

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

*No.* 373

*Approved* June 14, 1985

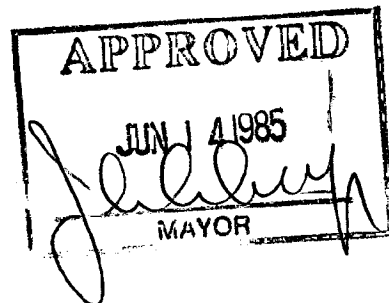
RESOLVED, That the accompanying copy of Collective Bargaining Agreement, for the term beginning July 1, 1985 and ending June 30, 1987, by and between the City of Providence and Local 799, International Association of Firefighters, AFL-CIO, is hereby transmitted to the City Council for ratification and the City Clerk is directed to cause the same to be filed in the Department of City Clerk.

IN CITY COUNCIL

JUN 6 1985

READ AND PASSED

*Richard W. Ertz* PRES.  
*Richard R. Clement* CLERK  
1st Deputy City



**THE COMMITTEE ON  
FINANCE**

**Approves Passage of  
The Within Resolution**

*Rose M. Membran*  
**Clerk Chairman**

*May 29, 1985*

ADLER POLLOCK & SHEEHAN

INCORPORATED

ATTORNEYS AT LAW

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July 1, 1985

Harry Hoopis, Esq.  
Hawkins & Hoopis  
134 Francis Street  
Providence, RI 02903

Re: 1985-87 Collective Bargaining Agreement Between City of  
Providence and Local 799, IAFF

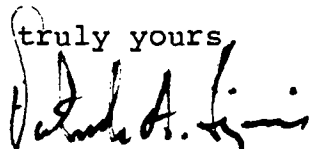
Dear Mr. Hoopis:

This is to confirm the understanding between the parties with respect to the proposal of the City of Providence to provide for its ability to institute alternative plans for coverage in respect to Blue Cross, Blue Shield, Delta Dental, and legal defense protection, all of which are referred to in the collective bargaining agreement.

The union has represented that if during the course of the new collective bargaining agreement, the City desires to institute an alternative plan or plans in the foregoing regard, the union will be receptive to discussion concerning same and to the extent that the union is satisfied that substantially equivalent coverage is to be made available under the City's alternative plan, the union will not unreasonably withhold agreement regarding the same. *Subject to ratification by members of the union*

Please confirm, on behalf of Local 799, IAFF, all mutual understanding in the foregoing regard, by executing this document on behalf of Local 799, IAFF at the space provided below.

Very truly yours,

  
PATRICK A. LIGUORI

PAL:dd

LOCAL 799, IAFF

  
Harry Hoopis, Esq.

## Agreement

Pursuant to the provisions of Chapter 28-9.1 of the General Laws of the State of Rhode Island, 1956, as amended, entitled, "An Act to Provide for Settlement of Dispute Concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Fire Department", this Agreement is made and entered into this *19<sup>TH</sup>* day of *JUNE*, 1985 by and between the CITY OF PROVIDENCE (hereinafter referred to as the "City") and LOCAL 799, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, (hereinafter referred to as the "Union").

## PREAMBLE

The Union acknowledges and recognizes that the City has in the past years embarked on a systematic program to raise the level of fire protection in the City of Providence by the periodic purchase of new fire department vehicles, apparatus and equipment and the rebuilding and refurbishing of current equipment and fire department facilities. The Union recognizes and acknowledges that at times the systematic program has put a temporary strain on existing fire department equipment and apparatus, and as a consequence, has caused the City to borrow equipment from surrounding communities in order to maintain its full level of fire effectiveness. The Union endorses what the City has done in this respect and endorses completely the City's plans to purchase new engines and ladder trucks and also new safety equipment.

## ARTICLE I

### Section 1 - RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for, and this agreement shall only apply to, all uniformed employees of the Providence Fire Department, excepting only the Fire Chief, Assistant Fire Chiefs, Deputy Assistant Fire Chief, Fire Battalion Chiefs, Fire Marshall, Fire Equipment Superintendent I, and Fire Equipment Superintendent II, for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours and working conditions.

The rights of the City and the rights of employees of the Fire Department under this agreement and under the Firefighters Arbitration Act and State Labor Relations Act shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions arising under this agreement.

### Section 2 - UNION SECURITY

The City agrees not to discharge or discriminate in any way against employees covered by the Agreement for Union membership or activities, and shall permit the use of bulletin boards in the fire station for the posting of notices concerning Union business and activities.

The City and the Union recognize that this is an agency shop agreement and in accordance with such, it is understood

that each employee who is a member of the bargaining unit herein above-defined, but who is not a member of the Union, shall be liable to contribute to the said Union as representation costs, an amount equivalent to such dues that are from time to time authorized, levied, and collected from the general membership of said Union. The City agrees to deduct the above amounts from the earnings of each of said employees so covered by this Agreement in accordance with Section 3 hereafter.

### Section 3 - DUES DEDUCTED

The City shall, at no expense to the Union, deduct Union dues weekly upon receipt of authorization of members of Local 799, who sign lawful deduction form cards to be supplied by the Local, and members must continue to pay dues for the duration of this contract. Authorization of dues deduction by a member of the Union may be revoked by thirty (30) days' notice, in writing, to the City Controller and to the Secretary-Treasurer of the Union such deductions in each month following the month of deduction. Dues deducted shall be forwarded by the City to the Secretary-Treasurer of the Union.

The Union agrees to indemnify the City and hold it harmless for any and all claims, liabilities, and costs incurred by the City as a result of the City's compliance with Section 2 and/or 3 of this Article, provided that this indemnification by the Union shall not apply in the event of the City's noncompliance with Section 2 and/or 3 of this Article.

#### Section 4 - NEGOTIATIONS

All employees covered by this Agreement who are officers of Local 799 or who are appointed by Local 799 as members of that committee's collective bargaining negotiating team (said negotiating team not to exceed ten (10) in number) shall be allowed time off for official Union business in negotiations or conferences with the City Administration, Commissioner of Public Safety and/or Chief of the Department, with pay, and without the requirements to make up said time; except that this provision for time off, with pay, shall not apply to more than three (3) members at one time.

#### Section 5 - UNION ACTIVITIES

Elected Union officials, President, Vice-President, Secretary-Treasurer, and five (5) Executive Board Members who are on duty shall be granted time off with pay to attend (a) all scheduled Local Union meetings and (b) as delegates, not to exceed four (4) in number, to IAFF National Conventions and State AFL-CIO Conventions. The Chief of the Department may deny such time off in case of emergency.

### ARTICLE II

#### MANAGEMENT RIGHTS

The City retains all rights and responsibilities granted by law to manage, control and direct its Fire Department except as

specifically abridged herein by the provisions of this Agreement.

The City shall retain the right to issue, after forty-eight (48) hours written notice to the President, Vice-President or Treasurer of the Union, through the Chief of the Department, Rules, Regulations and General Orders covering the internal conduct affecting personnel and general personnel procedures of the Fire Department. Union officials will be permitted to meet with the Commissioner of Public Safety or the Chief of the Department, and they will make themselves available, in such forty-eight (48) hour period, to discuss the changes affecting personnel or general personnel procedures by the Rules, Regulation or General Order for which notice was given. If agreement cannot be reached between the Union officials and the Department officials, the dispute will be subject to the grievance procedure up to, but excluding, the arbitration step, except in the case of a violation of the forty-eight (48) hour notice provided herein, or in the event that the proposed Rule, Regulation or General Order violates a specific provision of this Agreement, then a resort to arbitration shall be permitted.

### ARTICLE III

#### SENIORITY

Seniority of employees shall be computed in each rank from the date of original appointment to that rank.



## ARTICLE IV

### Section 1 - VACANCIES

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.

### 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 1-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 for 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.

### 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, 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.

#### Section 4 - PROMOTIONS

A. Promotion to the rank of Lieutenant, Fire Prevention Lieutenant, Fire Prevention Captain, Rescue Lieutenant, Rescue Captain, Man in Charge of Operational Control, Chief Dispatcher and Captain shall be made on a competitive basis prescribed by the present regulations of the fire department. No member of the bargaining unit shall be eligible for promotion to the rank of Rescue Lieutenant except after two (2) years total service within the rescue squad, and the members shall also possess a E.M.T.A certificate. Seniority for members permanently assigned to Rescue shall begin from the date the member was permanently assigned to Rescue. Seniority for members going into a permanent

assignment to rescue shall include time from original date of appointment plus time served on details to Rescue, provided, however, that said time served on details for Rescue shall be for at least a continuous six (6) month period. No member of the bargaining unit shall be eligible for promotion to Fire Prevention Lieutenant except after two (2) years continuous service within the fire prevention bureau as a fire prevention inspector/investigator.

B. No firefighter shall take a promotional test in a division of the fire department if he has taken a test in any other division in a period for two (2) years. The City shall have the Division of Training offer a minimum of one (1) school per year for firefighters and this school will be for the purpose of awarding points for promotions.

C. Promotion to the rank of Fire Prevention Captain shall be made on a competitive basis described by the fire department, provided, however, in the event there is one (1) Lieutenant, the examination shall be available to all Lieutenants in the fire department and in the event there are two (2) or more Lieutenants the examination shall be limited to the Lieutenants in Fire Prevention.

#### Section 5 - REVIEW OF EXAMINATION PAPERS

The examination papers of those members qualifying to enter promotional school may be made available for inspection by members who took the examination at the office of the Division of Training for a period of one (1) week after publication of the qualifying list.

## ARTICLE V

### Section 1 - DUTIES

The duties of the members of the Fire Department shall consist of prevention, control, extinguishing of fire, and emergency medical services, together with the necessary auxiliary administrative and service functions presently conducted by the Fire Department, and other governmental duties, such as filling municipal swimming pools, pumping of cellars and building inspection, as are or may be prescribed by the Commissioner of Public Safety. Non-governmental duties shall be performed only with the consent of the Union President or Vice President. Daily station work of companies, such as cleaning of apparatus, equipment and company quarters, shall be carried out according to the past personnel practices. Beds will be made up daily by the individuals who last used them.

The shutting off of fire hydrants will not be required of firefighters except in cases of emergency.

Members of the Department shall comply with the Rules and Regulations issued by the Department as they are amended from time to time, and shall comply with General Orders and directives as they are issued, provided such General Orders and directives shall not violate or abridge any specific provision of this agreement, in which case the grievance and arbitration provisions of this agreement shall apply.

### Section 2 - DETAILS TO OTHER UNITS

Active members of the Providence Fire Department whose duties are as defined in Article V, Section 1, shall not be

detailed to other City Departments. The detail from one unit to another within the Fire Department shall be the responsibility of the Chief Officers of the Department, subject to the approval of the Chief of the Departemnt.

## ARTICLE VI

### Section 1 - HOURS

The regular work week for members of the Fire Fighting Force shall be an average of forty-two (42) hours. The regular work week of the other divisions shall not exceed an average of forty (40) hours except that for members on duty in the Department of Communications the regular work week shall not exceed thirty-six (36) hours. All fire inspectors shall be firefighters.

### Section 2 - SUBSTITUTIONS

A. Members of the Department shall be permitted to substitute with members of equal rank within the Department, provided however, that within the same company officers shall be permitted to substitute with officers or acting officers. No substitutions shall be permitted when Departmental emergency conditions shall exist, unless the substituting members is on a ninety-six (96)-hour leave of absence. All requests for substitution shall be made on the proper forms and in accordance with the Department Rules and Regulations. Substitutions, other than Two-hour Relief Substitutions or Emergency Substitutions, must receive the permission of the appropriate Chief Officer twenty-four (24) or more hours in

advance. Substitutions shall not be allowed for the purpose of engaging in outside employment. A member who substitutes for another member shall not be entitled to any additional pay for said hours worked in substitution over and above his own tour of duty.

**B. TWO-HOUR RELIEF SUBSTITUTIONS**

The right to substitute within the same company for two (2) hours or less shall be permitted and the right to substitute outside a company for the same period may be permitted, provided that all of the following conditions are met:

(a) The substitute shall be qualified to perform all of the duties of the member for whom he is substituting.

(b) The substitute must report to the officer in command in proper uniform before relieving the member or whom he is substituting.

(c) The member substituting shall enter the time, his name and the name of the member for whom he is substituting in the Company Journal.

(d) If any Departmental emergency exists, the Chief or Acting Chief of the Department may suspend this privilege.

(e) Substitutions may be made at any time provided the member shall notify the officer-in-charge within one hour after the 8:00 a.m. or 6:00 p.m. time signal which starts a tour.

**C. EMERGENCY SUBSTITUTION**

(a) Substitution requires titled "Emergency" shall be granted with approval of the company officer, upon the filing

of the proper forms with the member's respective company officer.

(b) In the absence of the member, the member's company officer is hereby authorized to print member's name on #7 of the proper substitution form and make note thereof.

### Section 3 - OVERTIME

All hours worked in excess of ten (10) hours on any day tour, or fourteen (14) hours on any night tour, shall be compensated for at the overtime rate of pay hereinafter set forth; provided, however, that members of other divisions who normally work shorter tours shall be compensated for hours worked in excess of a normal tour at any overtime rate of pay as hereinafter set forth; provided, that members held overtime for snow removal work or other emergency work (not including firefighting) shall be guaranteed a minimum of one (1) hour's pay, and all overtime worked in excess of one (1) hour shall be compensated for to the next one-half (1/2) hour, and provided further that overtime shall be paid when men are held over at a fire already in progress while waiting for relief, and the men are held more than one-half (1/2) hour.

### Section 4 - CALL-BACK PAY

Employees called back for duty shall be compensated for a least four (4) hours, in the event the overtime actually worked is less than four (4) hours, at the overtime rate of pay hereinafter set forth.

### Section 5 - OVERTIME RATE OF PAY

The hourly rate of overtime pay shall be equal to time and one-half of one-fortieth (1/40) of the employee's weekly



salary. Overtime will be paid on the pay day of the second week following the calendar week in which the overtime is worked.

#### 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.

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 function, 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 opportunity to receive a short call-back.

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

Thanksgiving, the night preceding, 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 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 callback.

## 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 (1) 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, and in each calendar year thereafter, twenty-one (21) working days' vacation. A member who completes seventeen (17) years of service prior to January 1, 1986 shall receive twenty-one (21) working days' vacation in calendar year 1986 and in each calendar year thereafter. A member who completes fifteen (15) years of service prior to January 1, 1987 shall receive twenty-one (21) working days' vacation in calendar year 1987, and in each calendar year thereafter.

(e) One (1) vacation day shall be added to the above schedule for calendar year 1986 and another vacation day shall be added for calendar year 1987.

## Section 2 - VACATION PERIOD

The vacation period in any calendar year shall run from January 1 to December 31.

## Section 3 - VACATION REQUESTS

All vacation requests shall be submitted to the Chief of Department no later than November 1 of the year previous to the vacation choice.

The completed vacation schedule shall be posted at least two (2) weeks before the start of the calendar year in which the vacation is to be taken. A completed vacation list shall

be posted prior to January 1 each year in all stations.

Section 4 - VACATION SCHEDULE FIREFIGHTING FORCE

A. A total of forty-four (44) firefighters, eleven (11) from each platoon shall be permitted to be on vacation in any vacation period. Vacations within each platoon shall be selected in the order of departmental seniority of firefighters within the platoon, provided, however, that officers in a platoon shall select their vacation before privates and according to departmental seniority in rank in the platoon; provided further, however, that one (1) rescue lieutenant from each platoon shall be permitted to be on vacation in addition to the forty-four (44) firefighters contained herein.

(1) Once a firefighter has selected a portion of his vacation, he shall not be eligible to select the balance of his vacation until all firefighters in the platoon have made their first selection.

(2) The vacation period of any firefighter in a platoon shall commence on the first working day or night in any calendar week that he is scheduled to work.

(3) Any firefighter on vacation for any day during a vacation period shall be counted as one of the firefighters on vacation for the entire period.

B. In the event that a firefighter was unable to take his vacation during the period in which he selected his vacation because he was on an "injured on duty" status, and he was unable to take his vacation during the remainder of the calendar year, he will be permitted to accumulate his unused vacation in the next calendar year.

C. If, in the judgment of the Chief of the Department, the schedule reduces the manpower available below the level of safe operation, or in the event adequate personnel are not available, the Chief of the Department may vary either schedule accordingly.

#### Section 5 - VACATION SCHEDULES, SPECIAL SERVICES

Vacations for members of the special services division as defined in department regulations shall be chosen by rank on a seniority basis within each special service division. The number of men allowed on vacation at one time shall be subject to the operation requirements of the particular division in accordance with past practices.

#### Section 6 - SPECIAL VACATIONS

Special vacations approved by the Chief of the Department shall not reduce the number of regular vacations schedule for the period in which the special vacation is taken. The special vacation shall be charged against the employee's vacation credits.

#### Section 7 - SPLIT VACATIONS

A. Any firefighter who is entitled to eight (8) days vacation shall have the option of splitting his vacation into two (2) four (4) day vacations.

B. Any firefighter who picks out a vacation between June 1 and September 30 may only take eight (8) consecutive working days vacation in that period.

C. Any firefighter entitled to more than eight (8) days vacation shall have the option of splitting his vacation.

D. The Chief of the Department shall have the right to vary the schedule of any vacations under this section in case of emergency.

#### Section 8 - PAID HOLIDAYS

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

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

Rhode Island Independence Day

V-J Day

Easter Sunday

Independence Day

Labor Day

Columbus Day

Armistice Day

Thanksgiving Day

Christmas Day

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

### 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 Four Hundred Fifteen Dollars (\$415.00), (Effective January 1, 1987 - \$465.00). The clothing maintenance allowance for all other members of the Department who normally wear dress uniforms including chiefs' aides, shall be Four Hundred Forty-Five Dollars (\$445.00), (Effective January 1, 1987 - \$495.00).

B. 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. 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.

C. The City agrees to issue one completed station uniform yearly to all members. The station uniform will consist of a shirt, pants and shoes. Members whose station uniform consist 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 fire anniversary date of his appointment.

#### ARTICLE IX

##### Section 1 - LEAVE OF ABSENCE

A. Leave of absence shall accrue at the rate of 1 1/4 days per month accumulative to fifteen (15) days per year. The maximum number of leave of absence days which may be accumulated shall not exceed 140 working days; provided, however, that only one hundred twenty (120) working days will be applied to Section 3 of this Article entitled, SEVERANCE PAY; provided, however, that the Commissioner of Public Safety may grant an additional ninety (90) working days leave to members with five (5) years service or more within the Department. At the completion of the training period and after appointment at the Fire Department for a period of six (6) months, a firefighter shall be credited with fifteen (15) working days' leave of absence. An employee may borrow up to fifteen (15) days of sick leave which must be repaid from future monthly sick leave credits or from future compensation.

B. A member of the bargaining unit will have deducted from his accumulated leave of absence only those days he was

scheduled to work which were not worked because of leave under this Article.

## Section 2 - REASONS FOR LEAVE OF ABSENCE

Leave of absence for members of the Fire Department shall be granted for the following defined reasons:

A. Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his present position.

B. Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only.

C. Death of a mother, father, wife, child, brother, sister, mother-in-law, father-in-law, grandparent, step-parent, or other members of the immediate household, provided that in such cases the leave shall not extend more than one day beyond the date of burial of said deceased person and provided further that in the cases of employees of the Jewish faith, said leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the day of burial; provided further, however, said leave of absence shall not be chargeable to sick leave. A death certificate or affidavit may be required.

D. Death of other relatives provided that in such cases the leave with pay shall be for not more than one (1) day to permit attendance at the funeral of said person. A death certificate and affidavit may be required.

E. Attendance upon members of the family within the household of the employee whose illness requires the care of

such employee; provided that not more than seven (7) working days with pay shall be granted to the employee for this purpose in any quarter, nor for more than fifteen (15) working days in any one calendar year. In case of emergency, the leave may be extended. (Employees can be required to sign an affidavit stating that there is no possible way to make other arrangements.)

F. Sick leave may be taken without a doctor's certificate for two (2) days, but an employee on sick leave may be examined at any time by a doctor selected by the Chief or Acting Chief of the Department, at the expense of the Department.

G. The Chief of the Department may require a physician's certificate or other satisfactory evidence in support of any request for sick leave, provided the employee affected has been told on the occasion of his last prior absence for sickness that such evidence might be required for future sick leave request. However, such evidence shall be required for each sick leave with pay covering an absence of more than two (2) consecutive working days.

### Section 3 - SEVERANCE PAY

A. Severance pay will be paid to a firefighter upon retirement or upon the death of a firefighter prior to retirement as follows:

For severance pay purposes he will be credited with one-half (1/2) of his accumulated and unused days of leave of absence earned on and after October 1, 1969, and for each day

of such credited time he shall receive one (1) day's pay (one-fifth (1/5) of his weekly salary) at the time of retirement or death.

B. Commencing July 1, 1976, each member of the bargaining unit shall be entitled to be credited with severance pay upon retirement or upon death of the member prior to retirement as follows:

For severance pay purposes he will be credited with all his accumulated and unused days of leave of absence earned on and after July 1, 1976, and for each day of such credited time he shall receive one (1) day's pay (one-fifth (1/5) of his weekly salary) at the time of his retirement or death.

#### ARTICLE X

##### Section 1 - INJURIES

A. Members of the bargaining unit who are injured in the line of duty shall receive full salary while their incapacity exists or until they are placed on disability retirement. Whenever a member of the bargaining unit who is temporarily serving in a higher rank is injured in the line of duty, he shall be compensated at his higher rank so long as the incapacity exists. All injuries and recurrences of injuries shall be reported as required by department regulations

B. In the event that a member of the Fire Department who is injured in the line of duty is assigned to special duty on the ground that he cannot perform the duties of his permanent assignment (1) objects to an assignment to special

duty because of his ability to perform the duties of his permanent assignment of (2) after working on the special assignment without objection, is not returned to his permanent assignment upon his request, he may submit either issue to the grievance procedure provided herein.

#### Section 2 - HYPERTENSION-HEART ATTACK-CANCER

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 duties as a firefighter and he shall be entitled to all of the foregoing benefits 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.

#### Section 3 - MEDICAL CARE FOR INJURIES

Medical care for those injured in the line of duty shall be as follows:

A. Those members injured in the line of duty whose condition requires hospitalization shall be sent to a hospital and shall have the right to select a physician from the staff of that hospital. The choice shall be made by the injured person, or, if his condition prevents him from making his choice, by a resident physician at the hospital. The physician so selected shall be the injured member's private physician.

B. In other cases involving injuries in the line of duty which do not require hospitalization, the injured individual shall have the right to be treated by a physician of his own choice.

C. When a member has suffered a minor injury in the line of duty which does not require the care of a physician, a report on the injury and treatment shall be made to the Chief of the Department in accordance with regulations.

D. When a member has suffered an injury in the line of duty and subsequently claims a recurrence of that injury, he shall then be examined by the Department physician. If the Department physician finds that the present condition is not related to the previous injury, the member then shall be entitled to be examined by a physician who attended him for the original injury. If the opinion of the member's physician is in conflict of that of the Department physician as to whether or not the member's condition is a recurrence of a previous injury in the line of duty, then a third physician mutually agreeable to the be conclusive on the parties. If it is finally determined that said injury is a recurrence of the previous injury in the line of duty, the Department shall be responsible for payment of the member's medical expenses.

E. The City agrees to pay all expenses for inoculation or immunization shots for members of an employee's family when such become necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty.

F. A member shall have a respiratory examination every two (2) years on his individual request. The examination shall be arranged by the City and shall be at the City's expense. In the event another examination is required by the City of Providence, the cost of said re-examination shall be borne by the City.

G. Whenever an injury or sickness for which benefits are paid either under the provisions of Article IX or this Article of the Collective Bargaining Agreement, or under the provisions of 45-19-1 are caused under circumstances creating a legal liability in some other person or entity other than the City of Providence to pay damages in respect thereof, the City shall be subrogated to the rights of the member of the bargaining unit to recover damages from said third party to the extent of its payments made hereunder subject to the concept of comparative negligence.

The City agrees to defray all funeral and burial expenses of any member killed in the line of duty up to a maximum of Three Thousand Dollars (\$3,000.00).

H. The City agrees to pay all medical bills within ninety (90) days of the date of submission.

#### ARTICLE XI

##### RULES

A verbal order of departmental or district application intended to remain in force for more than eight (8) days shall

be confirmed by a written order from the Chief of the Department.

## ARTICLE XII

### Section 1 - SALARY FOR THE FIREFIGHTERS

Salaries for the firefighters of the City of Providence shall be as follows and pension contributions shall be based upon the following:

	<u>July 1, 1985</u>	<u>July 1, 1986</u>
Fire Captain	\$544.69	\$576.83
Fire Prevention Captain	544.69	576.83
Fire Rescue Captain	544.69	576.83
Captain Dispatcher	544.69	576.83
Man in Charge Carpenter Shop	544.69	576.83
Fire Lieutenant	499.31	528.77
Fire Prevention Lieutenant	499.31	528.77
Rescue Lieutenant	499.31	528.77
Lieutenant-Dispatcher	499.31	528.77
Chauffeur on Rescue	476.13	504.22
Fire Medic (as long as certified)	476.13	504.22
Grade 1 Firefighter		
1st year after appointment	453.36	\$480.11
Firefighter Grade 2	439.74	465.68
Firefighter Grade 3	405.88	429.83

### Section 2 - BI-WEEKLY PAYROLL

The City shall have the option of instituting a bi-weekly payroll period, and shall arrange to have a weekly salary available to any firefighter who once requests it. If a bi-weekly payroll period is instituted, all adjustments to salaries may be made bi-weekly.

### 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



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

The payment shall be made as follows:

<u>Percentage of</u> <u>Annual Salary</u>		<u>Service as of June 30th</u> <u>of Current Contract</u>
<u>6/30/86</u>	<u>6/30/87</u>	
5%	6%	5 to less than 10 years
6%	7%	10 to less than 15 years
7%	8%	15 to less than 20 years
8%	9%	20 years and over

## ARTICLE XII

### Section 1 - BLUE CROSS, PHYSICIANS SERVICE

A. 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, including but not limited to Chiropractic Rider, Prescription Drug Program, Vision Care Program, Major Medical - Lifetime, maximum of One Million Dollars, Students to 23, Medical Emergency Rider, Mental Health Rider, for all employees covered by this Agreement, subject to the rules and regulations of those corporations. In the case of an unmarried member, individual coverage is to be furnished.

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.

#### Section 2 - LIFE INSURANCE

The City shall pay for Life Insurance of Twenty Thousand Dollars (\$20,000.00) on the life of each member of the bargaining unit. Effective July 1, 1986, life insurance shall be increased to Twenty Five Thousand Dollars (\$25,000.00).

#### 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.

#### 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.

#### ARTICLE XIV

##### PROTECTION OF FIREFIGHTERS

It shall be the duty of the Fire Department to provide a safe and sheltered place for every firefighter to ride while responding to fires and other emergencies. Present apparatus shall be equipped with enclosures during the term of this Agreement. All new firefighting apparatus accepted by the Department after October 1, 1969 shall be equipped with bullet-proof lexan windows and enclosures.

A. Operating procedures during a civil disturbance shall be in accordance with the emergency operating procedures, Civil Disturbances of the Fire Department, Series 1969, General Order dated July 31, 1969.

B. During the term of this Agreement the City agrees to install exhaust fans or other adequate ventilation equipment in those firehouses where diesel exhaust is a problem.

#### ARTICLE XV

##### AUTOMOBILE ALLOWANCE

Members of the Department who are required to use their private automobiles in the fulfillment of their duties shall be reimbursed by the City at the rate of Seventy-Five Dollars (\$75.00) per month.

The City shall pay said automobile allowance by the tenth (10th) of the month following each quarter.

#### ARTICLE XVI

##### Section 1 - GRIEVANCE PROCEDURE

Alleged grievances of the members of the bargaining unit in respect to wages, rates of pay or other terms and conditions of employment arising under this contract or in connection with the interpretation thereof shall be handled in accordance with the following grievance procedures:

A. A member having a grievance shall present his grievance to his immediate superior, either personally or through his Union Steward. Every effort shall be made to resolve grievances on this level before resorting to formal procedures. A grievance remaining unresolved after the foregoing procedure shall be referred to the appropriate Chief Officer who shall make a serious and sincere attempt to settle the complaint. Local 799 shall have the right to initiate a grievance concerning matters of general application for all members of the bargaining unit.

B. If the procedures laid down heretofore fail to resolve the grievance, the individual shall, in writing, bring it to the attention of his district representative on the Executive Board of Local 799. Said Executive Board member shall, within five (5) days of the receipt of said grievance, arrange for the individual to present his alleged grievance at a meeting of the majority of the Executive Board to determine

the justification of the complaint. If, in the judgment of the Executive Board, the nature of the grievance justifies further action, it shall, through the President or Vice President, or the President's appointee of Local 799, carry the grievance to the Chief of the Fire Department.

C. The Chief of the Fire Department shall meet with the President or Vice President of Local 799 or the President's appointee within five (5) days of the receipt of request from said officer of Local 799. If either party feels it is necessary the individuals involved in the grievance shall be ordered to appear before the Chief of the Fire Department and the President or Vice President of Local 799 or the President's appointee for the purpose of testifying on the grievance within ten (10) days (unless otherwise agreed upon) of the first meeting between the Chief of the Fire Department and the President or Vice President of Local 799, the Chief shall render his decision in writing, a copy of the same to be delivered to the President of Local 799.

D. If the decision of Chief of the Fire Department is not acceptable to Local 799, the Union may request that the matter be referred to arbitration. The arbitration shall be initiated by Local 799 filing with the American Arbitration Association a notice of arbitration. The notice of arbitration shall be filed within ten (10) days of the receipt of the decision of the Chief above

The parties will be bound by the voluntary labor arbitration rules of the American Arbitration Association. The

decision of the arbitrator upon issues submitted to arbitration shall be final and binding on the City and the Union. The fees and necessary expenses of the arbitration proceeding shall be borne equally by the parties.

Each grievance will have to be initiated within ten (10) working days of the occurrence of the grievance, or, if neither the grievant nor the Union had knowledge of the occurrence at the time of its happening then within ten (10) days of the first such knowledge by either the grievant or the Union.

Cognizant of the statutory strike prohibition, the Association additionally agrees that neither it nor its members will engage in any strike, slowdown or concerted refusal to perform duties during the term of this Agreement, over any matter which is subject to final and binding arbitration under this article.

## ARTICLE XVII

### DETAIL PAY

1. All members of the bargaining unit who were required to report a private detail shall be guaranteed at least a minimum of four (4) hours pay at the rate of time and one-half.

2. Private details on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Easter Sunday, shall be compensated for at double the regular rate for detail pay. In determining whether the detail is worked on a

particular day or not, the day will be considered to commence at 8:00 a.m. on the day of the holiday up to 8:00 a.m. on the day following the holiday.

3. As illustrative of the foregoing, Christmas Eve will be considered as beginning at 8:00 a.m. on December 24th and ending December 26th at 8:00 a.m.

4. (a) All private detail assignments will be given out by the Fire Prevention Bureau. They will be projected in advance as far as possible. A detail list will be prepared July of each year by seniority in each rank of the members who desire private details.

(b) Whenever a private detail is given or refused, a copy will be sent to the President of the Union. The detail list will be posted in headquarters showing the disposition of all private details and will be open for inspection to any member of the department.

(c) Details will be assigned in accordance with seniority within the rank.

(d) Once a member has served a detail or has refused to serve a detail he shall not be assigned another one until all members have served a detail.

5. Any employee shall have the right to withdraw his name from the detail list at any time, but no employee's name shall be deleted from the detail list without his consent.

6. Any employee who may be injured while on a private detail shall be entitled to the same rights, privileges and benefits as if he were injured while performing his duties for

the City of Providence and shall be subject to all rules and regulations of the Providence Fire Department.

7. For every three (3) firefighters on detail there shall be a lieutenant; for each five (5) men on a detail there shall be a lieutenant and a captain.

8. The Union shall have at any time after six (6) months from the date of this Agreement to reopen the matter of the pay for detail pay as provided in Paragraph (1) hereof, also the details on which double pay is paid for details under Paragraph (2) hereof.

#### ARTICLE XVIII

##### Section 1 - BUREAU OF OPERATIONAL CONTROL

The Bureau of Operational Control shall consist of five (5) groups, with three (3) men permanently assigned to each group. The Bureau of Operational Control shall be headed by a Captain Dispatcher. Each group shall be headed by a Man in Charge. There shall be a total of five (5) dispatch lieutenants who shall be uniformed members of the unit.

#### ARTICLE XVIII

##### Section 2 FIRE PREVENTION BUREAU

The Fire Prevention Bureau shall consist of at least one (1) Fire Prevention Lieutenant and one (1) Fire Prevention Captain and as many fire prevention inspector/investigators as deemed necessary by the Chief of the Department.



## ARTICLE XVIII

### Section 3 - FIRE RESCUE CAPTAINS

There shall be at least three (3) Fire Rescue Captains.

## ARTICLE XIX

### MINIMUM MANNING

The City agrees to the following minimum manning 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) aides on duty. Special Hazards shall run with one man in addition to the three (3) men on the engine company. Whenever it is necessary to call back men to maintain this level of eighty-two (82) men, including three chiefs, the call-back shall be charged solely to the City.

In the event that a fourth rescue vehicle is placed in service, the additional two men required shall be in addition to the above minimum manning level of eighty-two (82) men, including three chiefs.

The level of manpower shall be increased to ninety-two (92) 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.

#### ARTICLE XX

##### SUSPENSION

The City agrees that any member suspended for a violation of a departmental regulation or for the commission of a crime shall be suspended with pay and shall be furnished a statement of charges within seven (7) days of said suspension. In addition, a department trial shall commence within twenty-one (21) days of the furnishing of said charges.

#### ARTICLE XXI

##### Section 1 - DISABILITY PENSION - MEDICAL SERVICES

The City agrees that it will pay any and all medical expenses incurred by any retired firefighter who has been placed on disability pension for medical services related to the injury or any recurrence of the injury which caused his disability and that it will reimburse such firefighter for the above expenses incurred, except that any amounts paid for medical expenses by any medical insurer will be subtracted from the amount which the City will pay.

## ARTICLE XXII

### MUTUAL AID

Whenever fire apparatus, excluding rescue 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 fire apparatus, excluding rescue 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.

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.

## ARTICLE XXIII

### CHILD OF FIREFIGHTER KILLED IN THE LINE OF DUTY

The Chief of the Department will prepare a regulation for the Rules and Regulations of the Fire Department which will give preference for appointment to the Fire Department of the child of any firefighter who is killed in the line of duty; provided said child meets all physical and mental qualifications for appointment and passes any examinations required of applicants.

#### ARTICLE XXIV

##### PENSION ESCALATION

The City agrees to increase the pension escalation clause of pension system from two percent (2%) to three percent (3%) forthwith, subject to the approval of the appropriate legislative bodies.

#### ARTICLE XXV

##### CO-OPERATION

The Union agrees that it will cooperate with the City in order to achieve maximum utilization of the members of the bargaining unit. To this end, the Union agrees that it will take all appropriate steps to discourage the abuse of sick leave or leave for injury on duty or other leaves under this Collective Bargaining Agreement and agrees that it will take affirmative steps to inform its membership of the impropriety of such abuse and possible disciplinary action taken against members of the Bargaining Unit who may be found guilty of such abuses.

#### ARTICLE XXVI

##### PRE-PAID LEGAL SERVICES

The City agrees to assume the full cost for coverage on a Pre-paid Legal Services Corporation of Rhode Island underwritten by Midwest Mutual Insurance Company which is supported by the Rhode Island Bar Association. The City shall assume the cost of the premium for coverage under the Basic

Midwest Policy for single members and the cost of the Family Plan Coverage for married members.

#### ARTICLE XXVII

##### COMPLETE UNDERSTANDING

This Agreement constitutes the entire agreement and complete understanding between the City and the Union arrived at as the result of collective bargaining, except such amendments hereto or modifications hereof as shall be reduced to writing and executed by the parties following the execution of this agreement.

#### ARTICLE XXVIII

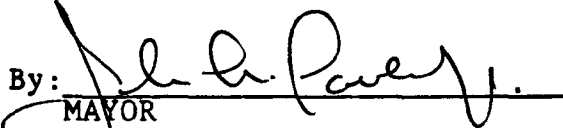
##### DURATION

This Agreement shall be for the term beginning July 1, 1985 and ending June 30, 1987.

IN WITNESS WHEREOF, the said City of Providence has caused this instrument to be executed and its corporate seal to affixed thereto by Joseph R. 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 Leo Miller, its President, thereunto duly authorized  
on the day or date first above written.

CITY OF PROVIDENCE

By:   
MAYOR

LOCAL 799, INTERNATIONAL  
ASSOCIATION  
OF FIREFIGHTERS, AFL-CIO

By:   
PRESIDENT

LETTER OF AGREEMENT

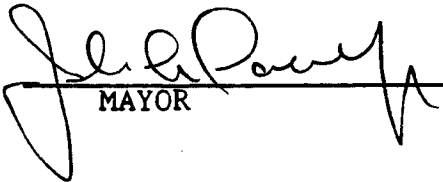
It is further agreed by the parties to the following:

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 17 day of June, 1985.

CITY OF PROVIDENCE

LOCAL 799, IAFF

  
MAYOR

  
PRESIDENT