

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 553

Approved September 25, 1967

RESOLVED, That the City Council does hereby ratify the terms and conditions of the accompanying agreement between the City of Providence and Providence Lodge No. 3 Fraternal Order of Police for the period beginning October 1, 1967 to September 30, 1968, and from October 1, 1968 to September 30, 1969, and authorizing His Honor the Mayor to execute said agreement on behalf of the City of Providence, and

BE IT FURTHER RESOLVED THAT His Honor the Mayor be and he hereby is authorized to execute said agreement on behalf of the City of Providence.

IN CITY COUNCIL

SEP 21 1967

READ and PASSED

Samuel J. Boyle
President
William A. C. C. C.
Clerk

APPROVED

SEP 25 1967

MAYOR

RESOLUTION
OF THE
CITY COUNCIL

THE COMMITTEE ON

Employee Relations

Approves Passage of
The Within Resolution

Vincent Vespi

Chairman

Sept. 11, 1967

Clerk

9/6/69	9/7/69
249 SAT., SEPT. 6, 1969 116	250 SUN., SEPT. 7, 1969 115

LAURENCE J. HOGAN
MARY C. HOGAN
EDWARD T. HOGAN
THOMAS S. HOGAN

HOGAN & HOGAN
ATTORNEYS AND COUNSELLORS AT LAW
FIFTH FLOOR
32 WESTMINSTER STREET
PROVIDENCE, RHODE ISLAND
02903

EDWARD T. HOGAN
1924-1953
TELEPHONE 421-3990
AREA CODE 401

August 22, 1967

Honorable Joseph A. Doorley, Jr.
City of Providence
City Hall
Providence, Rhode Island

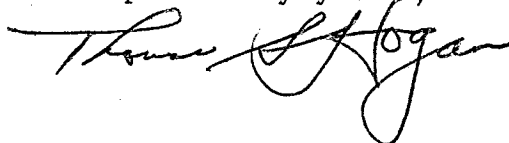
Dear Mayor Doorley:

Enclosed herewith is a new Page 8 and Page 8-A for the contract between the City of Providence and Providence Lodge No. 3, Fraternal Order of Police.

The change on Page 8 is simply a notation relative to the new Page 8-A. Page 8-A incorporates a provision which was agreed upon with the Commissioner of Public Safety.

It is my understanding that the contract is now ready for signature. We have the final copies ready and would appreciate receiving word from you as to the date for the execution of the contract.

Respectfully yours,



TSH:jeb

Enc:

LAURENCE J. HOGAN
MARY C. HOGAN
EDWARD T. HOGAN
THOMAS S. HOGAN

HOGAN & HOGAN
ATTORNEYS AND COUNSELLORS AT LAW
FIFTH FLOOR
32 WESTMINSTER STREET
PROVIDENCE, RHODE ISLAND
02903

EDWARD T. HOGAN
1924-1953
TELEPHONE 421-3990
AREA CODE 401

June 20, 1967

Vincent Piccirilli, Esquire
408 Industrial Bank Building
Providence, Rhode Island

Dear Vince:

Enclosed herewith are revised pages 10, 17, 18 and 21 of the proposed contract between the City of Providence and Providence Lodge No. 3, Fraternal Order of Police.

Enclosed also is letter covering the contract period October 1, 1968 to September 30, 1969 which has also been agreed upon.

I have the final copies ready for execution and have asked the Mayor by letter to set a date for the signing of the same.

Very truly yours,



TSH:efa
Enclosures (5)

June ,1967

City of Providence
City Hall
Providence, Rhode Island

Gentlemen:

At a vote of the general membership of Providence Lodge No. 3, Fraternal Order of Police, held on Tuesday, June 13, 1967, a majority of the members of said Lodge voted to accept two-one year contracts offered by the City of Providence, said contracts to terminate on September 30, 1968 and September 30, 1969 respectively.

Herein is enclosed an executed contract for the fiscal year commencing October 1, 1967 and ending September 30, 1968.

It is the understanding of Providence Lodge No. 3, Fraternal Order of Police, that for the fiscal year for the City of Providence beginning October 1, 1968 and ending September 30, 1969, the contract between said Providence Lodge No. 3 and the City of Providence, dated the day of , A.D. 1967, shall continue in full force and effect, except as the same is modified hereby.

It is further understood that the only change in said Agreement for the fiscal year beginning October 1, 1968 and ending September 30, 1969 shall be in Article XII which is hereby amended to read as follows for that fiscal year only:

"ARTICLE XII.

Section 1. SALARIES

Salaries for employees in the Police Department for the fiscal year beginning October 1, 1968 shall be as follows:

City of Providence
City Hall
Providence, Rhode Island

-2-

June ,1967

	<u>Fiscal Year 1968-1969</u>	
	<u>Weekly</u>	<u>Yearly</u>
Patrolman (upon appointment)	\$120.00	\$6,240.00
Patrolman (upon 12 months' service)	124.00	6,448.00
Patrolman (after 18 months' service)	127.00	6,604.00
Sergeant	143.00	7,436.00
Lieutenant	155.00	8,060.00
Captain	170.00	8,840.00

All patrolmen on night reliefs, except in the Detective Division and "C" Squad, shall receive as salary an additional One (\$1.00) Dollar per week over and above the above specified rates.

All employees in the Detective Division and "C" Squad shall receive, in addition to the above wages, the eight (8%) per cent additional compensation provided for in Article VI., Section 2 of this Agreement."

In all other respects said contract dated the _____ day of _____, A.D. 1967 shall be in full force and effect for the City's fiscal year beginning October 1, 1968 and ending September 30, 1969.

If this letter accurately sets forth the understanding which exists between the City of Providence and Providence Lodge No. 3, would you be good enough to execute one (1) copy and return to the undersigned.

Very truly yours,

PROVIDENCE LODGE NO. 3,
FRATERNAL ORDER OF POLICE

By _____

_____, 1967
Approved and accepted.
City of Providence

By _____
Mayor

A G R E E M E N T

Pursuant to the provisions of Chapter 54 of the Public Laws of the State of Rhode Island, 1963, entitled "An Act to Provide for Settlement of Disputes concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Employees of Police Departments", this Agreement is made and entered into this day of A.D., 1967, by and between the CITY OF PROVIDENCE and PROVIDENCE LODGE NO. 3, FRATERNAL ORDER OF POLICE (hereinafter called Providence Lodge No. 3).

PREAMBLE

Pursuant to the provisions of Chapter 54 of the Public Laws of Rhode Island, 1963, entitled "An Act to Provide for Settlement of Disputes Concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Employees of Police Departments", the City of Providence recognizes that the full-time policemen of the City of Providence have the Statutory right to bargain collectively with the City of Providence and to be represented by an organization in such collective bargaining as to wages, hours, rates of pay, working conditions and other terms and conditions of employment.

Nothing herein contained shall be construed to limit the right of the City of Providence to regulate, manage and control the Police Department of the City except as modified by the terms of this contract and except as specifically directed by said Chapter 54 of the Public Laws of the State of Rhode Island, 1963, reference to which has previously been made.

This Agreement is subject to the provisions of said Chapter 54 of the Public Laws of Rhode Island, 1963, wherein the full-time policemen who are subject to its terms, shall have no right to engage in any work stoppage, slowdown or strike.

The word "employee" when used in this Agreement shall mean all full-time police, from the rank of patrolman up to and including the rank of Captain, including all policewomen.

ARTICLE I.

Section 1. RECOGNITION

The City of Providence recognizes Providence Lodge No. 3, as the exclusive bargaining agent for all full-time policemen from the rank of Patrolman up to and including the rank of Captain, including all policewomen, for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours, working conditions and other terms and conditions of employment.

The rights of the City of Providence and employees of the Police Department shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

Section 2. EMPLOYMENT SECURITY

The City of Providence agrees not to discharge or discriminate in any way against any employee of the Police Department for membership or legitimate activities in Providence Lodge No. 3.

Section 3. DUES DEDUCTION

The City of Providence shall deduct Providence Lodge No. 3

dues upon receipt of authorization of members of Providence Lodge No. 3 who shall sign deduction form cards to be supplied by the Lodge. The City of Providence shall forward to the Financial Secretary of Providence Lodge No. 3 such deductions each month following the month of deduction.

Section 4. TIME OFF FOR BARGAINING

All employees covered by this Agreement, who are officers of Providence Lodge No. 3, or who are appointed by Providence Lodge No. 3 as members of said Lodge's Collective Bargaining Negotiating Committee, (not to exceed three (3)) shall be allowed time off with pay for official Lodge business in negotiations and/or conferences with the City Administration and without requirement to make up said time; provided, however, that the foregoing shall not be construed as limiting said Lodge's Negotiating Committee to three (3) members.

ARTICLE II.

Section 1. MANAGEMENT RIGHTS

The City of Providence shall retain the right to issue, through the Commissioner of Public Safety, rules and regulations governing the conduct of the Police Department.

ARTICLE III.

Section 1. SENIORITY

Seniority of employees shall be computed according to continuous service in each rank, except for patrolmen, where seniority shall be computed according to continuous service from the date of the original employment by the City at the start of said employees training period; provided, however,

as to any employee whose employment is interrupted for active service in the Armed Forces of the United States, such service shall be considered as part of said employee's continuous service, and, provided, further, that such service shall not be considered as continuous service if such employee re-enlists or continues his military service after the time of his original service period.

ARTICLE IV.

Section 1. VACANCIES - PATROLMEN'S RANKS

As far as possible, the Police Department shall continue to anticipate and plan for filling vacancies in the rank of Patrolman, as now covered by Ordinance and Department Orders.

Section 2. VACANCIES - OFFICERS' RANKS

As far as possible, the Police Department shall continue to anticipate and plan for filling vacancies in the officers' ranks as such ranks are or may be established by Ordinance, and shall have a promotion list available. The Police Department shall make promotions as soon as practicable after a vacancy occurs.

Section 3. PROMOTION

Promotions to the ranks of Sergeant, Lieutenant and Captain within the Police Department, shall be made on a competitive basis as prescribed by the regulations of the Police Department.

Any employee of the Providence Police Department who was accepted into the Department without the requirement

of a high school education shall be permitted to take any examination for promotion to higher rank even though Departmental rules and regulations may presently or in the future require a high school education in order to take any such examination.

ARTICLE V.

Section 1. DUTIES

The duties of the members of the Police Department shall consist of the repression and prevention of crime and the enforcement of the laws and ordinances of the City of Providence and the statutes of the State of Rhode Island and such other necessary auxiliary administrative, and service functions presently conducted by the Police Department, and such other duties as are, or may be, prescribed by the Commissioner of Public Safety in accordance with the provisions of the statutes of the State of Rhode Island in such cases made and provided.

Section 2. DETAIL TO OTHER DEPARTMENTS

The City of Providence agrees that employees of the Police Department whose duties are as defined in Article V, Section 1 above, shall be detailed to other departments of the City for the performance of police duties only.

Section 3. TRANSFER TO OTHER DIVISIONS

Transfers to different divisions within the Police Department shall be made by the Chief of the Department subject to the approval of the Commissioner of Public Safety.

ARTICLE VI.

Section 1. HOURS

The regular work week for all employees of the Providence Police Department covered by this Agreement, shall be forty (40) hours to be worked in five (5) eight (8) hour tours of duty, excluding one-half (1/2) hour for lunch on each tour of duty.

The hours of an employees normal tour of duty shall not be changed without his receiving at least four (4) hours advance notice if he is in the task force, and at least eight (8) hours advance notice for employees of other divisions. This provision, however, shall not effect the right of the Police Department to "Call Back" as provided elsewhere in this Agreement.

Failure to give such notice shall not excuse an employee from reporting for duty but such failure shall be construed as a call back subject to all of the provisions of this Agreement dealing with "Call Back" pay.

Section 2. OVERTIME

Except for employees in the Detective Division and "C" Squad, all employees who work in excess of their eight (8) hour tour of duty and their one-half (1/2) hour for lunch on any work day or night shall be compensated for any hour worked in excess thereof at the rate of straight time pay. It is further agreed that one full hour's pay, at the rate of straight time pay shall be paid for any time worked in any hour after completion of the regular eight (8) hour tour of duty and the one-half (1/2) hour lunch period.

All employees in the Detective Division and "C" Squad shall be paid additional compensation equal to eight (8%) per cent of their basic weekly salary and shall be compensated at the rate of straight time pay (including the eight (8%) per cent) for any and all hours worked in excess of forty-five (45) hours in any week. It is further agreed that one full hour's pay at said rate shall be paid for any time worked in any hour after completion of forty-five (45) hours in any work week.

The City agrees, as a matter of policy, to furnish meals to any employee who is required to work overtime over a regular meal time period.

Section 3. CALL BACK PAY

All employees covered by this Agreement, who are called back to duty, shall be compensated for at least four (4) hours at the rate set forth in Section 2 hereof.

Section 4. SUBSTITUTIONS

A. It is agreed that any employee covered by this Agreement who wishes to change his days off may either ask his superior in charge to change his days off, or he shall have the right to substitute with an employee of equal rank on his relief, with the permission of his commanding officer, provided that a notice of not less than twenty-four (24) hours is given to the commanding officer.

B. All employees covered by this Agreement shall be permitted to substitute with employees of equal rank on their Platoon concerning vacations, provided, that the employee seeking a substitution secures the permission of the Chief of the Department at least one (1) week in advance of said substitution.

C. No employee covered by this Agreement shall be compelled to commence his normal days off at 8:00 o'clock, A.M. *

* See Page 8-A

ARTICLE VII.

Section 1. VACATIONS

All employees of the Providence Police Department who have been continuously in the employ of the City of Providence for at least one (1) year, shall be entitled to an annual vacation of two (2) calendar weeks with pay during each succeeding year of their employment; all members of the Providence Police Department who have been continuously in the employ of the City of Providence for ten (10) years or more, shall be entitled to an annual vacation of three (3) calendar weeks with pay during each ensuing year of their employment.

For the purpose of determining date of employment with the City, the beginning date shall be the first day on which said employee began his present term of employment with the Police Department of the City of Providence.

Section 2. SENIORITY

Vacations shall be granted by bureaus according to rank and then according to seniority in the Department.

Section 3. PAID HOLIDAYS

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

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Memorial Day	Armistice Day
Fourth of July	Thanksgiving Day
Christmas	

Holiday pay shall be one-fifth (1/5th) of the employee's weekly salary and shall be paid to each employee over and above his weekly salary whether he works the holiday or not.

In furtherance of this provision, the City of Providence and Providence Lodge No. 3 have agreed upon a work schedule to carry out the foregoing provision.

Nothing in this Section shall be construed to entitle any employee to overtime pay for any calendar week as a result of his working more than five (5) days in any calendar week nor shall it be construed to deprive any employee of a full weeks pay if he works less than five (5) full work days in any calendar week. Providence Lodge No. 3, on behalf of the employees covered by this Agreement hereby expressly waives any right of any employee for overtime pay who as result of said work schedule works more than five (5) work days in any calendar week.

ARTICLE VIII.

Section 1. CLOTHING ALLOWANCE

The clothing allowance for all members of the Providence Police Department, except motorcycle personnel, shall be One Hundred Five (\$105.00) Dollars per year. The clothing allowance for all motorcycle employees shall be One Hundred Fifty-Five (\$155.00) Dollars per year.

The City shall continue to replace and repair clothing and other personal property normally worn by employees in their regular duties when the same are destroyed or damaged in the course of said employee's duties.

The City shall furnish without cost any new issue or item of clothing or equipment required to be worn or used by Departmental regulation or order.

ARTICLE IX.

Section 1. SICK LEAVE

Sick leave shall be granted at the rate of fifteen (15) days per year accumulative to One Hundred Twenty (120) days per year; provided, however, that the Commissioner of Public Safety may grant an additional ninety (90) days' sick leave to members with ten (10) years of service or more within the Department.

Section 2. REASONS FOR SICK LEAVE

Sick leave for members of the Police 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. 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 one quarter, nor for more than fifteen (15) working days in any one calendar year. (Employees can be required to sign an affidavit stating that there is no possible way to make any other arrangements.)

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

D. Death of a mother, father, wife, child, brother, sister, mother-in-law and father-in-law, 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.

E. 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. (Affidavit may be required). In the case of the death of other relatives, employees on their short day off may elect to take either the tour of duty before or after the funeral as their time off.

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

G. Any employee on sick leave shall be paid his regular holiday pay for any and all holidays that occur while on such sick leave.

ARTICLE X.

Section 1. INJURIES

Members of the Police Department who are injured in the line of duty shall receive full salary while their incapacity exists, or until they are placed on disability retirement. All injuries and recurrences of injuries shall be reported as required by Department Regulations.

The City agrees that an employee will be considered as injured in the line of duty if such injury occurs at any time while such employee is actually performing police work for and on behalf of the City, even though said employee may not actually be on his regular tour of duty.

The City further agrees that once an employee reports for work, he is actually on duty and shall be covered under this section for any injuries sustained until his tour of duty is completed.

Section 2. MEDICAL CARE FOR INJURIES

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

A. Those employees covered by this Agreement injured in the line of duty whose condition requires hospitalization shall have the right to select their own hospital and their own physician. The choice shall be made by the injured person or if his condition prevents him from making his choice, by the officer in charge. The employee shall at all times have the right to change his

physician and to select a new physician. If the injured employee requires hospitalization and medical treatment outside the State of Rhode Island, he shall first secure the permission of the Chief of the Department for the same; which permission shall not unreasonably be withheld.

B. In other cases involving injuries in 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 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 Police Department physician.

If the Police Department physician finds that the present condition is not related to the previous injury, the member shall then be entitled to be examined by the physician who attends him for the original injury. If the opinion of the member's private physician is in conflict with that of the Police Department physician as to whether or not the member's condition is a recurrence of a previous injury in line of duty, then a third physician mutually agreeable to the Police Department physician and the member's physician shall examine said member, and the opinion of the physician so selected shall be conclusive, on the parties. If it is finally determined that said injury is a recurrence of a previous injury in line of duty, the Police Department shall be responsible for payment of member's medical expenses.

Section 3. MEDICAL EXPENSES FOR INJURIES OR ILLNESS IN LINE OF DUTY

The City of Providence agrees to pay for all expenses as set forth in Section 45-19-1 of the General Laws of Rhode Island, 1956, as amended, and further agrees that the time lost by said employee as the result of any injury received or sickness contracted in the performance of said employee's duty shall not be deducted from said employee's sick leave provided for in Article IX.

Section 4. MEDICAL EXPENSES FOR EMPLOYEE'S FAMILY

Subject to the approval of the Chief of the Department, the City of Providence agrees to pay all expenses for inoculation or immunization shots for members of an employee's family residing in his household when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee had been exposed to said disease in the line of duty.

Section 5. FUNERAL AND BURIAL EXPENSES

The City agrees to defray all funeral and burial expenses of any employee of the Police Department killed in the line of duty up to a maximum of One Thousand (\$1,000.00) Dollars.

Section 6. MEDICAL CARE FOR EMPLOYEES ON DISABILITY PENSION

The City recognizes that there is merit in the proposal of the Providence Lodge No. 3 that any employee covered by this Agreement who is placed on the accident or disability pension list for injuries or illnesses suffered or contracted in the line of duty be protected against medical expenses, doctors' fees and other related expenses thereafter incurred by such employee as a result of any recurrence or aggravation of said injury or illness which cause him to be so pensioned; however, both the City and

Providence Lodge No. 3 recognizes that there are numerous facets of the problem which must be explored and studied and, therefore, it is agreed by the City and Providence Lodge No. 3 that they will continue negotiations in this area with a view to arriving at a clause which will accomplish the objective of furnishing such protection to such employee.

ARTICLE XI.

Section 1. RULES AND REGULATIONS

The City of Providence agrees to furnish each member of the Police Department with a complete set of Rules and Regulations governing the Police Department.

ARTICLE XII.

Section 1. SALARIES

Salaries for employees in the Police Department for the fiscal year beginning October 1, 1967 shall be:

	<u>Weekly</u>	<u>Yearly</u>
Patrolman (upon appointment)	\$115.00	\$5,980.00
Patrolman (after 12 months' service)	119.00	6,188.00
Patrolman (after 18 months' service)	122.00	6,344.00
Sergeant	138.00	7,176.00
Lieutenant	150.00	7,800.00
Captain	165.00	8,580.00

All patrolmen on night reliefs, except in the Detective Division and "C" Squad, shall receive as salary an additional One (\$1.00) Dollar per week over and above the above specified rates.

All employees in the Detective Division and "C" Squad shall receive, in addition to the above wages, the eight (8%) per cent additional compensation provided for in Article VI, Section 2 of this Agreement.

ARTICLE XIII.

Section 1. GRIEVANCE PROCEDURE

Alleged grievances of members of the Police Department in respect to wages, rates of pay, working conditions or other terms or conditions of employment set forth in this Agreement and which arise under this Agreement or in connection with the interpretation thereof, shall be handled in accordance with the following procedure:

A. An individual having a grievance may either present his grievance to his immediate superior or he may present his grievance to the Executive Board of Providence Lodge No. 3 in accordance with the provisions of Paragraph B hereof. In the event a member presents his grievance to his immediate superior every effort shall be made to resolve the grievance on this level before resorting to formal procedures. If the grievance cannot be satisfactorily settled it may be referred by the employee involved to the appropriate Commander who shall make a serious and sincere attempt to settle the complaint.

B. Where an employee has brought his grievance to his immediate superior and has followed the procedure set forth in Paragraph (A) hereof and such procedure has failed to resolve the grievance, the individual may, in writing, bring the grievance to the attention of the Executive Board of Providence Lodge No. 3. An employee may also, in writing, bring his grievance directly to the attention of the Executive Board of Providence Lodge No. 3. Said Executive Board, 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 Executive Board. It shall

be the responsibility of the Executive Board to determine the justification of the complaint. If, in the judgment of the Board, the nature of the grievance justifies further action, it shall, through the President or Vice President of Providence Lodge No. 3, carry the grievance to the chief of the Providence Police Department.

C. The Chief of the Police Department or his delegate, shall meet with the President or Vice President of Providence Lodge No. 3 within ten (10) days of receipt of a request from said officer of Providence Lodge No. 3. If either party feels it is necessary, the individual or individuals involved in the grievance shall be ordered to appear before the Chief of the Police Department and the President or Vice President of Providence Lodge No. 3 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 Police Department and the President or Vice President of Providence Lodge No. 3, the Chief shall render his decision in writing, a copy of the same to be delivered to the President or Vice President of Providence Lodge No. 3.

D. If the decision of the Chief of the Police Department is not acceptable to Providence Lodge No. 3, a committee shall be created for the purpose of arriving at a final resolution of the problem. This committee shall be composed in the following manner: The Chief of the Police Department or some person designated by him as his representative; the President of Providence Lodge No. 3, or a member of that organization so designated by the President of Providence Lodge No. 3; a third disinterested member who shall be agreed upon by the first two members. If agreement

cannot be reached on the third member within five (5) days of the decision to follow this procedure, Providence Lodge No. 3 may request the assignment of an Arbitrator by the American Arbitration Association.

The decision handed down by this committee shall be submitted to the Commissioner of Public Safety and shall be binding in nature as to all matters, except matters of discipline within the department and personnel transfers, and as to those matters the decision shall be advisory in nature.

Fees and necessary expenses of the neutral member only shall be borne equally by the parties.

E. The parties hereto agree that Providence Lodge No. 3 shall have the right to designate an employee on the day shift who shall handle all grievances under this Agreement and who may act on behalf of any employee.

The City further agrees that such employee shall normally work the same tour of duty as the Commissioner of Public Safety and the Chief of the Police Department.

ARTICLE XIV.

Section 1. BLUE CROSS AND PHYSICIAN'S SERVICE

The City of Providence 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 Physicians Service, Plan A, 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.

ARTICLE XV.

Section 1. SENIORITY FROM NIGHTS TO DAYS

1. In the event of a vacancy in the day patrol or day foot traffic, the employee with the greatest seniority in either the day or night patrol and/or Traffic Division shall have the right to fill said vacancy.

2. In the event of a vacancy in the day motor-cycle ranks, the employee with the greatest seniority in the night motor-cycle ranks shall have the right to fill said vacancy unless there be an employee in the night patrol division who has greater seniority and has had prior motor-cycle experience, in which case said employee shall be entitled to fill said vacancy.

3. No employee, even though he may have the greatest seniority, shall be compelled to fill any vacancy but rather the choice to fill said vacancy shall be optional with any employee.

ARTICLE XVI.

Section 1. PENALTY HOURS

Hours imposed by the Trial Board shall not exceed forty (40) hours.

No extra hours imposed shall be worked on the employees' day off.

ARTICLE XVII.

Section 1. COURT TIME

Employees who are required to attend Court shall be compensated for all time spent in Court at their regular hourly rate of pay. Court time shall be based upon time actually spent at Court except for night men who are on short days, when it will be computed from 8:00 o'clock A.M.

All employees except those on short days off shall be compensated a minimum of four (4) hours for Court appearances; those employees who are required to attend Court on short days off shall be permitted to commence their next tour of duty late those numbers of hours which they have spent on Court time appearance.

All employees who are required to attend Court on short days off and who are in attendance for four (4) hours, or more shall be considered as having served a full tour of duty and shall not be required to report for work on said day.

ARTICLE XVIII.

Section 1. DETAIL PAY

1. All employees covered by this Agreement who are required to report for a private detail, shall be guaranteed at least a minimum of four (4) hours' pay at the rate of Three and 75/100 (\$3.75) Dollars per hour for patrolmen, Four and 25/100 (\$4.25) Dollars per hour for Sergeants, and Four and 75/100 (\$4.75) Dollars per hour for Lieutenants; and shall be further

compensated at the rate of Four and 25/100 (\$4.25) Dollars per hour for Patrolmen, Four and 75/100 (\$4.75) Dollars per hour for Sergeants, and Five and 25/100 (\$5.25) Dollars per hour for Lieutenants for each hour worked after four (4) hours.

2. In determining hours worked, any period of time worked in any hour shall be considered as one full hour.

3. Private details on Thanksgiving Day, Christmas Day, New Year's Eve, New Year's Day and Easter Sunday shall be compensated at the rate of Seven and 50/100 (\$7.50) Dollars per hour for Patrolmen, Nine (\$9.00) Dollars per hour for Sergeants, and Ten (\$10.00) Dollars per hour for Lieutenants.

4. The Chief of the Police Department shall maintain files on all details and appointments thereto shall be on a rotating basis as far as practicable.

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 Police Department.

7. For every three (3) man detail there shall be a sergeant.

8. All paid details requiring a plain-clothesman

shall be filled from members of either the Detective Division or the "C" Squad.

9. Providence Lodge No. 3 shall have the right 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 (3) hereof, provided, however, that any change in Paragraph (1) or (3) hereof shall not be effective until October 1, 1968.

ARTICLE XIX.

Section 1. NO STRIKE CLAUSE

In consideration of the right of employees covered by this Agreement to a resolution of disputed questions under the Grievance Procedures hereinbefore set forth, Providence Lodge No. 3 for itself and for all employees covered by this Agreement, hereby agrees that no employee covered by this Agreement shall have any right to engage in any work stoppage, slowdown or strike and that if any unauthorized work stoppage, slowdown or strike shall take place, it will immediately notify such employee or employees so engaging in such unauthorized activities, to cease and desist and shall publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized.

ARTICLE XX.

Section 1. DURATION OF AGREEMENT

This Agreement shall be for the term beginning

October 1, 1967 and ending on September 30, 1968.

IN WITNESS WHEREOF, the said CITY OF PROVIDENCE has caused this instrument to be executed and its corporate seal to be affixed by Joseph A. Doorley, Jr., its Mayor, thereunto duly authorized by the City Council of the City of Providence as of the day and year first above written, and the said PROVIDENCE LODGE NO. 3, FRATERNAL ORDER OF POLICE, has caused this instrument to be signed by

_____, its _____, thereunto duly authorized as of the day and year first above written.

In the presence of:

CITY OF PROVIDENCE.

By _____
Mayor

PROVIDENCE LODGE NO. 3.,
FRATERNAL ORDER OF POLICE

By _____

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 554

Approved September 25, 1967

RESOLVED, That the City Council does hereby ratify the terms and conditions of the accompanying agreement between the City of Providence and Local 799 International Association of Fire Fighters AFL-CIO for the period beginning October 1, 1967 to September 30, 1968, and from October 1, 1968 to September 30, 1969 and authorizing His Honor the Mayor to execute said agreement on behalf of the City of Providence, and

BE IT FURTHER RESOLVED, That His Honor the Mayor be and he hereby is authorized to execute said agreement on behalf of the City of Providence.

IN CITY COUNCIL

SEP 21 1967

READ and PASSED

Russell M. Smith
President
Vincent A. Smith
Clerk

APPROVED

SEP 25 1967

MAYOR

RESOLUTION
OF THE
CITY COUNCIL

THE COMMITTEE ON

Employee Relations

Approves Passage of
The Within Resolution

Vincent Vespa

Chairman

Clark

Sept 11, 1967

LAURENCE J. HOGAN
MARY C. HOGAN
EDWARD T. HOGAN
THOMAS S. HOGAN

HOGAN & HOGAN
ATTORNEYS AND COUNSELLORS AT LAW
FIFTH FLOOR
32 WESTMINSTER STREET
PROVIDENCE, RHODE ISLAND
02903

EDWARD T. HOGAN
1924-1953
TELEPHONE 421-3990
AREA CODE 401

June 16, 1967.

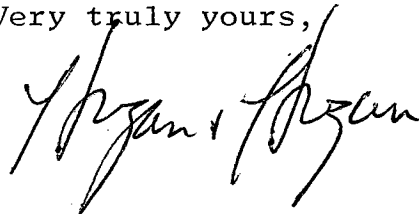
Vincent J. Piccirilli, Esquire
City Hall
Providence, Rhode Island

Re: Local 799, International Association
of Fire Fighters, AFL-CIO

Dear Vin:

In connection with the above proposed contract, we are enclosing herewith pages 20, 21, 22 and 23 to replace pages 20, 21 and 22 of the contract which you have in your possession.

Very truly yours,



ETH/dms
Enclosures

5/19/67

A G R E E M E N T

Pursuant to the provisions of Chapter 149 of the Public Laws of the State of Rhode Island, 1961, entitled "An Act to Provide for Settlement of Disputes Concerning Wages or Rates of Pay and other Terms and Conditions of Employment of Employees of Fire Department", this Agreement is made and entered into this day of , A. D. 1967, by and between the CITY OF PROVIDENCE and LOCAL 799, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO.

PREAMBLE

Pursuant to the provisions of state law, the City of Providence recognizes that the fire fighters of said City have the statutory right to bargain collectively with the City and to be represented by a labor organization in such collective bargaining as to wages, rates of pay, hours, working conditions and other terms and conditions of employment.

Nothing herein contained shall be construed to limit the right of the City of Providence to regulate, manage and control the Fire Department of the City except as modified by the terms of this contract. This Agreement is subject to the provisions of Chapter 149 of the Public Laws of 1961, wherein the fire fighters who are subject to its terms shall have no right to engage in any work stoppage, slowdown or strike.

ARTICLE I.

Section 1. RECOGNITION.

The City of Providence recognizes Local 799, I.A.F.F.,

AFL-CIO as the exclusive bargaining agent for all uniformed employees of the Providence Fire Department excepting only the Fire Chief, Fire Battalion Chiefs, Fire Alarm Superintendent, Fire Equipment Superintendent II, and Superintendent of Building Maintenance and Operation, for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours and working conditions.

The rights of the City of Providence and employees of the Fire Department shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

Section 2. UNION SECURITY.

The City of Providence agrees not to discharge or discriminate in any way against employees covered by this Agreement for union membership or activities.

Section 3. DUES DEDUCTION.

The City of Providence shall deduct union dues upon receipt of authorization of members of Local 799 who shall sign deduction form cards to be supplied by the Local. The City of Providence shall forward to the Secretary-Treasurer of the Union such deductions each month following the month of deduction.

Section 4.

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 requirement to make up said time; except that this provision for time off, with pay, shall not apply to more than three (3) members.

ARTICLE II.

Section 1. MANAGEMENT RIGHTS.

The City of Providence shall retain the right to issue, through the Commissioner of Public Safety, rules and regulations governing the internal conduct of the fire department.

ARTICLE III.

Section 1. SENIORITY.

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

ARTICLE IV.

Section 1. VACANCIES - PRIVATES' RANKS

As far as possible, the department shall continue to anticipate and plan for filling vacancies in the rank of private, as now covered by Ordinance and Department Orders.

Section 2. VACANCIES - OFFICERS' RANKS

As far as possible, the department shall continue to anti-

cipate and plan for filling vacancies in officers' ranks, and shall endeavor to have a promotion list available. The department shall continue to make promotions as soon as practicable after a vacancy occurs.

Section 3. TEMPORARY SERVICE OUT OF RANK.

Members of the fire fighting forces of the Providence Fire Department who are ordered to serve temporarily in a higher rank shall receive compensation, in addition to their regular pay, equal to one-half (1/2) of the difference between their rank and the next higher rank; provided such service shall be for at least a ten (10) hour day tour or a fourteen (14) hour night tour, for members of the fire fighting force.

Members of the special services of the Providence Fire Department who are ordered to serve temporarily in a higher rank, shall receive compensation, in addition to their regular pay, equal to one-half (1/2) of the difference between their rank and the next higher rank; provided that such compensation shall not be payable until the member has served for three (3) calendar days beginning with the date of commencement of such service out of grade. Upon completion of at least three (3) calendar days' service temporarily in higher rank, the member shall receive compensation, in addition to his regular pay, equal to one-half (1/2) the difference between his rank and the next higher rank, 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. PROMOTION.

Promotions to the rank of lieutenant and captain within the Fire Department, shall be made on a competitive basis as prescribed by the regulations of the Fire Department.

ARTICLE V.

Section 1. DUTIES.

The duties of the members of the Fire Department shall consist of prevention, control, and extinguishing of fires, together with the necessary auxiliary administrative and service functions presently conducted by the Fire Department, and such other duties as are, or may be prescribed by the Commissioner of Public Safety in accordance with the statute.

Section 2. DETAIL TO OTHER DEPARTMENTS.

The City of Providence agrees that active members of the Providence Fire Department whose duties are as defined in ARTICLE V, Section 1, and who are not on a sick or disability list shall be detailed to other departments upon the approval of the Chief of the Department, in accordance with past practice. The details from one unit to another within the Fire Department shall be the responsibility of the Battalion Chiefs, subject to the approval of the Chief of the Department, in accordance with past practices.

ARTICLE VI.

Section 1. HOURS.

The regular work week for members of the firefighting units shall be forty-eight (48) hours. The regular work week for members of the other divisions shall not exceed an average of forty (40) hours, except that for members on duty in the Bureau of Operational Control the regular work week shall not exceed thirty-six (36) hours.

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 substitution shall be permitted when Departmental emergency conditions shall exist. All requests for substitution shall be made on the proper forms in accordance with these Rules and Regulations. Substitutions shall not be allowed for the purpose of engaging in outside employment. Substitutions, other than Two Hour Relief Substitutions, or Emergency Substitutions, must receive the permission of the district Battalion Chief twenty-four (24) hours in advance.

B) TWO HOUR RELIEF SUBSTITUTIONS.

1. The right to substitute within the same company previous to the 8:00 A.M. and 6:00 P.M. Time Signal, for two hours or

less, shall be permitted, provided, however, 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 for 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 Department may suspend this privilege.

C) EMERGENCY SUBSTITUTION.

1. Substitution requests 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.

2. In the absence of the member, the member's company officer is hereby authorized to print member's name on line #7 of 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 fire fighting), 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 not be paid where men are held over at a fire already in progress while waiting for relief.

Section 4. CALL BACK PAY.

Employees called back for duty shall be compensated for at 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 one-fortieth (1/40th) the employee's weekly salary.

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 June 1 in any calendar year shall be entitled to a one (1) week 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, a two (2) consecutive week 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, a three (3) consecutive week vacation.

Section 2. VACATION PERIOD.

The regular vacation period shall be limited to the period between the first Sunday in April and the first Sunday in November by schedules established by the Chief of Department. Vacations may be permitted at other times by special permission of the Chief of Department.

Section 3. VACATION SCHEDULE.

Vacations for the Fire Force, as defined in Department Regulations, shall be chosen by rank on a seniority basis, in each number and in each district.

With all seven (7) numbers choosing, two (2) members will be allowed on vacation from each number in each district for each vacation period. Fourteen (14) members will be allowed on vacation in each district for each vacation period for a total of fifty-six (56) members of the Fire Force of the Department on vacation in each vacation period.

Vacations for members of the Special Service Divisions, as defined in Department Regulations, shall be chosen by rank on a seniority basis within each Special Service Division.

The number of members allowed on vacation at one time within each Special Service Division shall be subject to the operational requirements of the particular Division as determined by the particular Division Head in accordance with past practices.

If in the judgment of the Chief of Department, this schedule reduces the manpower available below the level of safe operation, or in the event adequate personnel are available, the Chief of Department may vary this schedule accordingly.

Section 4. SPECIAL VACATIONS.

Special vacations approved by the Chief of Department shall not replace a regular vacation choice and shall be in addition thereto rather than in substitution thereof.

Section 5. SPLIT VACATIONS.

Subject to the provisions of this paragraph, any employee, in each calendar year and following the anniversary date in which he completes ten (10) years of continuous service, and in each calendar year thereafter, shall have the option of taking two (2) consecutive calendar weeks during the regular vacation period and one (1) week outside the regular vacation period.

Two (2) members of the Fire Force from each number will be allowed to be on this split vacation schedule at any one time, unless, in the judgment of the Chief of Department, this schedule reduces the manpower available below the level of safe operation.

The number of members allowed on split vacations within each Special Service Division shall be subject to the operational requirements of the particular Special Service Division as determined by

the particular Division Head.

All split vacation requests shall be submitted to the Chief of Department no later than December 1, of the year previous to the vacation choice. Members shall be notified of action by the Chief of Department no later than January 1, of the effective year. Split vacations shall have preference over special vacations with the exception of emergencies.

Section 6.

It is understood that the vacation schedule shall be posted at least three (3) weeks before the start of the regular vacation period. It is further understood and agreed that this Article will be reviewed prior to the time when selection shall be made for vacations under the second fiscal year to determine whether additional men can be permitted on vacation during the regular vacation periods.

Section 7. PAID HOLIDAYS.

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

New Year's Day	Columbus Day
Washington's Birthday	Armistice (Veteran's) Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

Holiday pay shall be one-fifth (1/5th) the employee's weekly salary and shall be paid to each employee over and above his weekly salary, whether he works the holiday or not.

ARTICLE VIII.

Section 1. CLOTHING ALLOWANCE.

(A) The clothing allowance for members of the fire department in the fire fighting forces shall be Seventy-five (\$75.00) Dollars per year. The clothing allowance for all other members of the department who normally wear dress uniform, including chiefs' aides, shall be One Hundred Five (\$105.00) Dollars per year. Any protective clothing such as khaki uniforms, helmets, rubber or canvass coats, nighthitches and boots shall be replaced, or repaired at the City's expense when destroyed or damaged in line of duty.

(B) The clothing allowance above set forth shall be for the replacement of clothing and equipment 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.

(C) The City shall furnish members of the Rescue Squad with winter jackets, and shall furnish members of the Fire Alarm Line Crews with foul weather gear.

ARTICLE IX.

Section 1. SICK LEAVE.

Sick leave shall be granted at the rate of fifteen (15) days per year accumulative to one hundred twenty (120) days, per year, provided, however, that the Commissioner of Public Safety may grant an additional ninety (90) days' sick leave to members with ten (10) years' service or more within the department.

Section 2. REASONS FOR SICK LEAVE.

Sick leave 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) 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 one quarter, nor for more than fifteen (15) working days in any one calendar year. (Employees can be required to sign an affidavit stating that there is no possible way to make other arrangements).

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

(d) Death of a mother, father, wife, child, brother, sister, mother-in-law, father-in-law, or other member 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 day of burial.

(e) 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. (Affidavit may be required).

(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.

ARTICLE X.

Section 1. INJURIES.

Members of the Fire Department who are injured in the line of duty shall receive full salary while their incapacity exists, or until they are placed on disability retirement. All injuries and recurrences of injuries shall be reported as required by Department Regulations.

Section 2. MEDICAL CARE FOR INJURIES.

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

(a) Those members injured in 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 person's private physician.

(b) In other cases involving injuries in 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 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 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 the physician who attended him for the original injury. If the opinion of the member's private physician is in conflict with that of the Department physician as to whether or not the member's condition is a recurrence of a previous injury in line of duty, then a third physician mutually agreeable to the Department physician and the member's physician shall examine said member, and the opinion of the physician so selected shall be conclusive on the parties. If it is finally determined that said injury is a recurrence of a previous injury in line of duty the Department shall be responsible for payment of 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 becomes 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.

Section 3.

The City agrees to defray all funeral and burial expenses of any member "killed in the line of duty" up to a maximum of One Thousand (\$1,000.00) Dollars.

Section 4.

The City recognizes that there is merit in the proposal of Local 799 that any member placed on the accident or disability pension list for injuries or illness suffered or contracted in the line of duty, be protected against medical expenses, doctor's fees and other related expenses thereafter incurred by the member as a result of any recurrence or aggravation of the injury or illness which caused him to be so pensioned; however, both the City and Local 799 recognize that there are numerous facets of the problem which must be explored and studied and therefore, it is agreed by the City and Local 799, that they will continue negotiations in this area with a view to arriving at a clause which will accomplish the objective of furnishing such protection to such member.

ARTICLE XI.

Section 1. RULES.

A verbal order of departmental or district application intended to remain in force for more than one cycle shall be confirmed by a written order.

ARTICLE XII.

Section 1. SALARY FOR THE FIRE FIGHTERS.

Salaries for the fire fighters of the City of Providence shall be as follows:

	<u>Fiscal Year 1967-1968</u>	<u>Fiscal Year 1968-1969</u>
	<u>Weekly</u>	<u>Weekly</u>
Fire Equipment Supt. 1	\$ 158.00	\$ 163.00
Fire Captain	150.00	155.00
Fire Lieutenant	138.00	143.00
Fire Fighter - Grade 1 (End of 1st year after appointment)	122.00	127.00
Fire Fighter - Grade 2 (End of 6 months after appointment)	119.00	124.00
Fire Fighter - Grade 3 (Upon appointment)	115.00	120.00
Radio Engineer	138.00	143.00
Man in Charge of Rescue Squad Platoon	138.00	143.00
Chauffeurs on Rescue Squad Platoon	130.00	135.00

The City agrees that during the term of this Agreement rates of pay between comparable ranks of fire and police personnel shall be the same; unless the police personnel shall receive a higher salary as a result of arbitration

ARTICLE XIII.

Section 1. BLUE CROSS AND PHYSICIANS SERVICE.

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 Physicians Service, Plan A, 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.

ARTICLE XIV.

Section 1. AUTOMOBILE ALLOWANCE.

Members of the Department who routinely use their private automobiles in the fulfillment of their duties, shall be reimbursed by the City at the rate of Forty (\$40.00) Dollars per month. This section shall not be deemed to apply to cases where a member uses his automobile for transportation to and from work only.

ARTICLE XV.

Section 1. GRIEVANCE PROCEDURE.

Alleged grievances of the members of the Fire Department 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 procedure.

(a) An individual 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 Battalion Chief who shall make a serious and sincere attempt to settle the complaint.

(b) If the procedures laid down heretofore fail to re-

solve 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 a majority of the Executive Board. It shall be the responsibility 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 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 within ten (10) days of receipt of a 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 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 or Vice President of Local 799.

(d) If the decision of the Chief of the Fire Department is not acceptable to Local 799, a committee shall be created for the purpose of arriving at a final resolution of the problem. This

committee shall be composed in the following manner: The Chief of the Fire Department or some person designated by him as his representative; the President of Local 799, or a member of that organization so designated by the President of the organization; a third disinterested member who shall be agreed upon by the first two members. If agreement cannot be reached on the third member within five (5) days of the decision to follow this procedure, the Union may request the assignment of an Arbitrator by the American Arbitration Association.

The decision handed down by this committee shall be submitted to the Commissioner of Public Safety for his consideration and shall be advisory in nature.

Fees and necessary expenses of the neutral member only shall be borne equally by the parties.

ARTICLE XVI.

Section 1. DETAIL PAY.

1. All employees covered by this Agreement who are required to report for private detail, shall be guaranteed at least a minimum of four (4) hours pay at the rate of Three and 75/100 (\$3.75) Dollars per hour for privates; Four and 25/100 (\$4.25) Dollars per hour for officers, and shall be further compensated at the rate of Four and 25/100 (\$4.25) Dollars per hour for privates and Four and 75/100 (\$4.75) Dollars per hour for officers for each hour worked after four (4) hours.

2. In determining hours worked, any period of time worked

in any hour shall be considered as one full hour.

3. Private details on Thanksgiving Day, Christmas Day, New Year's Eve and New Year's Day, shall be compensated at the rate of Seven and 50/100 (\$7.50) Dollars per hour for privates, and Nine (\$9.00) Dollars per hour for officers.

4. The Chief of the Fire Department shall maintain files on all details and appointments thereto shall be on a rotating basis as far as practicable.

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 two (2) man detail, in addition, there shall be an officer.

ARTICLE XVII.

Section 1. TERM OF AGREEMENT.

This Agreement shall be for the term beginning October 1, 1967 and ending on September 30, 1969.

IN WITNESS WHEREOF, the said City of Providence has

caused this instrument to be executed by its corporate seal to be affixed by Joseph A. Doorley, Jr., its Mayor, thereunto duly authorized by the City Council of the City of Providence, as of the day and year first above written, and the said Local 799, International Association of Firefighters, AFL-CIO has caused this instrument to be signed by Enrico J. Landi, its President, thereunto duly authorized as of the day and year first above written.

In the Presence of:

CITY OF PROVIDENCE

By _____
Mayor

LOCAL 799, INTERNATIONAL ASSO-
CIATION OF FIRE FIGHTERS,
AFL-CIO

By _____
President

committee shall be composed in the following manner: The Chief of the Fire Department or some person designated by him as his representative; the President of Local 799, or a member of that organization so designated by the President of the organization; a third disinterested member who shall be agreed upon by the first two members. If agreement cannot be reached on the third member within five (5) days of the decision to follow this procedure, the Union may request the assignment of an Arbitrator by the American Arbitration Association.

The decision handed down by this committee shall be submitted to the Commissioner of Public Safety and shall be binding in nature as to the following matters as set forth in this Agreement by the various Articles and Sections hereof:

Union Security	Article I, Section 2
Dues Deduction	Article I, Section 3
Time Off For Union Business	Article I, Section 4
Seniority	Article III, Section 1
Vacancies	Article IV, Sections 1 & 2
Temporary Service Out of Rank	Article IV, Section 3
Promotions	Article IV, Section 4
Hours	Article VI, Section 1
Substitutions	Article VI, Section 2
Overtime	Article VI, Section 3
Call Back Pay	Article VI, Section 4
Overtime Rate of Pay	Article VI, Section 5

Vacations	Article VII, Section 1
Vacation Period	Article VII, Section 2
Vacation Schedule	Article VII, Section 3
Special Vacations	Article VII, Section 4
Split Vacations	Article VII, Section 5
Posting Vacation Schedule and Review of Same	Article VII, Section 6
Paid Holidays	Article VII, Section 7
Clothing Allowance	Article VIII, Section 1
Sick Leave	Article IX, Sections 1 & 2
Injuries	Article X, Sections 1, 2 & 3
Salaries	Article XII, Section 1
Blue Cross and Physicians Service	Article XIII, Section 1
Automobile Allowance	Article XIV, Section 1
Grievance Procedure	Article XV, Section 1
Detail Pay	Article XVI, Section 1

It is agreed that no other matters shall be considered appropriate matters for ^{agreement} arbitration.

Fees and necessary expenses of the neutral member only shall be borne equally by the parties.

ARTICLE XVI.

Section 1. DETAIL PAY.

1. All employees covered by this Agreement who are required to report for private detail, shall be guaranteed at least a minimum of four (4) hours pay at the rate of Three and 75/100 (\$3.75) Dollars

IN WITNESS WHEREOF, the said City of Providence has caused this instrument to be executed and its corporate seal to be affixed by Joseph A. Doorley, Jr., its Mayor, thereunto duly authorized by the City Council of the City of Providence, as of the day and year first above written, and the said Local 799, International Association of Firefighters, AFL-CIO has caused this instrument to be signed by Enrico J. Landi, its President, thereunto duly authorized as of the day and year first above written.

In the Presence of:

CITY OF PROVIDENCE

By _____
Mayor

LOCAL 799, INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO

By _____
President



CITY OF PROVIDENCE
EXECUTIVE CHAMBER
PROVIDENCE, R. I.

JOSEPH A. DOORLEY, JR.
MAYOR

September 19, 1967

To the Honorable the City Council
of the City of Providence
City Hall
Providence, Rhode Island

Gentlemen:

In accordance with the provisions of Section 20 of the Charter of the City of Providence, I am returning herewith, with my disapproval, a resolution read and passed at the September 7, 1967 meeting of the City Council.

In the notice of service I find that the City Sergeant did not actually serve Southland Realty, Inc. a major land owner abutting the proposed abandonment. In view of the effect that this resolution would have on the property owned by Southland Realty, Inc. I feel that notice should have been served in accordance with the statute in order to give Southland Realty, Inc. a chance to object prior to the abandonment by this body.

For this reason, I am returning this resolution with my disapproval and veto.

Sincerely,

Joseph A. Doorley, Jr.
Mayor of Providence

JAD:jag **IN CITY COUNCIL**
SEP 21 1967

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

Vincent Vespa
CLERK

RESOLUTION
OF THE
CITY COUNCIL

IN CITY
COUNCIL

DEC 1 - 1966

FIRST READING
REFERRED TO COMMITTEE ON

Public Works
Vernon Cooper CLERK

THE COMMITTEE ON

Public Works

Recommends

Be Continued

Vernon Cooper

April 11, 1967 Clerk

Councilman Caprio, by request

THE COMMITTEE ON

Public Works

Recommends

Be Continued

Vernon Cooper

May 24, 1967 Clerk

THE COMMITTEE ON

Public Works

Approves Passage of
The Within Resolution

Vernon Cooper

Aug 31, 1967 Clerk

DEPARTMENT OF CITY CLERK
CITY HALL, PROVIDENCE, R. I. 02903

VINCENT VESPIA, CITY CLERK

Southland Realty Inc.

495 Westminster Street

Providence, Rhode Island

Tamoh!

Building razed

Beluey

3/29/69

Joseph W. Curker

THE CITY OF PROVIDENCE

CITY SERGEANT'S OFFICE

This is to Certify that I have caused the notice, of which a true copy is hereto annexed, to be served upon the following named persons, by handing to each of said persons, or by leaving at their last and usual place of abode in this State a true copy of said notice, to wit:— PROPOSED ABANDONMENT COLERIDGE COURT, FEDERAL STREET TO SOUTHERLY TERMINATION.

<u>PLAT</u>	<u>LOT</u>	<u>NAME and ADDRESS</u>
25	4	William Ciccone & wf. Nicolina 36 Hatherly Street North Prov.
"	5	* Southland Realty Inc. 495 Westminster Street Providence
"	369	"
"	17	"
"	18	"

* See attached envelope address to same.

Date 3/29/67 Joseph W. Crocker
Deputy Sergeant

This is to certify that I have caused a true copy of attached Resolution of the City Council No. _____ Approved _____ to be served upon the above person, firms and/or corporation, as the case may be, by handing to each of said person, firm, and/or corporation, as the case may be, or by leaving said copy at their last usual place of abode or business located in the State of Rhode Island.

Date _____

THE CITY OF PROVIDENCE

WATER SUPPLY BOARD

JOHN A. DOHERTY, CHAIRMAN

EARL H. ASHLEY

UGO RICCIO

JOHN J. TIERNEY

DAVID R. MCGOVERN, EX-OFFICIO

552 ACADEMY AVENUE
PROVIDENCE 8, R. I.

PHILIP J. HOLTON, JR.

CHIEF ENGINEER

WILLIAM I. McDONALD

DEPUTY CHIEF ENGINEER

JOHN T. WALSH, LEGAL ADVISOR

JOHN J. DEARY, SECRETARY


December 8, 1966

Councilman Thomas Payne, Chairman
Committee on Public Works
City Clerk's Office, City Hall
Providence, Rhode Island

Dear Councilman Payne:

We received a memorandum from the Department of the City Clerk regarding the proposed abandonment of Coleridge Court from Federal Street to its southerly termination. We have checked the department's records and find there are no water facilities whatsoever in this highway.

Yours very truly,


Philip J. Holton, Jr.
Chief Engineer

PJH:kam

FILED

DEC 9 4 07 PM '66

DEPT. OF CITY CLERK
PROVIDENCE, R. I.

RECEIVED
CITY CLERK
PROVIDENCE, R. I.
DEC 9 1966

FROM: JAMES J. ...

TO: ...
SUBJECT: ...
RE: ...

(Unit ...)

...

...



City Plan Commission

Suite 103, City Hall, Providence, Rhode Island 02903

January 18, 1967

Committee on Public Works
City Hall
Providence, R. I.

SUBJECT: Referral No. 1588 - ABANDONMENT OF COLERIDGE COURT

Gentlemen:

The subject referral received consideration by the City Plan Commission at a meeting held on Tuesday, January 17, 1967.

This referral is a request to abandon as a public highway Coleridge Court from Federal Street to its southerly termination.

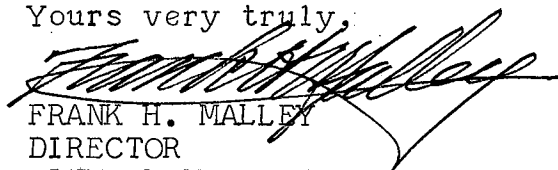
On an inspection and photographic survey it was found that the street is now being used as an entrance to an adjoining parking lot at the rear of an office building. The parking lot is paved and holds approximately 14 cars. The neighborhood is in poor to fair condition.

The use of the area for a parking lot greatly reduces the parking congestion on neighboring streets. Therefore,

The Commission

VOTED: To offer no objection to the granting of this petition, providing that the abandonment does not adversely affect access to the parking lot.

Yours very truly,


FRANK H. MALLEY
DIRECTOR
CITY PLAN COMMISSION

FHM:MMH

c.c. Councilman Raymond Cola
Councilman Anthony B. Sciarretta

FILED

JAN 20 5 09 PM '67

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

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JAN 20 1967

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CITY OF PROVIDENCE, RHODE ISLAND
MAYOR JOSEPH A. DOORLEY, JR.

DEPARTMENT OF PUBLIC WORKS . 700 ALLENS AVENUE . 02905

Lawrence P. McGarry, Director

Robert B. Strong, Deputy Director

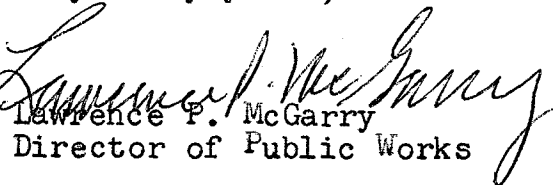
March 8, 1967

Chairman of the Public Works Committee
Providence City Council
City Hall-Providence, R. I.

Dear Sir:

This Department has no objection to the abandonment
of Coleridge Court as a public highway.

Very truly yours,


Lawrence P. McGarry
Director of Public Works

LPMCG:jm



CITY OF PROVIDENCE -- JOSEPH A. DOORLEY, JR., MAYOR

TRAFFIC ENGINEERING DEPARTMENT

JOHN I. LOGAN
Traffic Engineer
FRANK A. TIBALDI
Assistant Traffic Engineer

147 Fountain Street
Providence 3, R. I.

Telephone 331-7510

December 14, 1966


Committee on Public Works
The Honorable City Council
City Hall
Providence, Rhode Island

Gentlemen:

The Traffic Engineering Department has studied the resolution to abandon Coleridge Court from Federal Street to its southerly termination.

This department offers no objection to this abandonment.

Very truly yours,


John I. Logan
Traffic Engineer

JIL:gd

PROVIDENCE, R. I.
P. W. DEPT. - ENGINEERING OFFICE
STREET LINE SECTION
Plan No 063085
Date March 27, 1967

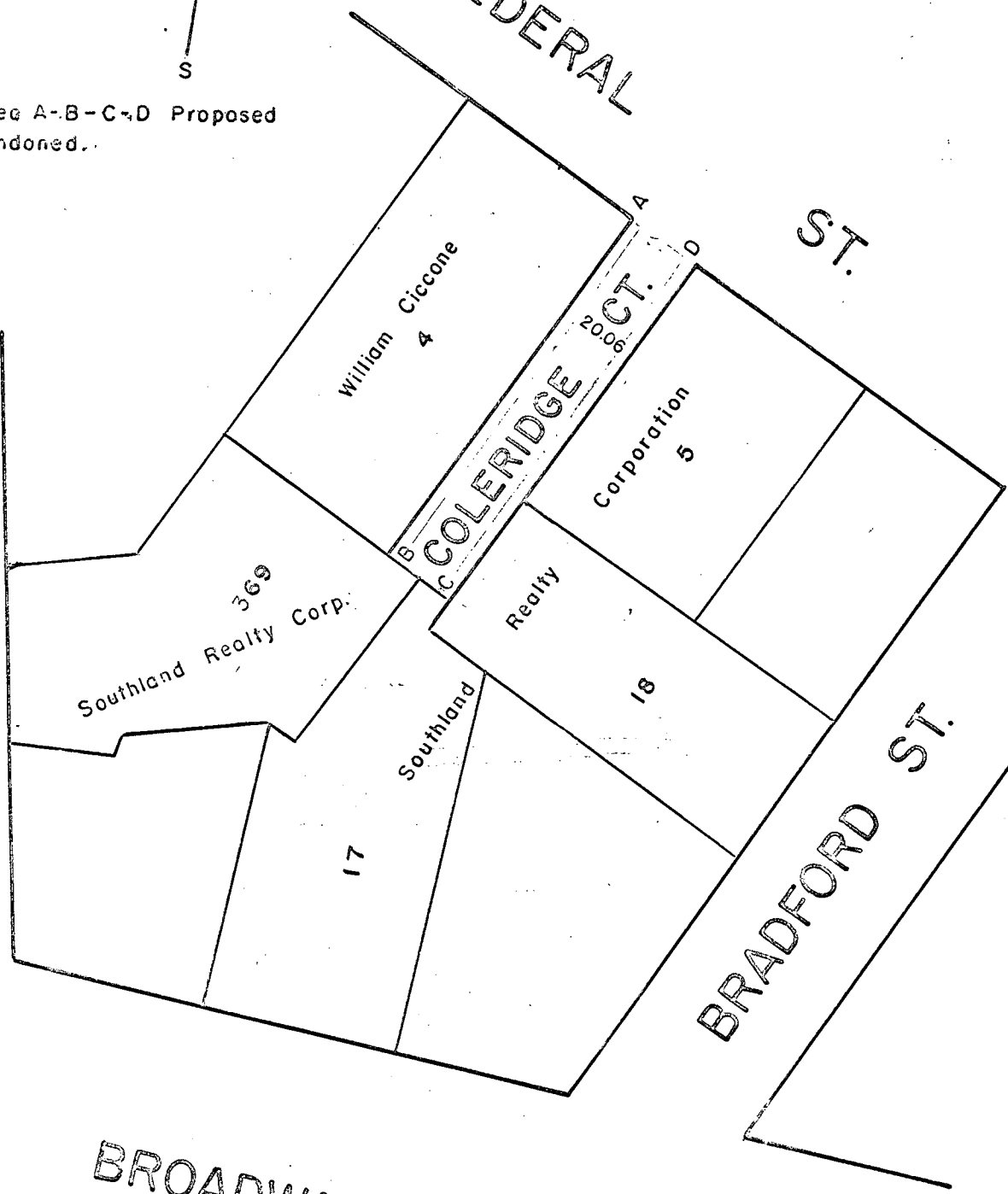


Shaded Area A-B-C-D Proposed
To Be Abandoned.

DEAN ST.

FEDERAL ST.

ST.



BROADWAY

BRADFORD ST.

Proposed Abandonment Of
Coleridge Ct.

Topo:
1" = 40'

3-27-67

Lot Nos. From Ass't's Plat 25

Robert A. Strong



556

CITY OF PROVIDENCE . MAYOR JOSEPH A. DOORLEY, JR.

The Public Service Engineer

Peter J. Hicks, Jr.
Public Service Engineer

112 Union Street, Providence, R. I. 02903

September 11, 1967

Mr. Vincent Vespia
City Clerk
City Hall
Providence, Rhode Island

Dear Mr. Vespia:

I enclosed herewith the bill of the Narragansett Electric Company for the month of August 1967, for the street lighting of the City of Providence.

The total net amount of the bill is \$42,847.96

Very truly yours,

Peter J. Hicks, Jr.
Public Service Engineer

PJH, JR./jd

IN CITY COUNCIL

SEP 21 1967

APPROVED:

Vincent Vespia
CLERK

RECEIVED OF DEPARTMENT OF CITY CLERK
September 28, 1967

Emma B. Marsland

FILED

SEP 12 10 27 AM '67

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

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PUBLIC LIGHTS

TOO: NARRAGANSETT ELECTRIC COMPANY

STREET LIGHT OUTAGES FOR THE MONTH OF AUGUST 1967

INCANDESCENTS

103 Hours U.G.	1000 Lumen @	.007235	.75
8133 Hours O.H.	1000 Lumen @	.003979	32.36
197 Hours O.H.	2500 Lumen @	.007960	1.57
Hours U.G. H.N.	1000 Lumen @	.011744	

MERCURY VAPOR

144 Hours U.G.	15000c Lumen @	.024241	3.49
306 Hours O.H.	15000c Lumen @	.019243	5.89
92 Hours U.G.	21000 Lumen @	.028489	2.62
48 Hours O.H.	7000 Lumen @	.013745	.66

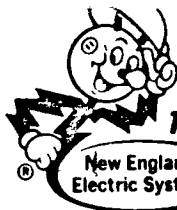
Total Street Lighting Bill	\$42,895.30
Total Outage Deduction	47.34
Net Total Bill for Month	\$42,847.96

IN CITY COUNCIL

SEP 21 1967

APPROVED:

Vincent Vespia
CLERK



THE NARRAGANSETT ELECTRIC COMPANY

P.O. Box 1438

Providence, R.I. 02901

SOLD TO

3-1820-0002-0
 City of Providence
 Peter J. Hicks, Jr.
 Pub. Serv. Eng., City Hall
 Providence, Rhode Island

DATE AUG 31 1967

INVOICE NO.

YOUR ORDER NO.

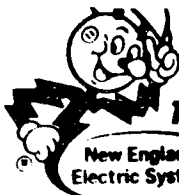
JOB NUMBER

RECEIVED Street Lighting

TERMS: NET CASH

WHEN PAYING BY MAIL DETACH THE CASHIER'S
 STUB AND FORWARD WITH REMITTANCE TO
 INSURE PROPER CREDIT TO YOUR ACCOUNT.

7702	All Night	O.H. Single	1000	Lumens	@ 1.326666	10,217	98		
129	All Night	U.G. Single	1000	Lumens	@ 2.412500	311	21		
501	All Night	O.H. Single	2500	Lumens	@ 2.654167	1,329	74		
13	All Night	U.G. Single	2500	Lumens	@ 4.320833	56	17		
3	All Night	O.H. Single	10000	Lumens	@ 5.954166	17	86		
27	All Night	U.G. Single	10000	Lumens	@ 7.620833	205	76		
19	All Night	U.G. Single	10000	S.V.	@ 7.235833	137	48		
29	All Night	O.H. Single	6000	Lumens	@ 4.405833	127	77		
344	All Night	O.H. M.V.	7000	Lumens	@ 4.583333	1,576	67		
87	All Night	U.G. M.V.	7000	Lumens	@ 6.250000	543	75		
2044	All Night	O.H. M.V.	15000C	Lumens	@ 6.416667	13,115	67		
1174	All Night	U.G. M.V.	15000C	Lumens	@ 8.083333	9,489	83		
1	All Night	U.G. M.V.	15000C	2 Lt Cl	@ 14.500000	14	50		
44	-24 Hr Bridge	Lt. U.G. M.V.	15000C	Lumens	@ 10.250000	451	00		
59	All Night	O.H. M.V.	21000	Lumens	@ 7.833333	462	17		
454	All Night	U.G. M.V.	21000	Lumens	@ 9.500000	4,313	00		
4	All Night	U.G. M.V.	21000	2 Lt Cl	@ 17.333333	69	33		
9	Half Night	O.H. Single	1000	Lumens	@ .860833	7	75		
222	Half Night	U.G. Single	1000	Lumens	@ 2.086666	463	24		
3	Half Night	U.G. Single	10000	Lumens	@ 5.984167	17	05		
11	Half Night	U.G. Single	2500	Lumens	@ 3.629167	39	92		
						42,968	75		
Additions									
+3	All Night	O.H. Single	1000	Lumens	@ .043616 x 58nts		7	59	
+2	"	O.H. M.V.	7000	"	@ .150685 x 51nts		15	37	
+1	"	O.H. M.V.	21000	"	@ .257534 x 51nts		13	13	
+8	"	O.H. M.V.	21000	"	@ .257534 x 50nts		103	01	
+10	"	O.H. M.V.	7000	"	@ .150685 x 44nts		66	30	
							205	40	


THE NARRAGANSETT ELECTRIC COMPANY

 New England
Electric System

 P.O. Box 1438
Providence, R.I. 02901

SOLD TO

 3-1820-0002-0
City of Providence
Peter J. Hicks, Jr.
Pub. Serv. Eng. City Hall
Providence, Rhode Island

DATE

INVOICE NO.

YOUR ORDER NO.

JOB NUMBER

~~SHIPPED BY~~ Street Lights

TERMS: NET CASH

 WHEN PAYING BY MAIL DETACH THE CASHIER'S
STUB AND FORWARD WITH REMITTANCE TO
INSURE PROPER CREDIT TO YOUR ACCOUNT.

Removals

-2	All Night	O.H. Single	1000	Lumens	0.043616 x 51nt
-1	"	O.H. M.V.	150000	"	0.210959 x 51nt
-7	"	O.H. M.V.	150000	"	0.210959 x 50nt
-9	"	U.G. S.V.	10000	"	0.237890 x 41nt
-15	"	O.H. Single	6000	"	0.144849 x 41nt

- 4	45
- 10	76
- 73	84
- 94	20
- 95	60
<hr/>	
42,895	30

IN CITY COUNCIL

SEP 21 1967

APPROVED:

Vincent Vespia
CLERK

WHEN PAYING BY MAIL PLEASE DETACH THIS STUB AND FORWARD WITH YOUR REMITTANCE TO INSURE PROPER CREDIT TO YOUR ACCOUNT

THE NARRAGANSETT ELECTRIC COMPANY
CASHIER'S STUB
RECEIVED
FROM
 3 1820 0002 0
City of Providence
ACCOUNT
NUMBER

ADDRESS

 Peter J. Hicks, Jr.
Pub. Serv. Eng. City Hall
Providence, Rhode Island
REFERENCE OR
JOB NUMBER

Street Lighting

INVOICE
DATEINVOICE
NUMBER

AMOUNT

42,895 30

FILED

SEP 12 10 27 AM '67

DEPT. OF CITY CLERK
PROVIDENCE, R.I.