

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 520

Approved September 10, 1982

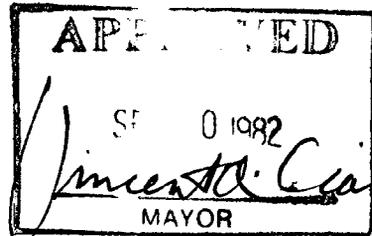
RESOLVED, That the accompanying copy of Agreement, effective July 1, 1982, by and between the City of Providence and Local 799, International Association of Firefighters, A F L - C I O, is hereby transmitted to the City Council for ratification and the City Clerk is directed to cause the same to be filed in the Department of City Clerk.

IN CITY COUNCIL

SEP 2 1982
READ AND PASSED

Robert H. Lynch
PRES.

Przemyslawa CLERK



THE COMMITTEE ON
EMPLOYEE RELATIONS

Approves Passage of
The Within Resolution

Rose M. Mendonca
Clerk Chairman

August 11, 1982

PALOMBO & PICCIRILLI

ATTORNEYS AND COUNSELORS AT LAW

PETER PALOMBO, JR.
VINCENT J. PICCIRILLI

PROVIDENCE CIVIC CENTER
ONE LASALLE SQUARE
PROVIDENCE, RHODE ISLAND 02903
(401) 421-2342

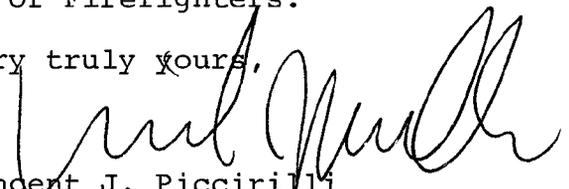
July 19, 1982

The Honorable City Council
c/o Rose M. Mendonca, City Clerk
City Hall
Providence, RI 02903

Dear Members of the Council:

Enclosed please find for ratification a copy of the 1982-84 collective bargaining agreement between the City of Providence and Local 799 International Association of Firefighters.

Very truly yours,


Vincent J. Piccirilli

VJP/ebd

Enclosure

IN CITY COUNCIL
AUG 5 1982
FIRST READING
REFERRED TO COMMITTEE ON

Rose M. Mendonca CLERK

EMPLOYEE RELATIONS

THE COMMITTEE ON

EMPLOYEE RELATIONS

Recommends

Agreement be
Ratified

Rose M. Mendonca
Clerk

August 11, 1982

LETTER OF AGREEMENT

It 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 26th day of June, 1982.

CITY OF PROVIDENCE

By *Victor E. Giannini*
Mayor

LOCAL 799, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS, AFL-CIO

By *James D. Brown*
President

In the presence of:

Ant. M. ...

AGREEMENT

This Agreement entered into this 20 day of June, 1982, 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, 1982, shall be the Collective Bargaining Agreement between the city and the union for the term beginning July 1, 1982, and ending on June 30, 1984, except for the following changes:

1. Article IV, Section 1 - VACANCIES - BID SYSTEM.

A. The Department shall continue to anticipate and plan for the filling of vacancies in the rank of firefighter, as now covered by ordinance and department orders, and shall maintain a pool of recruits to fill these vacancies within seven (7) days.

B. The Department shall have a promotional list available at all times. Members of the promotional list shall be promoted within seven (7) days after the occurrence of a vacancy.

C. A vacancy shall exist when a member is promoted, resigns, retires, dies or is terminated.

D. A vacancy occurs the day a member is removed from the payroll.

E. Bids for vacancies shall be classified as Primary Bids and Secondary Bids. Primary Bids will be awarded for vacancies created by Article VI, 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.

F. When a vacancy occurs in a company, it shall be filled by bidding according to seniority in rank. Notice of the vacancy shall be given to all fire companies and special services units to be posted on bulletin boards the day after 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.

G. 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.

H. 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 E.

I. 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.

J. This system shall not apply to special services. For the purpose of this section, the Rescue Division shall not be considered a special service.

2. Article IV, Section 3 becomes Section 2.

3. Article IV, Section 4 becomes Section 3.

4. Article IV, Section 5 becomes Section 4.

5. Article VIII - CLOTHING PROVISION.

A. 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, stolen or worn in the line of duty. Protective equipment shall be considered to be boots, helmets, gloves, nighthitches and firecoats.

C. Commencing July 1, 1983, the city agrees to issue one complete station uniform yearly to all members. The station uniform will consist of a shirt, pants and shoes. Members whose station uniform consists of black pants, white shirt, black tie and shoes shall be issued the required clothing. Said uniforms to be issued on July 1st.

D. The clothing maintenance allowance above set forth shall be for the maintenance and upkeep of said uniform and work attire only. Any new issue or item of clothing or equipment prescribed by the Department

shall be furnished to members of the Department at the city's expense, including uniforms required because of promotion.

E. The city shall furnish members of the Rescue Squad with winter jackets and shall furnish members of the Division of Training with foul weather gear.

F. The first clothing maintenance allowance of a newly appointed firefighter shall be payable as of January 1st following the first anniversary date of his appointment.

6. Article X, Section 2 - HYPERTENSION - HEART ATTACK - ENCLOSURE
CANCER. VJP/ebd

Whenever a member of the bargaining unit suffers a heart attack, is suffering from hypertension, or is suffering from cancer, it shall be presumed that any of said conditions were caused as a result of the member's



Enclosed please find for ratification of this Article a copy of the collective bargaining agreement between the City of Providence and the firefighters and he shall be entitled to all of the foregoing duties of a firefighter and he shall be entitled to all of the foregoing and to the term of payment set forth in this Article.

This section shall apply to any member of the bargaining unit who suffers a heart attack, is suffering from hypertension, or is suffering from cancer whether or not said condition occurred while the member was actually on a tour of duty.

7. Article XII, Section 1 - SALARY FOR THE FIREFIGHTERS.

Effective July 1, 1982, salaries for the firefighters of the City of Providence shall be as follows and pension contributions shall be based

upon the following:

PROVIDENCE CIVIC CENTER
ONE LASALLE SQUARE
PROVIDENCE, RHODE ISLAND 02903

PETER PALOMBO, JR.
VINCENT J. PICCIRILLI

ATTORNEYS AND COUNSELORS AT LAW

PALOMBO & PICCIRILLI

Fire Captain	\$445.17
Fire Prevention Captain	\$445.17
Fire Rescue Captain	\$445.17
Chief Dispatcher	\$445.17
Radio Engineer	\$445.17
Fire Lieutenant	\$408.09
Fire Prevention Lieutenant	\$408.09
Rescue Lieutenant	\$408.09
Man in Charge of Bureau of Operational Control	\$408.09
Chauffeur on Rescue	\$389.15
Fire Medic (as long as certified)	\$389.15
Grade 1 Firefighter	
1st year after appointment	\$370.53
Fire Prevention Inspector	\$370.53
Firefighter Grade 2	\$359.40
Firefighter Grade 3	\$331.73

Effective July 1, 1983, salaries for firefighters of the City of Providence shall be as follows and pension contributions shall be based upon the following:

Fire Captain	\$485.24
Fire Prevention Captain	\$485.24
Fire Rescue Captain	\$485.24
Chief Dispatcher	\$485.24
Radio Engineer	\$485.24
Fire Lieutenant	\$444.82
Fire Prevention Lieutenant	\$444.82
Rescue Lieutenant	\$444.82
Man in Charge of Bureau of Operational Control	\$444.82
Chauffeur on Rescue	\$424.17
Fire Medic (as long as certified)	\$424.17
Grade 1 Firefighter	
1st year after appointment	\$403.88
Fire Prevention Inspector	\$403.88
Firefighter Grade 2	\$391.75
Firefighter Grade 3	\$361.59

8. Article XIII, Section 1 - BLUE CROSS, PHYSICIAN'S SERVICE.

B. The city agrees to assume the cost of family coverage under the Rhode Island Hospital Service Corporation (Blue Cross) in the present

Semi-Private Plan and Family Coverage under the Rhode Island Medical Society Physician's Service Plan B and Blue Shield Plan 100 or the Rhode Island Group Health Association Plan and paid prescriptions for all members retiring on or after July 1, 1982.

Should said member or any member of his family be eligible for medical insurance under Blue Cross or any other plan, then the city will be obligated to furnish only excess coverage so that said member will have equivalent coverage as that offered by the city. Should a retired member subsequent to retirement lose said alternate coverage, then the city will pick up full coverage under this section.

9. Article XIII, Section 3 - DELTA DENTAL.

The city shall furnish Delta Dental Family Plan Benefits Level IV annual coverage for all members of the bargaining unit.

Subject to the rules and regulations of Blue Cross, the city will permit members of the unit to obtain additional level coverage on either individual or family plans, said member to pay the additional premiums himself.

10. Article XIII, Section 4 - MEMBER KILLED IN THE LINE OF DUTY.

The city agrees to give the family of a member killed in the line of duty the same medical and dental coverage as an active member of the Providence Fire Department receives.

11. Article XIX - MINIMUM MANNING.

The city agrees to the following minimum standards: Each of the fifteen (15) engine and eight (8) ladder companies shall be manned by three (3) men, each of the four (4) rescue vehicles shall be manned by two (2) men, and there shall be three (3) aids on duty. Whenever it is necessary to call back men to maintain this level of eighty-one (81) men, the call back shall be charged solely to the city.

The level of manpower shall be increased to ninety-one (91) men by adding a fourth (4th) man to either engine or ladder companies, and the call back for that man shall be charged to a separate call back account.

The city agrees to expend Two Hundred Thousand Dollars (\$200,000.00) each year from October 31 through June 30 to achieve the increased manning on the engine and ladder companies.

No charge shall be made to this account for call backs occasioned by multiple alarm fires or call backs necessitated for reasons other than minimum manning, for example, pumping out cellars, snow removal, etc.

Any firefighter who has worked extra hours as a result of a disciplinary action shall not be counted as a firefighter for manpower purposes.

12. Article XXI - MUTUAL AID.

Whenever apparatus from another community is sent to the city for Mutual Aid and remains 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 two (2) 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.

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 Vincent A. Cianci, Jr., its Mayor, hereunto duly authorized, and said Local 799, International Association of Firefighters, AFL-CIO, has caused this instrument to be signed by James Bennett, its President, thereunto duly authorized on the day or date first above written.

CITY OF PROVIDENCE

By Vincent A. Cianci, Jr.
Mayor

In the presence of:

Frank Muller

LOCAL 799, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS, AFL-CIO

By James D. Bennett
President

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CITY OF PROVIDENCE

By Vincent A. Cianci, Jr.
Mayor

In the presence of:

Wm. Miller

LOCAL 799, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS, AFL-CIO

By James P. Bennett
President

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