THE CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 607

Approved November 15, 1984

RESOLVED, That the accompanying copy of Collective Bargaining Agreement, for the term beginning July 1, 1984 and ending June 30, 1985, by and between the City of Providence and Local 799, International Association of Firefighters, AFL-CIO, is hereby transmitted to the City Council for ratification and the City Clerk is directed to cause the same to be filed in the Department of City Clerk.

IN CITY COUNCIL
NOV 15 1984
READ AND PASSED
Louis R. Strauss PRES.
Michael R. Clement CLERK
First Deputy

APPROVED
NOV 15 1984
MAYOR

Councilman Slavin, Councilman Dillon and Councilwoman Sangnoli (By Request)

AGREEMENT

This Agreement entered into this _____ day of _____, 1984, between the CITY OF PROVIDENCE (hereinafter called the "city") and Local 799, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, (hereinafter called the "union").

The Collective Bargaining Agreement entered into between the city and the union expiring on June 30, 1984, shall be the Collective Bargaining Agreement between the city and the union for the term beginning July 1, 1984, and ending on June 30, 1985, except for the following changes:

1. Article IV, Section 2 - Bid System

A. Bids for vacancies shall be classified as primary bids and secondary bids. Primary bids will be awarded for vacancies created by Article IV, Section C. Secondary bids shall be awarded for vacancies created by awarding of primary bids. There shall be no bidding for vacancies created by awarding secondary bids.

B. When a vacancy occurs in a company, it shall be filled by bidding according to seniority rank. Notice of the vacancy shall be given to all fire companies and special service units to be posted on bulletin boards the day after the vacancy exists. Members who wish to bid for such vacancies shall make such requests by submitting a Form 17 within fourteen (14) days after said notice is posted.

C. Any member who is awarded a primary or secondary bid shall be assigned to that spot within seven (7) days after the vacancy occurs. Any member who is awarded a bid spot may not bid on another vacancy for a period of two (2) years.

D. No member who is awarded a bid spot may be involuntarily transferred for a period of two (2) years. All vacancies created by a voluntary transfer shall be subject to Article IV, Section 2A.

E. Any member involuntarily transferred will be given the reason and the factual basis for his transfer, and said transfer shall be subject to the grievance procedure.

F. This system shall not apply to special services and chief's aides except that a vacancy created by the appointment of a chief's aide shall be considered a secondary bid.* For the purpose of this section, the Rescue Division shall not be considered a special service.

G. Whenever a vacancy occurs through a promotion the bid for the vacancy shall be the members assignment when he was certified for promotion by the Division of Training.*

H. A member on a certified promotion list shall not be eligible to bid on any vacancies.*

*New Language

2. Article IV, Section 3 - Temporary Service Out of Rank

Members of the firefighting forces of the Providence Fire Department who are ordered to serve temporarily in a higher rank shall receive compensation of the next higher rank provided that such service shall be in excess of five (5) hours during any tour of duty.*

Members of the special services of the Providence Fire Department who are ordered to serve temporarily in a higher rank shall receive compensation of the next higher rank, provided that such compensation shall not be payable until the member has served for three (3) calendar days' service temporarily in higher rank, the member shall receive the next higher rank salary, retroactive to the date of commencement of service temporarily in a higher rank, and provided that when a member serving in a higher rank returns to duty after authorized absence and continues to serve temporarily out of rank, he will receive credit for days previously worked out of rank in the computation of the days necessary for entitlement to retroactive pay.

3. Article VI, Section 6 - Call-Back

In the event it becomes necessary from time to time to call to duty an off-duty member to replace a member, such call-back shall be on an officer-for-officer and private-for-private basis.

*New Language

Call-back duty in the fire force shall be controlled by the Deputy Assistant Chief who is on duty when call-back is anticipated.

As determined by the Deputy Assistant Chief that call-back personnel will be required to properly man the on-coming shift, the shift currently on duty will be utilized to perform the assigned call-back.

Members will be called for call-back duty according to seniority in the platoon to which they are assigned. They will be called by the Deputy Assistant Chief or his designee at the time the call-back is needed, and if the call-back duty is refused, he will not be called again for call-back duty until the rest of the members of his platoon have been called. Call-back duty shall be distributed as equally as possible among the firefighters in each platoon, for this purpose a firefighter who refuses a call-back shall be considered as having worked the same.

If it becomes apparent that injuries or sickness of long duration will cause a particular group to accumulate more call-backs than other groups, then call-backs will be spread among the other groups to equalize the numbers.

In the event, either by call-back, by seniority, or by detail, a special functions, such as tillerman, EMTA or EMT cannot be manned by a qualified firefighter, the Deputy Assistant Chief may call the senior firefighter qualified to do the special function work, and this shall count as call-back for the firefighter awarded the work.

Members who wish call-back will sign Form #17 on a yearly basis indicating they desire call-back. A copy of the call-back sheet will be sent to the Union President weekly along with a list of refusals of call-back.

Every six (6) months the chart in the Deputy Assistant Chief's office will be matched with overtime sheets and refusal sheets. A list will be prepared by seniority of members who have less call-back. This list will be used to equalize call-back.

The bargaining unit shall have the opportunity to match their call-back information with the department's information to prepare equalization lists. All call-back over ten (10) hours will be considered a call-back. Members who desire a short call-back which is defined as less than ten (10) hours will sign a Form #17 requesting said short call-back. A master list will be kept by seniority. Once a man has worked a short call-back he will not be called until all others have had an oportunity to receive a short call-back.

Assignment of short call-back shall be from the short call-back list at the discretion of the Deputy Assistant Chief on duty, the Administrative Assistant to the Department, or their designee from the short call-back list and equalized over a six-month period.*

Thanksgiving, the night preceeding, the day of, and the night of Christmas, and New Years, shall be days for which members of the bargaining unit may volunteer to work call-back/overtime and

*New Language

will not be charged for said call-back/overtime, provided however, that whenever no member elects to work a call-back or overtime, then the junior member of the working platoon shall be ordered to work said call-back/overtime.*

Firefighters shall leave with the Deputy Assignment Chief a telephone number where they may be reached for purposes of call-back.*

4. Article VII, Section 1 - Vacations

All employees shall be entitled to a vacation in the calendar year in accordance with the following schedule:

A. All employees who become permanent employees of the department between January 1 and December 31 in any calendar year shall be entitled to five (5)* working days' vacation during said calendar year.

B. During the calendar year and following the anniversary date in which they complete one year of service, and in each calendar year thereafter, thirteen (13)* working days' vacation.

C. During the calendar year and following the anniversary date in which they complete ten (10) years of continuous service and in each calendar year thereafter, seventeen (17)* working days' vacation.

D. During the calendar year and following the anniversary date in which they complete twenty (20) years of continuous service

*New Language

and in each calendar year thereafter twenty-one (21)* working days' vacation.

5. Article VII, Section 8 - Paid Holidays

The following holidays shall be paid holidays for all members of the Department:

New Year's Day	Independence Day
Martin Luther King's Birthday*	Labor Day
Washington's Birthday	Columbus Day
Memorial Day	Armistice Day
RI Independence Day	Thanksgiving Day
V-J Day	Christmas Day
Easter Sunday	

Holiday pay shall be one-fifth (1/5) the employee's weekly salary, whether he works the holiday or not.

6. Article VIII - Clothing Provision

A. The clothing maintenance allowance will be payable as of January 1st and will be paid to firefighters on or before March 31st of each year. The clothing maintenance allowance for members of the firefighting force shall be Three Hundred Sixty-five Dollars ($365.00) per year. The clothing maintenance allowance for all other members of the Department who normally wear dress uniforms including chiefs' aides, shall be Three Hundred Ninety-five Dollars ($395.00) per year.

B. Commencing July 1, 1982, the city agrees to replace damaged, lost or stolen station uniforms and replace all firefighting protective equipment as needed, whether destroyed, damaged, lost,

*New Language

stolen or worn in the line of duty. Protective equipment shall be considered to be boots, helmets, gloves, nighthitches and firecoats. The city shall endeavor to furnish firefighters uniforms and protective equipment within forty-five (45) days of said written request and if unable to do so will furnish said applicant with a reasonable explanation as to the cause of any delay.*

7. Article XII, Section 1 - Salary for the Firefighter

Effective July 1, 1984, salaries for the firefighters of the City of Providence shall be as follows and pension contributions shall be based upon the following:

Fire Captain	$516.78*
Fire Prevention Captain	$516.78*
Fire Rescue Captain	$516.78*
Chief Dispatcher	$516.78*
Fire Lieutenant	$473.73*
Fire Prevention Lieutenant	$473.73*
Rescue Lieutenant	$473.73*
Lieutenant-Bureau of Operational Control	$473.73*
Chauffeur on Rescue	$451.74*
Fire Medic (as long as certified)	$451.74*
Grade 1 Firefighter 1st year after appointment	$430.13*
Fire Prevention Inspector	$430.13*
Firefighter Grade 2	$417.21*
Firefighter Grade 3	$385.09

8. Article XII, Section 3 - Longevity Supplement

In addition to the above salaries, there shall be paid a longevity supplement which shall not be considered part of the employees salary for other purposes in this agreement, including pension purposes. This supplement shall be computed on the basis of the employee's salary for the current contract year and

*New Language

and be paid in one lump sum to said employees at the end of the fiscal year.

The payment shall be made as follows:

Percentage of annual salary	Service as of June 30th of current contract
4%*	5 to less than 10 years
5%*	10 to less than 15 years
6%*	15 to less than 20 years
7%*	20 years and over

9. Article XIII, Section 2 - Life Insurance

The City shall pay for Life Insurance of Twelve Thousand Five Hundred Dollars ($12,500.00)* on the life of each member of the bargaining unit.

10. Article XXII - Mutual Aid

Whenever apparatus from another community is sent to the city for Mutual Aid and reamins for one (1) hour, the Providence Fire Department shall call back three (3) off duty members to man such vehicles. Whenever apparatus leaves the City of Providence on Mutual Aid and remains out of the city for three (3)* hours, three (3) members from the off duty platoon will be called back for each piece of equipment that leaves the city. These men will man reserve equipment in the stations. In the event that no reserve is available, the men will be used to bring manpower back to original status. This policy shall not be in effect during the July 4th week.

*New Language

A copy of the Mutual Aid Agreement will be provided to the union. Only paid, full time, permanent Departments shall be utilized for Mutual Aid, unless all off duty firefighters are called back and more manpower is required.

IN WITNESS WHEREOF, the said City of Providence has caused this instrument to be executed and its corporate seal to be affixed thereto by Joseph A. Paolino, Jr., its Mayor, hereunto duly authorized, and said Local 799, International Association of Firefighters, AFL-CIO, has caused this instrument to be signed by Thomas Johnston, its President, thereunto duly authorized on the day or date first above written.

CITY OF PROVIDENCE

BY _____
MAYOR

In the presence of:

_____
Notary Public

LOCAL 799, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
AFL-CIO

BY _____
President

LETTER OF AGREEMENT

If is further agreed by the parties to the following:

The city agrees that there shall be a Health and Safety Commission which shall consist of one (1) member from the City, one (1) member from the union, and one (1) alternate member from each, who, in addition to other duties, shall keep a record of all meetings, both regular and special. The Committee shall meet in regular session once a month and at other times as required. During these meetings, the Committee will discuss issues dealing with all areas of health and safety. This Committee shall be advisory in nature and shall advise the appropriate official of the city as to their findings and recommendations.

IN WITNESS WHEREOF, the parties have executed this document the 15th day of November, 1984.

In the presence of:

Karen R. Ellsworth
Notary Public

CITY OF PROVIDENCE

BY _____
Mayor

LOCAL 799, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

BY _____
President

EXHIBIT H

In the Matter of Arbitration

between

Local 799, I A F F - AFL-CIO

and the

City of Providence

HEARINGS

Hearings were held on August 27 and September 14, 1984 at the Holiday Inn, Providence, to arbitrate the unresolved issues in the negotiations for the 1984-1985 Collective Bargaining Agreement between Local 799, International Association of Firefighters, AFL-CIO and the City of Providence. The arbitration was held pursuant to Rhode Island General Laws, Title 28, Chapter 9.1, commonly known as the Firefighters Arbitration Act. The Arbitration Board consisted of John P. Hawkins selected by the Union, Arthur Novogroski selected by the City and Herman Ferrara selected by the Chief Justice of the Rhode Island Supreme Court as the third arbitrator and Chairman of the Arbitration Board.

The Union was represented by:

Harry J. Hoopis	Attorney
Thomas Johnston	Local President
James Bennett	Local Member
James Russell	Local Member
Paul Healey	Local Member
Edward Maynard	Local Member
Stephen Day	Local Member
Richard Kless	Local Member
Michael Ballzano	Local Member

Representing the City were:

Vincent J. Piccirilli	Attorney
Joseph Paolino	Mayor, City of Providence
Michael Moise	Chief, Providence Fire Department
Gilbert McLaughlin	Assistant Chief of Department
Frederick Miller	Battalion Chief
Alfred Bertoncini	Deputy Assistant Chief
Enrico Landi	Deputy Assistant Chief
Donald Gumbley	Battalion Chief

The following exhibits were introduced:

Joint Exhibit #1	Firefighters' Arbitration Act
Joint Exhibit #2	Current Collective Bargaining Agreement
Joint Exhibit #3	Waiver of Time Limits
Union Exhibit #1	Contract Proposals
Union Exhibit #2	Survey-Time Off for Other Union Affairs with Pay
Union Exhibit #3	Survey-Time Off for Bargaining with Employer with Pay
Union Exhibit #4	Survey-Temporary Service Out of Rank
Union Exhibit #5	Survey-Temporary Service Out of Rank
Union Exhibit #6	Survey-Vacation Leave
Union Exhibit #7	Survey-Vacation Leave
Union Exhibit #8	Paid Holidays-Providence Police
Union Exhibit #9	Paid Holidays-City of Cranston
Union Exhibit #10	Article in Evening Bulletin 02/24/84 on emergency purchases under the city budget
Union Exhibit #11	Article by Cairns Express on protective gear
Union Exhibit #12	Longevity-RI cities and towns
Union Exhibit #13	Survey-Paid Life Insurance
Union Exhibit #14	Article XIX of Laborers' International Union with the City
Union Exhibit #15	Alarm Totals and Salaries of RI cities
Union Exhibit #16	Comparative Salaries of RI cities
Union Exhibit #17	1982 Annual Death and Injury Survey
Union Exhibit #18	Comparison of Providence Firefighters Grade 1 with other New England cities
Union Exhibit #19	Firehouse Publication-1983 National Run Survey
Union Exhibit #20	Firehouse Publication-1982 National Run Survey
Union Exhibit #21	1983 National Run Survey-City of Providence
Union Exhibit #22	1982 National Run Survey-City of Providence
Union Exhibit #22A	Person Filling out Survey
Union Exhibit #23	The Providence Firefighter, Winter 1983
Union Exhibit #24	General Information from US Census Bureau
Union Exhibit #25	Influx of Persons into City of Providence
Union Exhibit #26	Nursing Homes located in Providence
Union Exhibit #27	Hospitals located in Providence
Union Exhibit #28	Colleges and Universities located in Providence
Union Exhibit #29	Proposed Budget and Salary Hikes - Water Department
Union Exhibit #30	Survey-Pension Contribution
Union Exhibit #31	Comparison of Providence and East Providence Firefighters

Union Exhibit #31A	Section of East Providence Fire Department Contract concerning holidays
Union Exhibit #32	Comparison of Providence and Cranston Firefighters
Union Exhibit #33	Providence Firefighters Hourly Wage and Providence Police Department Hourly wage
Union Exhibit #33A	Section of Providence Police Contract
Union Exhibit #33B	Section of Providence Police Contract
Union Exhibit #34	Department of Labor Statistics concerning wages of Building Laborers in the State of RI
Union Exhibit #35	Article in Providence Journal 08/21/84 on benefits paid under Local 1033
Union Exhibit #36	Schedule of Wages of Narragansett Electric Company
Union Exhibit #37	Copy of Deadly Smoke regarding Cancer and Heart Trouble
Union Exhibit #38	Duties of Providence Firefighters
Union Exhibit #39	Act Relating to Health and Safety passed by General Assembly in 1984
Union Exhibit #40	Survey-Legal Assistance and Indemnification for Civil Suits in Line of Duty

City Exhibit A	City Proposals
City Exhibit B	Prior Union Proposals Concerning Vacations
City Exhibit C	Prior Union Proposals Concerning Vacations
City Exhibit D	Prior Union Proposals Concerning Vacations
City Exhibit E	Prior Union Proposals Concerning Vacations
City Exhibit F	Prior Union Proposals Concerning Vacations
City Exhibit G	Prior Union Proposals for Years 1976-1983
City Exhibit H	Prior Union Proposals for Years 1976-1983
City Exhibit I	Prior Union Proposals for Years 1976-1983
City Exhibit J	Prior Union Proposals for Years 1976-1983
City Exhibit K	Prior Union Proposals for Years 1976-1983
City Exhibit L	Prior Union Proposals for Years 1976-1983
City Exhibit M	Prior Union Proposals for Years 1976-1983
City Exhibit N	Prior Union Proposals for Years 1976-1983
City Exhibit O	Prior Union Proposals for Years 1976-1983
City Exhibit P	Prior Union Proposals for Years 1976-1983
City Exhibit Q	Prior Union Proposals for Years 1976-1983
City Exhibit R	Prior Union Proposals for Years 1976-1983
City Exhibit S	Prior Union Proposals for Years 1976-1983
City Exhibit T	City's Proposal on Cost of Paid Life Insurance
City Exhibit U	Copy of Rhode Island General Law 9-1-27
City Exhibit V	Copy of Rhode Island General Law 9-1-34
City Exhibit W	Prior Union Proposal-Laborers Pension Fund
City Exhibit X	City's Appropriation to Various Retirement Funds
City Exhibit Y	Alarms in City of Providence
City Exhibit Z	Fire Department Reports on Companies
City Exhibit AA	Prior Union Proposals-Salaries
City Exhibit BB	Letter from Finance Department-Jerome Baron
City Exhibit CC	Collective Bargaining Agreement with City School Aids
City Exhibit DD	School Custodian Union Settlement
City Exhibit EE	Cities and Towns Increase, 1984-1985
City Exhibit FF	City's Estimate of Cost of Union Proposals
City Exhibit GG	Letter of Agreement between Union and Chief
City Exhibit HH	City's Counter-proposal to Union Proposal #28

THE UNRESOLVED ISSUES

According to Union Exhibit #1, the Union originally made thirty-eight (38) proposals for changes in or additions to the present Collective Bargaining Agreement. According to City Exhibit A, the City made nine (9) proposals for changes, deletions or additional provisions. In addition, the City contends that they made an oral counter-proposal to Union Proposal #28. At the beginning of the hearings, the Union dropped twenty-eight (28) proposals and presented ten (10) proposals for determination of the Board. The City presented seven (7) proposals and contended that their oral counter-proposal to Union Proposal #28 should be heard by the Board even though the Union dropped Proposal #28 before the start of the proceedings. At the start of the hearings, there were seventeen (17) unresolved issues and one (1) issue the City contended was still unresolved.

All of these issues were discussed by the parties who presented testimony and exhibits to substantiate their respective positions.

ARBITRATORS DISCUSSIONS

The arbitrators have individually and in meetings of the Board reviewed the exhibits, the testimony presented at the hearings and the arguments of the Union and the City. At times it appeared most difficult to reach a unanimous agreement. The arbitrators feel that the unanimous agreement reached is fair, reasonable and equitable to both the City of Providence and to Local 799.

THE BOARDS' DECISIONS AND AWARDS

The Board has made the following decisions and awards on each of the unresolved issues:

ISSUE #1 Negotiations Union Proposal #2

The Union proposed as follows:

All employees covered by this Agreement who are officers of Local 799 or who are appointed by Local 799 as members of the committee's collective bargaining negotiating team (said negotiating team not to exceed fifteen (15) in number) shall be allowed time off for offical Union business including Union meetings and conferences for the purposes of negotiations and negotiations or conferences with the City Administration, Commissioner of Public Safety, etc., with pay, and without the requirements to make up said time. The Union President or his designee shall be allowed time off for all official Union business, including but not limited to the above, with pay, and without the requirement to make up said time.

COMMENTS

The City argued that this proposal would affect the minimum manning levels established by the contract in prior years. The Union's position is that it would not affect the minimum manning levels, However, neither side presented sufficient evidence from which the Board could make a decision which would warrant a change. Therefore, the Board will reject the proposal to increase the size of the negotiating tem under Article 1, Section 4, from ten (10) to fifteen (15). H.D.F.

AWARD

The Union's Proposal #2 is hereby denied.

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ISSUE #2 Temporary Service Out of Rank Union Proposal #4

The Union proposed that each firefighter acting out of rank would be paid for any part of the time that a member acted out of rank in a ten (10) hour or fourteen (14) hour tour of duty he would be paid retroactive for the whole tour of duty.

COMMENTS

The Board finds that the City must have some latitude with regard to temporarily acting out of rank. However, they feel that a firefighter who assumes the responsibilities and duties of a next higher rank should not have to serve in that position for a ten (10) hour day tour or a fourteen (14) hour night tour without additional compensation.

AWARD

The Board finds that a firefighter acting out of rank in excess of five (5) hours for any tour of duty shall be paid for the full day tour or night tour.

Therefore, Article 4, Section 3, entitled, Temporary Service Out of Rank is hereby amended to read as follows:

"Members of the firefighting forces of the Providence Fire Department who are ordered to serve temporarily in a higher rank shall receive compensation of the next higher rank provided that such service shall be in excess of five (5) hours during any tour of duty..."

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ISSUE #3 Vacations Union Proposal #11

The Union proposed that all employees shall be entitled to a vacation in the calendar year in accordance with the following schedule:

0-1	Year	Eight (8) working days
1-5	Years	Sixteen (16) working days
5-10	Years	Twenty (20) working days
10-15	Years	Twenty-four (24) working days
15-20	Years	Twenty-eight (28) working days

COMMENTS

The Board finds by surveying the evidence submitted by the City and the Union of the individual cities and towns within the State of Rhode Island, that the Providence Firefighters receive less vacation than many of the other communities. A grant of an additional day's vacation will make Providence more comparable to other communities. Therefore, the Board finds that an increase is justified according to the evidence presented by the Union.

AWARD

The Board hereby increases the Providence Firefighter vacation periods as follows:

0-1	Year	Five (5) working days
1-10	Years	Thirteen (13) working days
10-20	Years	Seventeen (17) working days
Over 20	Years	Twenty-one (21) working days

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ISSUE #4 Paid Holidays Union Proposal #13

The Union proposed the following additional paid holidays:

Martin Luther King's Birthday - January 14
Firefighters' Memorial Sunday - First Sunday in October
National Holiday - The Friday immediately following Thanksgiving Day

And further,

That holiday pay shall be one-third (1/3) the employee's weekly salary, whether the employee works on that day or whether the employee does not work that day.

COMMENTS

The Board finds that in light of the fact that Martin Luther King's Birthday (January 14th) has been declared a National Holiday by the Congress of the United States and signed by the President that the Union's request is reasonable.

After a lengthy discussion, the Board rejects that holiday pay shall be increased from one-fifth (1/5) to one-third (1/3) of the employees weekly salary.

AWARD

The Providence Firefighters shall be awarded January 14th, Martin Luther King's Birthday as a paid holiday in addition to the other holidays enumerated in Article 7, Section 8 of the present contract.

The Union's proposal concerning an increase from one-fifth (1/5) to one-third (1/3) of the employees weekly salary is denied.

The Board further rejects the Union's request for Firefighter Memorial Sunday and the National Holiday, the Friday immediately following Thanksgiving Day.

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ISSUE #5 Clothing Provision Union Proposal #16

The Union proposed the following:

Uniforms and protective equipment shall be issued to members within ten (10) days from receipt of the request by the member for replacement. The Department will maintain a warehouse of the mentioned equipment at all times in the measured sizes worn by all the members of the Providence Fire Department.

COMMENTS

The Union presented numerous documentations, an in-action firefighter movie and numerous articles concerning protective clothing. In addition, the General Assembly of the State of Rhode Island in their 1984 session passed Occupational Health and Safety Regulations for Firefighters (23-28.4). This mandated cities and towns to provide personal protective clothing and equipment specified in this chapter at no cost to the employee. Said equipment shall be used whenever such employees are required to work in a hazardous environment that may be encountered during firefighting activities or under similar conditions during training activities.

The Board feels that it is imperative that the General Laws of the State of Rhode Island be adhered to and that firefighters be provided with the necessary uniforms and protective equipment.

AWARD

The Board hereby amends Article 8, Section B by additing to the last sentence of that section the following language:

"The City shall endeavor to furnish firefighters uniforms and protective equipment within forty-five (45) days of said written request and if unable to do so will furnish said applicant with a reasonable explanation as to the cause of any delay."

The Union's additional request that the department maintain a warehouse of the mentioned equipment at all times in the measured sizes worn by all the members of the Providence Fire Department is hereby denied.

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ISSUE #6 Longevity Union Proposal #20

The Union proposed the following increase:

An additional two percent (2%) increase will be calculated into the existing steps in longevity.

Five percent (5%)	5 to less than 10 years
Six percent (6%)	10 to less than 15 years
Seven percent (7%)	15 to less than 20 years
Eight percent (8%)	20 years and over

And,

Change Article 12, Section 1, to have a pay structure to include longevity payments.

COMMENTS

The Board reviewed the evidence presented by the Union with regard to other cities and towns within the State of Rhode Island and it is the finding of the Board that the longevity schedule in the City of Providence is below that of many other communities of the State of Rhode Island.

AWARD

The Board shall award a one percent (1%) increase in all categories as outlined in Article 12, Section 3, of the 1983-1984 contract.

The Board denies the Union's request to have their pay structure include longevity payments.

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ISSUE #7 Life Insurance Union Proposal #26

The Union proposed the following:

Article 13, Section 2 - The city will raise the amount of life insurance coverage to fifty thousand dollars ($50,000.00) of Group Term Insurance.

Article 13, Section 5 - Life insurance coverage of each member shall be maintained by the city during the member's active service and during retirement of each member without interruption.

COMMENTS

The Board in comparing the charts of other union contracts in other cities and towns finds that the Providence Fire Department is

considerably behind most of the other communites. The City of Providence estimates that the cost of providing life insurance for members of the Providence Fire Department would be approximately thirty cents (30¢) per month per man per thousand. However, they also admitted that the City of Providence is a self-insurer and it has been many years since any payments under this section have been made.

H.D.F.

AWARD

The Board finds that the life insurance provision under Article 13, Section 2 should be increased from five thousand dollars ($5,000.00) to twelve thousand five hundred dollars ($12,500.00). Therefore, the Board awards an increase in life insurance from five thousand dollars ($5,000.00) to twelve thousand five hundred dollars ($12,500.00) under Article 13, Section 2.

The Board denies the proposal contained in Article 13, Section 5 for the maintenance of coverage during retirement.

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ISSUE #8 Laborers' Pension Fund Union Proposal #35

The Union proposed as follows:

The City agrees to reimburse members of the bargaining unit by the amount it now contributes to the Laborers' Pension Fund, the money to be paid on a weekly basis.

COMMENTS

The Board held lengthy discussions on this subject wherein the City provides two (2) pension payments for Class A employees. The Board finds that this request should be denied for lack of evidence to support the need for such proposal.

AWARD

The Union's request is hereby denied by the Board.

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ISSUE #9 Malpractice Insurance Union Proposal #39

The Union proposed as follows:

ISSUE #11 Bid System City Proposal #1

The City proposed as follows:

Article 4, Section 2:

F. This sytem shall not apply to Special Services and Chief's Aides.

G. Whenever a vacancy occurs through a promotion, the bid for the vacancy shall be the members assignment when he was certified for promotion by the Division of Training.

H. A member on a certified promotion list shall not be eligible to bid on any vacancies.

COMMENTS and AWARD

The City proposed a change to Section F of Article 4, Section 2, and the Union and the City were able to agree that this section shall read as follows:

F. This system shall not apply to special services and chief's aides except that a vacancy created by the appointment of a chief's aide shall be considered a secondary bid.

Therefore, the Board directs that this new language in Article 4, Section 2, Subsection F be included in the 1984-1985 contract.

The City also proposed that a new Subsection G be added which the City and Union have agreed upon. Therefore, the Board directs that Article 4, Section 2, Subsection G be added to the 1984-1985 contract, the language of said section shall read:

G. Whenever a vacancy occurs through a promotion the bid for the vacancy shall be the members assignment when he was certified for promotion by the Division of Training.

The City requested a new Subsection H to Article 4, Section 2 and the Union has also agreed to include that language in the 1984-1985 contract. Therefore, the Board directs that the 1984-1985 contract contain a new Subsection H of Article 4, Section 2, the language of such section shall read:

H. A member on a certified promotion list shall not be eligible to bid on any vacancies.

* * * * * * * * * * *

ISSUE #12 Call Back City Proposal #2

The City requested that two (2) new paragraphs be added to the Call Back provision of Article 6, Section 6, to wit:

> Assignment of short callback shall be from the short callback list at the discretion of the Deputy Assistant Chief on duty, the Administrative Assistant to the Chief of the Department, or their designee from the short call back list and equalized over a six-month period.

And,

> Thanksgiving, the night preceeding, the day of, and the night of Christmas, and New Years, shall be days for which members of the bargaining unit may volunteer to work callback/overtime and will not be charged for said callback/overtime, provided however, that whenever no member elects to work a callback or overtime, then the junior member of the working platoon shall be ordered to work said callback/overtime.

COMMENTS

The City and Union have agreed as to the language of the City's request. Therefore, the Board directs that this language be added to the 1984-1985 contract.

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ISSUE #13 Article XXII - Mutual Aid City Proposal #3

The City's proposal requesting an hour change from two (2) to three (3) hours when apparatus leaves the City of Providence on a mutual aid call and remains out of the City of Providence for that period of time.

COMMENTS

The Board feels that after hearing the testimony of Chief Bertoncini that this request is completely justified.

AWARD

> The Board directs that the language in Article 22 of the 1983-1984 contract entitled Mutual Aid be changed to three (3) hours from two (2) hours in sentence number two (2) of said article. The new language shall read:

"...Whenever apparatus leaves the City of Providence on Mutual Aid and remains out of the city for three (3) hours, three (3) members from the off duty platoon will be called back for each piece of equipment that leaves the city..."

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ISSUE #14 Call Back City Proposal #4

The City proposed the following changes:

Callback. If a member refuses the callback or if a member is off duty for any reason, he will not be called again for callback/overtime duty until the rest of the members of his platoon have been called. Callback/overtime duty shall be distributed as equally as possible among the firefighters on each platoon. For this purpose, a firefighter who refuses a callback or is off duty for any reason except vacation when it is his turn for callback/overtime shall be considered to have worked the same. Any firefighter who has gone off on Item a, e, or f within eight (8) days of working a callback shall be ineligible to work the next callback and shall be charged therefor.

Firefighters shall leave with the Deputy Assignment Chief a telephone number where they may be reached for purposes of callback.

COMMENTS

The Board listened to a lengthy discussion and testimony from Chief Enrico Landi concerning this proposal. The Board finds that the request for changes in this provision are not reasonable and were not justified.

AWARD

The Board denies the City's request to change the provision of Article 6, Section 6 except that the firefighter shall leave a telephone number where he can be reached for such purpose.

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ISSUE #15 Vacations City Proposal #5

The City requested that a new paragraph B be added to Article 7, Section 4:

Any member who is granted a request for any transfer or bids any transfer from one platoon to another shall forfeit his original request for vacation and shall select his vacation or any part thereof provided that vacation vacancies exist on the group to which he has transferred for the period.

H.D.F.

COMMENTS

The Board after hearing testimony from Chief Gilbert McLaughlin and arguments from the Firefighter Union, finds that this request is not warranted.

AWARD

The Board denies the City's request to have a new Paragraph B to Article 7, Section 4.

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ISSUE #16 Clothing Provision City Proposal #6

The City proposed:

Clothing Provision. Delete in its entirety and substitute therefor: All firefighters shall receive the sum of five hundred dollars ($500.00) per year for the equipping and maintenance of all uniforms and/or protective gear.

COMMENTS

This proposal by the City has already been decided by the Board In Union Issue #5, Proposal #16. In addition, the Board finds that a portion of this proposal may be in contradiction to the General Laws of the State of Rhode Island enacted in the January session, 1984, in Section 23-28.4 entitled Occupational Health and Safety Regulations for Firefighters.

F.

AWARD

The City's request is denied.

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ISSUE #17 Special Hazards/Minimum Manning City Proposal #7

The City contends that this was a counter-proposal to Union Proposal #28, which the Union had withdrawn.

COMMENTS

The Union's Proposal #28 was dropped by the Union before the start of the arbitration proceedings. Therefore, Union Proposal #28 was not before the arbitration panel. The City contended that they made a counter-proposal during negotiations to the Union's proposal and therefore it is a valid proposal. The arbitration panel has no written city proposal before it concerning this issue, and without a written union proposal or in the alternative a written city proposal the panel has nothing before it. The law favors resolution of unresolved issues before the arbitration panel commences formal hearings (28-9.1-7).

AWARD

The City's request that its oral counter-proposal in negotiations be considered a proposal before the arbitration panel is denied.

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The arbitrators thank the parties for their cooperation during the hearings and for the efficient manner in which the testimony and exhibits were presented to the Board.

Respectfully submitted,

ARBITRATION BOARD

Herman Ferrara

Herman Ferrara, Chairman

John P. Hawkins

John P. Hawkins

Arthur Novogroski

Arthur Novogroski

October 3, 1984