NBC annualized current base wage, plus his allowed NBC longevity. (The NBC longevity sunsets and ends effective the first full pay period of July 2007.)

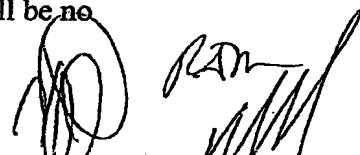
This additional amount is calculated based on the hourly rate and paid based on the hours worked each pay period. The City employees eligible for this additional amount are as follows:

A.J. Andrade  
A.V. Pestana

D.W. Favino  
E.C. Viveiros

This paragraph does not apply to those employees who were employed by the City in the Sewer Construction and Repair Section on April 30, 1982, who subsequently became employees of the NBC.

5.5 Advancement Incentive and Stipend – The NBC agrees to pay a stipend on a one-time only basis during the course of this Agreement in the amount of five hundred (\$500) dollars payable within thirty (30) days of NBC's receipt of proof that an employee has obtained a level of certification beyond that required by his current job classification. There shall be no

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July 2009	1	2	3	4	5	6	7	8	9	10	11
1	13.25	13.58	13.90	14.23	14.55	14.88	15.19	15.52	15.85	16.17	16.50
2	14.44	14.79	15.14	15.49	15.84	16.19	16.54	16.90	17.25	17.60	17.95
3	15.71	16.09	16.47	16.86	17.24	17.62	18.01	18.39	18.77	19.16	19.54
4	17.11	17.53	17.94	18.36	18.77	19.19	19.61	20.02	20.44	20.86	21.28
5	18.62	19.08	19.53	19.99	20.44	20.89	21.35	21.80	22.26	22.71	23.17
6	19.92	20.48	21.05	21.61	22.18	22.75	23.31	23.88	24.44	25.01	25.57
7	21.69	22.30	22.92	23.53	24.15	24.77	25.38	25.99	26.61	27.22	27.83
8	23.62	24.28	24.95	25.62	26.29	26.96	27.63	28.29	28.96	29.63	30.31
9	25.71	26.43	27.17	27.89	28.62	29.34	30.08	30.80	31.54	32.26	32.99
10	27.99	28.78	29.57	30.36	31.15	31.95	32.74	33.54	34.33	35.12	35.92

SCHEDULE E



Com 2-4      Why did union employees receive an average wage rate increase of 4.21% in FY2009 as set forth in Division 1-26 when the union contract required a 2.75% increase?

Answer:      The average wage rate increase includes both COLA and step increases.

Prepared by: WEE

Com 2-5 In FY2008, the Commission authorized funding for a wage increase of 3.5%. Why is the average wage increase for FY 2008 5.19% for union employees and 5.00% for non-union employees?

Answer: First, it is important to point out that the 3.5% increase noted in this question is from the PUC Order in Docket 3797 which refers to non-union employees only. The PUC Order made no adjustment for the union employees' wages as filed in Docket 3797. The 5.19% was the actual COLA and steps paid by NBC, in accordance with the union contract.

Most of the difference between the 3.5% and the actual 5% average increase paid by NBC to its non-union employees is the result of "flexibility" provided by the PUC in its Order 19062 in Docket 3797. In that Order, on page 31, the PUC stated that:

**"Also, setting rates on 3.5 percent still gives NBC the flexibility to give some non-union employees 4.5 percent salary increases because of turnover. Even if it had a full complement of non-union employees, NBC could give 4.5 percent salary increases to all of its employees if NBC achieved savings in other accounts. This reduction will give an incentive to NBC to be efficient."**

In fact, NBC was efficient and achieved savings in FYE 2008 in excess of the Commission's salary adjustment of \$87,706 in Docket 3797. Therefore NBC was able to pay merit increases higher than the 3.5% authorized by the Commission.

The other factor in the difference is the impact of payroll adjustments for such items as non-union employee promotions, grade changes, and transfers, which resulted in a larger increase than the average merit increases.

Prepared by WEE

Com 2-6 Please provide the total of all laboratory technician overtime for the last three years fiscal years.

Answer: The laboratory technician overtime amounts for the last three years are as follows:

2006	\$12,644.43
2007	16,267.25
2008	21,761.72

Prepared by: WEE

Com 2-7 Please identify the total amount NBC paid in tuition reimbursement for the past three fiscal years specifying union and non-union.

Answer: The tuition reimbursements for the past three fiscal years are the following:

	<u>Union</u>	<u>Non-union</u>
FY 2006	\$ 1,605.50	\$ 13,824.47
FY 2007	1,210.75	17,777.63
FY 2008	-	12,126.49

Prepared by: WEE

Com 2-8 Please identify the number of employees and total amount of merit increases given by NBC to employees in the last three fiscal years.

Answer: Merit increases are not given to union employees. The increases in the table below were given to non-union employees only and represent their total compensation increase for the year, which also includes the impact from payroll adjustments for promotions, grade changes, and transfers.

	<u># of Employees</u>	<u>Amount of Increases</u>
FY 2007	124	\$306,499
FY 2008	119	347,886
FY 2009	122	305,693

Prepared by: WEE

Com 2-9 Please identify whether NBC received any benefit from the American Recovery and Reinvestment Act of 2009? If so, what?

Answer: No.

Prepared by: WEE

Com 2-10      How much did NBC pay in early retirement incentives for the last three fiscal years?

Answer:        The early retirement incentives paid to union employees for the last three fiscal years were as follows:

2006	\$54,884.88
2007	31,133.52
2008	112,071.69

Prepared by: WEE