

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 448

Approved September 9 1974

RESOLVED, that the accompanying copy of agreement, effective July 1, 1974, by and between the City of Providence and Local 799, International Association of Firefighters, A.F.L.-C.I.O., is hereby transmitted to the City Council, and it shall direct the City Clerk to cause the same to be filed in the Department of City Clerk.

IN CITY COUNCIL  
SEP 5 1974

READ AND PASSED

PRES.

Vincent Vespia  
CLERK

APPROVED

MAYOR

SEP 9 1974

Councilman Spick  
and Councilman Mangin,  
My request

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## AGREEMENT

Pursuant to the provisions of Chapter 149 of the Public Laws of the State of Rhode Island, 1961, entitled "An Act to Provided for Settlement of Disputes Concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Fire Department," this Agreement is made and entered into this 12<sup>th</sup> day of July A.D., 1974, effective July 1, 1974, by and between the CITY OF PROVIDENCE and LOCAL 799, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO.

### 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, Assistant Fire Chiefs, Deputy Assistant Fire Chief, Fire Battalion Chiefs, Fire Marshal, 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 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 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 as are from time to time authorized, levied and collected from the general membership of said Union. The City agrees to deduct the above amount from the earnings of each of said employees so covered by this Agreement in accordance with Section 3 hereafter.

The Union agrees to save the City harmless from any claims or actions of any employee or group of employees resulting from the deduction by the City of any monies covered by this section.

## Section 3. DUES DEDUCTION

The City of Providence shall deduct Union dues weekly upon receipt of authorization of members of Local 799, who shall sign 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. The City of Providence shall forward to the Secretary-Treasurer

of the Union such deductions in 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 at one time.

Section 5.

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

Section 1. MANAGEMENT RIGHTS

The City of Providence retains all rights and responsibilities granted by law to manage, control and direct its Fire Department, except as specifically abridged herein by the pro-

visions of this Agreement.

The City of Providence shall retain the right to issue, after forty-eight 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 Rule, 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

#### 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 anti-

icipate and plan for filling vacancies in the rank of private, as now covered by Ordinance and Department Orders.

Section 2. VACANCIES - OFFICERS' RANKS

(a) The Department shall continue to anticipate and plan for filling vacancies in officers' ranks and shall endeavor to have a promotion list available at all times. The Department shall continue to make promotions as soon as practicable after a vacancy occurs.

(b) When an officer vacancy occurs in a company, it shall be filled by bidding according to seniority in rank. Notice of the vacancy shall be given to all fire companies and special service units, to be posted on all bulletin boards. Officers who wish to apply for such vacancy or vacancies shall make such request by submitting a Form 17 within two (2) weeks after said notice is posted. The senior man must be qualified to perform the work.

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 for at least a ten (10) hour a day tour, or a fourteen (14) hour a night tour.

Members of the special services of the Providence Fire Department who are ordered to serve temporarily in a higher rank shall receive compensation of the next higher rank, provided that such compensation shall not be payable until the member has served for three (3) calendar days 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 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

Promotions to the rank of Lieutenant and Captain within the Fire Department shall be made on a competitive basis as prescribed by the present regulations of the Fire Department.

#### Section 5.

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 and extinguishing of fire, 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. Nongovernmental 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 past personnel practices. Beds will be made up daily by the individuals who last used them.

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 Battalion Chiefs, subject to the approval of the Chief of the Department.

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 substitution shall be permitted when Departmental emergency

conditions shall exist, unless the substituting member is on a 96-hour leave of absence. All requests for substitution shall be made on the proper forms and in accordance with Department Rules and Regulations. Substitutions, other than Two-hour Relief Substitutions, or Emergency Substitutions, must receive the permission of the District Battalion Chief twenty-four (24) or more hours in advance. Substitutions shall not be allowed for the purpose of engaging in outside employment.

(B) TWO-HOUR RELIEF SUBSTITUTIONS

The right to substitute within the same company for two 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 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.

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

(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 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 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 (1/40) 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 run within each district on a rotating basis among the companies, and shall be controlled by the First District Fire Battalion Chief who is on duty when call-back is needed. When it is known that a call-back is needed in any one of the companies in his district, the Battalion Chief shall call the next company whose turn it is to supply the call-back. Members will be called for call-back duty according to seniority in the company to which they are assigned. They will be called by the man in charge of the company at the time the call-back is needed, and if the call-back duty is refused or the member cannot be contacted, he will not be called again for call-back duty until the rest of the members of his company have been called. Call-back duty shall be distributed as equally as possible among the firefighters in each district; for this purpose a firefighter who refuses a call-back shall be considered as having worked the same.

In the event, either by call-back, by seniority, or by detail, a special function, such as tillerman, cannot be manned

by a qualified firefighter, the Battalion Chief may call the senior firefighter qualified to do the special function work, and this shall count as a call-back for the firefighter awarded the work.

## 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 four (4) working days' vacation during said calendar year;

(b) During the Calendar year and following the anniversary date in which they complete one year of service, and in each calendar year thereafter, twelve (12) 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, sixteen (16) 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 (20) working days' vacation.

### 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 1st of each year in all stations.

Section 4. VACATION SCHEDULE

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.

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 any other period 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 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 Department may vary either schedule accordingly.

## Section 5. SPECIAL VACATIONS

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

## Section 6. 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 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	R. I. Independence Day
V J Day	

Holiday pay shall be one-fifth (1/5) 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 firefighting forces shall be One Hundred Twenty-five 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 Fifty-five ( Dollars per year. Any protective clothing, such as khaki uniforms, helmets, rubber or canvas 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, including uniforms required because of promotion.

(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.

(D) The clothing allowance will be payable as of January 1 and will be paid to firefighters on or before March 31 of each year. The first clothing allowance of a newly appointed firefighter shall be payable as of January 1 following the first anniversary date of his appointment.

#### ARTICLE IX

##### Section 1. LEAVE OF ABSENCE

(a) Leave of absence shall be granted at the rate of fifteen (15) working days per year accumulative to one hundred twenty (120) working days per year; provided, however, that the Commissioner



of Public Safety may grant an additional ninety (90) working days' leave to members with ten (10) years' service or more within the Department. At the completion of the training period and after appointment to the Fire Department for a period of six (6) months, a firefighter shall be credited with fifteen (15) working days' leave of absence.

(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) 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).

(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 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.)

(f) Sick leave may be taken without a doctor's certificate for two 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 any 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

Severance pay will be paid to a firefighter upon retirement or upon the death of a firefighter prior to retire-

ment as follows: For severance pay purposes, he will be credited with one-half 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 day's pay (one-fifth of his weekly salary at the time of 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 this 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, or (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 for herein.

### 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 member'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 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 line of duty, then a third physician, mutually agreeable to

the Department physician and to 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 the 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.

(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.

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 (\$3,000.00) Dollars.

#### ARTICLE XI

##### Section 1. 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 Department.

#### ARTICLE XII

##### Section 1. SALARY FOR THE FIREFIGHTERS

Effective July 1, 1974, salaries for the firefighters of

the City of Providence shall be as follows and pension contributions shall be based on the following:

Fire Captain	\$244.00
Fire Lieutenant	230.00
Firefighter - Grade 1 (end of 1st year after appointment)	207.00
Firefighter - Grade 2 (end of 6 months after appointment)	204.00
Firefighter - Grade 3 (upon appointment)	199.00
Radio Engineer	244.00
Chief Dispatcher	244.00
Man in charge of Rescue Squad Platoon	230.00
Chauffeur on Rescue Squad Platoon	221.00
Man in charge of Bureau of operational control	230.00

The City of Providence 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.

#### ARTICLE XIII

##### Section 1. BLUE CROSS, PHYSICIANS' SERVICE AND LIFE INSURANCE.

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 B and Blue Shield Plan 100 or the Rhode Island Group Health Association Plan, 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.

##### Section 2.

If the firefighters are unable to purchase a group life insurance policy through their organizations, the Department shall take whatever steps are necessary to provide a \$5,000. group life insurance policy for unit employees, the full

premium to be paid by the individual subscribing firefighter.

#### ARTICLE XIV

##### Section 1. 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 or 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.

#### ARTICLE XV

##### Section 1. 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 Sixty (\$60.) Dollars per month.

#### ARTICLE XVI

##### 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 procedures.

(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. 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 grievances, 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. 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 the 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 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 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 on the City and the Union. The fees and necessary expenses

of the mutual member only shall be borne equally by the parties.

(e) 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

##### Section 1. DETAIL PAY

1. All members of the bargaining unit 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 Six (\$6.00) Dollars per hour for firefighters; Six and 75/100 (\$6.75) Dollars per hour for lieutenants; Seven and 75/100 (\$7.75) Dollars per hour for captains and above and shall be compensated at the rate of Seven (\$7.00) Dollars per hour for firefighters; Seven and 75/100 (\$7.75) Dollars per hour for lieutenants and eight and 25/100 (\$8.25) Dollars per hour for captains for each hour worked in excess of four (4) hours.

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 o'clock a.m. on the day of the holiday up to 8:00 o'clock a.m. on the day following the holiday.

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

and ending 8:00 o'clock a.m. on December 25th; Christmas Day will be considered as beginning 8:00 o'clock a.m. December 25th and ending December 26th at 8:00 o'clock a.m.

4. (a) All private detail assignments will be given out by the Fire Prevention Bureau in rotation to the Battalion chiefs in each of the three districts and also to the Battalion Chief in charge of the Special Services Divisions.

(b) Whenever a private detail is given to a Battalion Chief a copy is to be sent to the President of the Union. A seniority list in each district will be posted in district headquarters showing the disposition of all private details and will be open for inspection to any member of the department in that district.

(c) Details will be assigned in each district in accordance with seniority within the department, that is, the man with the highest seniority shall be assigned the first detail received, etc.

(d) Once a firefighter has served a detail or has refused to serve a detail, he shall not be assigned until all other men in the district have been chosen.

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 a 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 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 (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.

#### ARTICLE XIX

##### Section 1. TERM OF AGREEMENT

This Agreement shall be for the term beginning July 1, 1974, and ending on June 30, 1975

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, hereunto 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 George Sullivan, its President,  
thereunto duly authorized, as of the day and year first above  
written.

In the presence of:

David W. Smith

CITY OF PROVIDENCE

By

Joseph A. Dooly  
Mayor

LOCAL 799, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS,  
AFL-CIO

John P. Hawkins

By

George P. Sullivan  
President