

RESOLUTION OF THE CITY COUNCIL

No. 613

Approved October 26, 1998

RESOLVED, That the accompanying copy of the Collective Bargaining Agreement, for the term beginning July 1, 1996 and ending June 30, 1999, by and between the City of Providence and Local 799, International Association of Firefighters, AFL-CIO is hereby transmitted to the City Council for ratification and the City Clerk is directed to cause the same to be filed in the Department of City Clerk.

IN CITY COUNCIL
[OCT] 15 1998
READ AND PASSED
Evelyn V. Fargnoli
PRES.
Michael A. Clement
CLERK

APPROVED
OCT 26 1998
Thomas A. Cianci
MAYOR

OCT 1 1998

THE COMMITTEE ON
FINANCE

Approves Passage of
The Within Resolution

Claire Bestwick
Sept. 28, 1998 Clerk

IN CITY COUNCIL

OCT 1 1998

READ:
LAY ON TABLE

Michael X. Clement
CLERK

OCT 1 1998

COUNCILWOMAN
PATRICIA K. NOLAN
230 ATLANTIC AVENUE
PROVIDENCE, RI 02907
Res: 467-3093
Office: 521-7477



COMMITTEES

Finance
Chairwoman

Education

Providence Historic
District Commission

Board of Park
Commissioners

Ex-Officio Member

Retirement Board

Board of Contract
and Supply

Capital Center Commission

Board of Investment
Commissioners

Providence Plan Housing
Corporation

City of Providence, Rhode Island

October 15, 1998

Honorable Vincent A. Cianci, Jr.
Executive Chambers
City Hall
Providence, RI 02903

Dear Mayor Cianci:

The fiscal note attached to the Firefighter's contract did not indicate where the approximate cost of \$3.7 million dollars will come from in the current budget.

Would you kindly present to the Clerk's office, prior to the public hearing on said contract, an amended fiscal note that clearly identifies where the funds are coming from.

Sincerely,

A handwritten signature in cursive script that reads "Patricia K. Nolan".

Patricia K. Nolan
Finance Chair, Committee on Finance

PKN:kr

cc: Frank Corrente
Boyce Spinelli



Finance Department

October 15, 1998

"Building Pride In Providence"

The Honorable Patricia Nolan
Providence City Hall
25 Dorrance Street
Providence, Rhode Island 02903

Dear Councilwoman Nolan:

Re: Firefighters Contract Fiscal Note (Revised)

This office has analyzed the financial impact of the proposed firefighter's contract for fiscal years 1997, 1998 and 1999, and the results of our review are as follows:

- Salary Increases: 3% effective January 1997; 3.75% effective July 1997; 4.25% effective July 1998, and 2% effective June 30, 1999 would result in costs of approximately \$5.6 million. Salary costs include longevity, callback, overtime, holiday and service out of rank.
- City Blue: Only those hired after June 30, 1996 will be required to switch. For all employees hired after this date, conversion is voluntary. The contract also contains family coverage for all retirees, except those hired after June 30, 1996. No savings will be realized in the period 1996 through 1999.
- Vacations: A new provision in the contract prevents an excess number of firefighters from taking vacation at the same time but does not reduce the number of vacation days. Therefore, no savings will be realized from this provision.
- IOD Language: Written procedures will be established that will resolve differences between doctors. The department feels the impact will be on 20 firefighters that are on long-term IOD. If you assume that ten (10) firefighters can return to work, light or regular duty, the savings in callback would be between \$500,000 to \$600,000 per year. However, due to the fact that only eight months remain in this fiscal year, the savings are estimated to be \$333,000 to \$400,000 for fiscal 1999.
- Light Duty: This has been a long-sought reform. Light duty has already been assumed in the IOD savings above.
- Minimum Manning: Effective minimum manning will go from 98 to 95 for every shift. Currently, those three positions are filled through callback. No longer will we have to fill these 3 positions for 2,190 shifts per year. This will result in a total savings of approximately \$750,000 a year. However, due to the fact that only eight

months remain in this fiscal year, the savings are estimated to be \$500,000 for fiscal 1999.

- Attendance Bonus: A \$275 attendance bonus will be paid to any firefighter who does not use any sick leave/leave of absence during the previous calendar year. It is unlikely that this bonus will be substantial enough to make a difference in attendance, and therefore, this provision should not result in any savings.
- Longevity Reduction: This reduction applies only to those hired after June 30, 1996. No firefighters have been hired since that date. The earliest that savings resulting from reductions in longevity will be seen will be approximately six years after new firefighters are hired..
- Clothing Provisions: An increase of \$50 per firefighter is proposed, which amounts to approximately \$25,000.

The net effect of this proposal will be an increase of \$4,125,000 to the City's FY 1999 budget and a \$600,000 (2% raise) impact on the FY 2000 budget, for a total cost of \$4,725,000.

As you are aware, there is no specific provision in the FY99 budget to cover the \$4.1 million impact of approving this contract. At the time of budget approval, it appeared that this contract, like the FY96 contract, would go to arbitration. At this time, only three months into the new fiscal year, I cannot specifically identify areas of reduced spending that would offset the cost of the contract. The Finance Department is beginning to identify some areas of potential flexibility such as interest income, restructuring Master Leases, and realizing approximately \$1 million more than budgeted from State reimbursement of excise taxes. Also, the Finance Department will be as aggressive as possible in collecting taxes and controlling expenditures in an effort to continue our string of consecutive surpluses.

While I cannot guarantee a balanced budget, we will do everything possible to absorb the cost of the contract. In FY98 the City was able to absorb a \$5 million overexpenditure by the School Department and the unanticipated arbitrators award of a 2% raise for police effective January 1996. Also, in FY97 the City absorbed an unanticipated 3% raise for teachers and laborers effective January 1997.

Sincerely,



Boyce Spinelli
Director of Finance

August 18, 1998

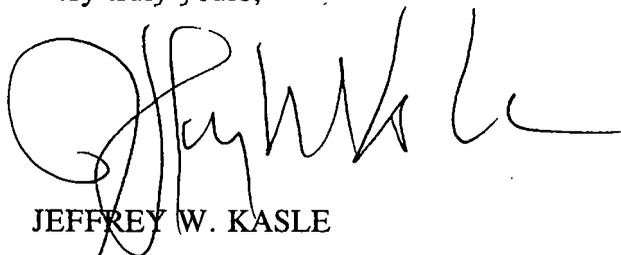
Mr. Michael Clement, City Clerk
Providence City Hall, Room 311
25 Dorrance Street
Providence, Rhode Island 02903

Dear Mr. Clement:

As requested by your office, enclosed please find the original signed tentative agreement between the City of Providence and Local 799, International Association of Firefighters, AFL-CIO for the City Council.

If you have any questions regarding the tentative agreement, please feel free to contact me.

Very truly yours,



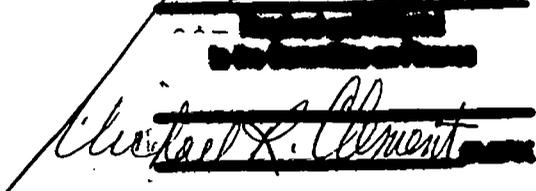
JEFFREY W. KASLE

JWK/kap

Enclosure

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IN CITY COUNCIL
SEP 3 1998



~~Michael R. Clement~~

COUNCILWOMAN
PATRICIA K. NOLAN
230 ATLANTIC AVENUE
PROVIDENCE, RI 02907
Res: 467-3083
Office: 521-7477



COMMITTEES

Finance
Chairwoman

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Providence Historic
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Board of Park
Commissioners

Ex-Officio Member

Retirement Board

Board of Contract
and Supply

Capital Center Commission

Board of Investment
Commissioners

Providence Plan Housing
Corporation

City of Providence, Rhode Island

August 4, 1998

Kelly Sheridan
Roberts, Carroll, Feldstein & Pierce
1 Old Stone Square.
Providence, RI 02903

Dear Mr. Sheridan:

I enclose the following for your perusal:

1. Letter from Boyce Spinelli (fiscal note).
2. June 25, 1998, Tentative agreement with Local 799 and City of Providence
3. Collective Bargaining Agreement between Local 799 and City of Providence

Please advise as to any fiscal ramifications as well as what the acceptance of terms would mean to our ongoing COLA case.

Thanks for your help and we'll schedule a Finance Committee meeting when we hear from you.

Sincerely,

Patricia K. Nolan
Councilwoman Ward - 9

PKN/ms
Enclosures

cc: Jeffrey W. Kastle, Esq.
Frank Corrente
Evelyn Fagnoli
Karl Ericson
Charles R. Mansolillo

July 29, 1998

The Honorable Patricia Nolan
Providence City Hall
25 Dorrance Street
Providence, Rhode Island 02903

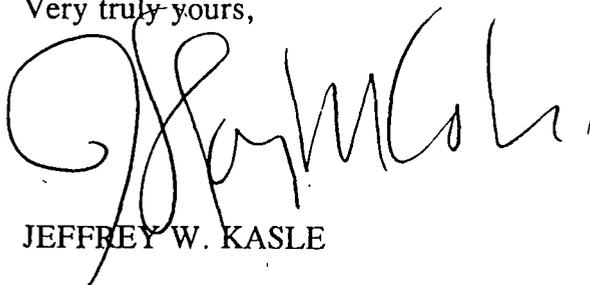
Dear Councilwoman Nolan:

Enclosed please find the following documents:

1. July 16, 1998 letter from Boyce Spinelli;
2. June 25, 1998 Tentative Agreement between the City of Providence and Local 799, International Association of Firefighters, AFL-CIO; and
3. Collective Bargaining Agreement between the City of Providence and Local 799, International Association of Firefighters, AFL-CIO.

If you have any questions regarding these documents, please feel free to contact me.

Very truly yours,



JEFFREY W. KASLE

JWK/kap

Enclosures



Finance Department

"Building Pride In Providence"

July 16, 1998

The Honorable Patricia Nolan
Providence City Hall
25 Dorrance Street
Providence, Rhode Island 02903

Dear Councilwoman Nolan:

This office has analyzed the financial impact of the proposed firefighter's contract for fiscal years 1997, 1998 and 1999, and the results of our review are as follows:

- Salary Increases: 3% effective January 1997; 3.75% effective July 1997; 4.25% effective July 1998, and 2% effective June 30, 1999 would result in costs of approximately \$5.6 million. Salary costs include longevity, callback, overtime, holiday and service out of rank.
- City Blue: Only those hired after June 30, 1996 will be required to switch. For all employees hired after this date, conversion is voluntary. The contract also contains family coverage for all retirees, except those hired after June 30, 1996. No savings will be realized in the period 1996 through 1999.
- Vacations: A new provision in the contract prevents an excess number of firefighters from taking vacation at the same time but does not reduce the number of vacation days. Therefore, no savings will be realized from this provision.
- IOD Language: Written procedures will be established that will resolve differences between doctors. The department feels the impact will be on 20 firefighters that are on long-term IOD. If you assume that ten (10) firefighters can return to work, light or regular duty, the savings in callback would be between \$500,000 to \$600,000 per year.
- Light Duty: This has been a long-sought reform. Light duty has already been assumed in the IOD savings above.

- **Minimum Manning:** Effective minimum manning will go from 98 to 95 for every shift. Currently, those three positions are filled through callback. No longer will we have to fill these 3 positions for 2,190 shifts per year. This will result in a total savings of approximately \$750,000 a year.
- **Attendance Bonus:** A \$275 attendance bonus will be paid to any firefighter who does not use any sick leave/leave of absence during the previous calendar year. It is unlikely that this bonus will be substantial enough to make a difference in attendance, and therefore, this provision should not result in any savings.
- **Longevity Reduction:** This reduction applies only to those hired after June 30, 1996. No firefighters have been hired since that date. The earliest that savings resulting from reductions in longevity will be seen will be approximately six years after new firefighters are hired..
- **Clothing Provisions:** An increase of \$50 per firefighter is proposed, which amounts to approximately \$25,000.

The net effect of this proposal will be an increase of \$4,275,000 to the City's budget, of which nearly \$600,000 (2% raise) will not impact the budget until FY 2000. Also, since we are already into July, some of the savings from the changes in minimum manning and IOD language will not be realized and those savings estimates will be lower.

Members of my staff and myself will be available to meet with you and the Finance Committee at your convenience to discuss this proposal in more detail.

Sincerely,


Boyce Spinelli
Director of Finance

TENTATIVE AGREEMENT

This Tentative Agreement is made and entered into this _____ day of _____, 1998 by and between the CITY OF PROVIDENCE (hereinafter referred to as the "City") and LOCAL 799, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, (hereinafter referred to as the "Union").

WHEREAS, the parties hereto have conducted good faith negotiations pursuant to Title 28, Chapters 7 and 9.1 of the Rhode Island General Laws, as amended, and

WHEREAS, the parties negotiations have resulted in this Tentative Agreement for a Collective Bargaining Agreement, effective July 1, 1996 to June 30, 1999; and

WHEREAS, the parties hereto desire to codify their Agreement and be bound by the same.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The collective bargaining agreement dated July 1, 1995 through June 30, 1996, as created from the Arbitration Decision of March 28, 1998 between the City and the Union, is incorporated herein by reference as if fully reproduced, except as expressly modified below.

2. Article XXIX

Duration

This Agreement shall be for the term beginning July 1, 1996 and ending June 30, 1999.

3. Article XII

Section 1 - Salary For The Firefighters

Salaries for all uniformed members of the City of Providence Fire Department shall be as follows:

Effective January 1, 1997, a 3% salary increase;
Effective July 1, 1997, a 3.75% salary increase;
Effective July 1, 1998, a 4.25% salary increase;
Effective June 30, 1999, a 2% salary increase.

The City agrees to pay the base salary portion of retroactive monies due from the 3%, 3.75% and 4.25% salary increases during the first pay period in September, 1998.

The City agrees to pay the remaining retroactive monies (i.e. overtime, longevity, sick leave, callback, details, etc) due from the 3%, 3.75% and 4.25% salary increases during the first pay period in January, 1999.

4. Article IV, Section 2.1

This system shall not apply to chief's aides except that a vacancy created by the appointment of a chief's aide shall be considered a secondary bid, followed by a third bid, followed by a fourth bid, followed by a fifth bid. This system shall apply to the special services positions of person in charge of air supply (captains pay), car 79 (12% pay differential), car 56 (9% pay differential), person in charge of supply room (captains pay), juvenile firesetter coordinator (lieutenants pay), training instructor at the Division of Training (lieutenants pay), and four (4) fire prevention plan reviewers (3% pay differential). A successful bidder for the above named positions must obtain necessary certifications. Any costs associated with certifications as provided by this provision shall be borne by the City. All members currently serving in the above referenced positions shall remain in said positions.

Failure to obtain necessary certification will result in the loss of the bid assignment and the next qualified bidder will be assigned to the position. For the purpose of this section, the Rescue Division shall not be considered a special service. For the purpose of this section the position of person in charge of air supply, cars 56 & 79, person in charge of carpenter shop, person in charge of supply room, juvenile firesetter coordinator and training instructor at the Division of Training shall be filled by bid based on seniority by the member's date of appointment to the Providence Fire Department, regardless of member's rank. Members must have one (1) year of accumulated time in car 56 in order to bid to car 79.

By agreement of the above proposal, the Union agrees to withdraw its pending grievance/arbitration on pager and overtime pay, AAA No. 11 390 02029 97.

5. Article X111

Section 1 - Blue Cross, Physician Service

C. (New) The City agrees to add to City Blue Health Care, either individual or family coverage, as an option to the list of current medical providers for active employees. Members may voluntarily subscribe to this option during normal enrollment periods. This option is not intended to replace any other option currently offered. Nothing contained herein shall be construed to alter and/or modify in any way the health care provided to active members who were hired on or before June 30, 1996, as set forth above. Nothing contained herein shall prevent any member from selecting an alternative during an enrollment period (as currently offered).

The City agrees to add City Blue Health Care, either individual or family coverage, as an option to the list of current medical providers for retired firefighters. Retirees may voluntarily subscribe to this option during normal enrollment periods. This option is not intended to replace any other option currently offered to retired firefighters. Nothing contained herein shall be construed to alter and/or modify in any way the health care provided to a retired member who was hired on or before June 30, 1996, as set forth above.

Employees hired on or after July 1, 1996 will receive City Blue Health Care (see attached

benefit outline). Any employee hired on or after July 1, 1996 who retires from employment with the City, either on regular or disability, will receive individual City Blue Health Care with no spousal coverage. Retired employees will be allowed to purchase, at the retired employee's expense, spousal coverage at the City's rate and the City will agree to cover any rate increase above the cost of the spousal portion in those years after the employee completes one year of retirement.

6. Article XXIV
Pension Escalation

The parties agree to arbitrate in accordance with R.I.G.L. 28-9.1 the pension/COLA issues for the 1996-99 Agreement.

7. Article VII
Section 1 H - Vacations (NEW)

Effective January 1, 1999, all uniformed members will be allowed to take vacation time in increments of one (1) day to a maximum of eight (8) days, per calendar year, in accordance with policies to be agreed upon by the parties. The maximum number of uniformed members, per day, allowed to take one (1) day vacations shall not be more than six (6) per shift. Selection of vacations under this provision shall be on a first come, first serve basis. Requests for one (1) day vacations will be made no more than seven (7) days in advance. However, forty-eight (48) hours written notice is required.

Single day vacations may be granted on the following dates at the discretion of the Chief of the Department, subject to application to the Chief of the Department at least thirty (30) days in advance:

July 4 Holiday - July 3: A.M. and P.M. shifts
July 4: A.M. and P.M. shifts
July 5: A.M. and P.M. shifts

Thanksgiving Day Holiday - A.M. and P.M. shifts

Christmas Day Holiday - December 24: A.M. and P.M. shifts
December 25: A.M. and P.M. shifts

New Year's Day Holiday - December 31: P.M. shift
January 1: P.M. shift

A.M. and P.M. shifts of all other paid holidays, as listed in Article VII, Section 8, shall also be subject to this section.

8. Article VII
Clothing Provision

Increase clothing maintenance payment by \$50.00 annually beginning July 1, 1998.

9. Article X
Section 3 - Medical Care for Injuries (NEW)

C. (NEW) If a member is injured in the line of duty the Department may require the member to be examined by a physician selected by the Department. In the event that the Fire Department physician advises the Chief in writing that in his opinion a member of the bargaining unit who is being carried IOD is able to return to work, then said member shall be entitled to be examined by his private physician within a reasonable period of time (e.g. 30 days), unless the member has been regularly seeing his physician and/or has received a written report from his physician regarding the member's ability to return to work within thirty (30) days prior to his seeing the Fire Department's physician.

If the opinion of the member's private physician is in conflict with that of the Fire Department physician as to whether or not the member is able to return to work, then the member shall be required to be examined by a third physician (the "neutral") selected by agreement between the member's treating physician and the Department's physician. The results from the examination by the neutral physician shall be conclusive on the parties. For purposes of this subsection, "conclusive" shall mean the member has no right to grieve, arbitrate or otherwise avail himself/herself to the grievance procedure (Article XV) with regard to any report or results received from neutral physician concerning the member's physical condition and/or the member's capability of returning to work. The cost of the examination shall be paid for by the City. If the member's treating physician and the City's physician cannot agree on a neutral physician within thirty (30) days, then a neutral physician shall be selected from a previously agreed upon list of six (6) specialist in the area of the complaint of the injured member. The above list of specialists shall be comprised of physicians selected equally by each party (three each). Use of this list shall be on a rotating basis among the six (6) physicians.

Neither the City or any of its representatives, nor the Union or any of its representatives shall communicate ex parte with the neutral physician regarding the member's physical condition, the type or length of treatment to be provided/received, and/or the member's capability of returning to work. If the City or any of its representatives, including any third party administrator(s) engaged by or associated with the City, communicates ex parte with the neutral physician, then the opinion of the member's private physician will be binding. If the Union or any of its representatives communicates ex parte with the neutral physician, then the opinion of the Fire Department physician shall be binding.

City medical examinations and examinations by the neutral physician shall be scheduled during the physician's normal business hours. Any member making a claim of IOD status shall make himself/herself available for examination during said hours as scheduled. Said

requirements shall apply to all members, regardless of whether the member's normal tour of duty coincides with the physician's normal business hours. If the member's normal tour of duty coincides with the physician's normal business hours, the member shall be placed on paid leave for any amount of time which he/she is absent from his/her tour of duty. Any fee charged by the physician as a result of a member's failure to keep an appointment, except in the case of a documented emergency or without other reasonable cause, shall be the sole responsibility of the member.

After the member's initial evaluation of IOD status by the neutral physician, the City may require said member to be examined by the neutral physician, no more than one (1) time every sixty (60) days, in order to update said member's IOD status evaluation. Nothing herein shall prohibit the member from attending his/her private physician for necessary treatment and/or evaluation during the period said member is carried in an IOD status.

The member shall continue to be carried in an IOD status until such times as the Chief receives a written report from the neutral physician indicating that the member is capable of returning to work. Except in the case of a documented emergency or without other reasonable cause (in which case the member shall notify his commanding officer prior to the scheduled appointment), if the member should fail to attend the scheduled appointment with the neutral physician, the member shall be removed from IOD status and shall not be entitled to any of the benefits under Article X until such time that the member is examined by the neutral physician.

The neutral physician shall be a physician specializing in the area of complaint or injury as suffered by the member. In the event there is no such specialist, then the member shall be seen at a recognized medical facility or by a recognized physician selected by the member's treating physician and the City's physician which/who specializes in the area of the complaint or injury as suffered by the member. The physician selected as the neutral shall not be someone who previously treated the member for the complaint or injury for which the member is seeking treatment under this section.

D. (NEW) When a member of the bargaining unit has suffered an injury in the line of duty and subsequently claims a recurrence of that injury, he shall be carried injured on duty from the date of the recurrence and then may be examined by a physician selected by the Fire Department. In the event that the Fire Department's physician advises the Chief that in his/her opinion the present condition is not related to the member's previous injury, then said member shall be entitled to be examined by his private physician within a reasonable amount of time (e.g. thirty (30) days), unless the member has been regularly seeing his physician and/or has received a written report from his/her physician regarding the member's ability to return to work within thirty (30) days prior to his/her seeing the Fire Department's physician.

If the opinion of the member's private physician is in conflict with that of the Fire Department physician as to whether or not the member's condition is a recurrence of a previous injury in the line of duty, then the member shall be required to be examined by a neutral physician selected by the member's treating physician and the Department's physician in

accordance with the terms set forth in Section C of this Article. The results from the examination by the neutral physician shall be conclusive on the parties. For purposes of this subsection, "conclusive" shall mean the member has no right to grieve, arbitrate or otherwise avail himself/herself to the grievance procedure (Article XV) with regard to any report or results received from the neutral physician concerning the member's physical condition, and/or the member's capability of returning to work. The cost of the examination shall be paid for by the City. If the member's treating physician and the City's physician cannot agree on a neutral physician within thirty (30) days, then a neutral physician shall be selected from a previously agreed upon list of six (6) specialists in the area of the complaint of the injured member. The above list of specialists shall be comprised of physicians selected equally by each party (three each). Use of this list shall be on a rotating basis among the six (6) physicians.

Neither the City or any of its representatives, nor the Union or any of its representatives shall communicate ex parte with the neutral physician regarding the member's physical condition, the type or length of treatment to be provided/received, and/or the member's capability of returning to work. If the City or any of its representatives, including any third party administrator(s) engaged by or associated with the City, communicates ex parte with the neutral physician, then the opinion of the member's private physician shall be binding. If the Union or any of its representatives communicates ex parte with the neutral physician, then the opinion of the Fire Department physician shall be binding.

City medical examinations and examinations by the neutral physician shall be scheduled during the physician's normal business hours. Any member making a claim of IOD status shall make himself/herself available for examination during said hours as scheduled. Said requirements shall apply to all members, regardless of whether the member's normal tour of duty coincides with the physician's normal business hours. If the member's normal tour of duty coincides with the physician's normal business hours, the member shall be placed on paid leave for any amount of time which he/she is absent from his/her tour of duty. Any fee charged by the physician as a result of a member's failure to keep an appointment, except in the case of a documented emergency or without other reasonable cause, shall be the sole responsibility of the member.

After the member's initial evaluation of IOD status by the neutral physician, the City may require said member to be examined by the same neutral physician, no more than one (1) time every sixty (60) days, in order to update said member's IOD status evaluation. Nothing herein shall prohibit the member from attending his/her private physician for necessary treatment and/or evaluation during the period said member is carried in an IOD status.

The member shall continue to be carried in an IOD status until such time as the Chief receives a written report from the neutral physician indicating that the member's present condition is not related to the previous injury. Except in the case of a documented emergency or without other reasonable cause (in which case the member shall notify his commanding officer prior to the scheduled appointment), if the member should fail to attend the scheduled appointment, the member shall be removed from IOD status and shall not be entitled to any of

the benefits under Article X until such time that the member is examined by the neutral physician.

The neutral physician shall, wherever possible, specialize in the area of the complaint or injury as suffered by the member. In the event there is no such specialist, then the member shall be seen at a recognized medical facility or by a recognized physician selected by the member's treating physician and the Department's physician which/who specializes in the area of the complaint or injury as suffered by the member. The neutral physician shall not be someone who previously treated the member for the complaint or injury for which the member is seeking treatment under this Section.

If it is finally determined that said injury is a recurrence of a previous injury in the line of duty, the Department shall be responsible for payment of the member's medical expense.

10. Article X

Section 4 - Light Duty (NEW)

1. Establishment

There shall be established a maximum of ten (10) light duty positions, which shall not affect the minimum manning staffing levels of the Department. It is not the City's or the Department's intent in the establishment of light duty positions to create full time permanent jobs for members injured on duty. These positions shall be filled by members where it has been determined, pursuant to Sections C and D of Article X, that said member is expected to fully recover and return to his/her full firefighting duties or other normal duties, subject to the provisions of the collective bargaining agreement. Nothing contained herein shall be construed to entitle any member to a light duty assignment or a specific light duty task.

2. Type of Work

Light duty positions shall be utilized in the Division of Fire Prevention, Division of Training, Carpenter Shop, Air Supply, Supply Room or the Department's headquarters. Each such light duty position offered by the Department shall not be inconsistent with the recommendations of the member's treating physician, the Department's physician or the neutral physician, under Section C or D where appropriate, regarding the eligibility for light duty.

3. Hours of Work

The light duty work shall be performed on a four (4) day, eight (8) hour per day basis, Monday through Friday, during normal business hours. The City shall grant time off for any and all necessary appointments and treatments, and such time off shall not be considered to have occurred on the member's day off.

4. On The Job Injuries

Light duty shall be first assigned to members who are disabled as a result of an on the job injury. Members with on the job injuries, who are medically certified, in accordance with Section C or D of Article X, to be capable of light duty, will accept a light duty assignment if one is available.

5. Non-Job Related Injuries

Light duty shall be offered to members who are disabled from performing duties as a firefighter as a result of non-job related injuries. Members with non-job related injuries who are medically certified to be capable of light duty will be assigned to take a light duty assignment if one is available. The Department may bump a firefighter with a non-job related injury from a light duty position in order to fill that assignment with a firefighter who is capable of light duty work and who is on IOD status.

6. Length of Light Duty Assignment

A member shall not be assigned to light duty for a period longer than twelve (12) months commencing on the date of his/her assignment to light duty, unless otherwise agreed by the President or Vice President of Local 799. A member shall not be assigned to light duty during the first ninety (90) calendar days following the date of his/her injury on duty, and all the time periods for assignment to light duty shall follow this initial ninety (90) calendar period. Notwithstanding the above ninety (90) day period, if a member's treating physician or the neutral physician finds that the member is able to work light duty sooner than the expiration of the ninety (90) day period, the Department may assign light duty to said member.

11. Article X

Section 5 - Maternity Leave (NEW)

The City shall provide for "Maternity Leave" as follows: Upon notification in writing by a medical doctor of the member's pregnancy, the member may temporarily transfer to the Fire Prevention Division of the Division of Training. The member at her discretion may then work a five (5) day schedule and be allowed to accrue "comp days" at a rate of one (1) day per week. Said "comp time" shall be used for the purpose of Maternity Leave to attend to the birth of the child. "Comp time" shall be used before any other form of leave as provided for in the collective bargaining agreement. Upon termination of Maternity Leave the member shall be returned to her original assignment.

12. Article XVII
Minimum Manning

The parties agree to the following minimum manning standards changes:

Change language to reflect the City is not obligated to call in a fourth (4th) man/woman to replace absence due to leave of absence for the following reasons as identified in Article IX, Section 2, Paragraphs D, E and F, until the manning drops below 92 per shift; this change will not apply to any other provisions other than those stated above. This change will be effective upon ratification of this Agreement by both parties.

The parties agree that the above reduction in manning will be accomplished by the Department not including three chiefs as part of the manning complement (reducing manning from 98-95) and by not being required to call back three chief aides/chauffeurs (reducing manning from 95-92). The above reduction in minimum manning from 98-92 in no way effects having the chief's cars of Division 1; Battalion 2; and Battalion 3 in service on each shift.

13. Article XXII, Section 21 (NEW)
Attendance Bonus

The City shall pay an attendance bonus of \$275.00 to any member who does not use any Leave of Absence during the previous calendar year. This provision shall not include the use of item "H" as provided for in Article IX, Section 2. The payout for attendance bonus shall commence on or before the 20th day of January of each year beginning January, 2000.

14. Article XXII
Child of a Firefighter Killed In The Line Of Duty

The City of Providence and the Fire Department will give preference for appointment to the Providence Fire Department to the child of any firefighter who is killed, or dies from line of duty injuries, or is permanently disabled due to heart disease, lung disease, or cancer in accordance with R.I.G.L. 45-19-1 et seq. including paraplegia and quadriplegia and is placed on accidental disability; provided said child meets all physical and mental qualifications for appointment and passes any examination required of the applicant

15. Article XII
Section 3 - Longevity Supplement (NEW)

Effective July 1, 1996, the following schedule shall apply for employees hired on or after July 1, 1996:

<u>% of annual salary</u>	<u>Service Time</u>
7%	5 years but less than 10 years
8%	10 years but not less than 15 years

9%
10%

15 years but not less than 20 years
20 years or more

16. NEW ARTICLE

Effective July 1, 1998, the City shall contribute funds of \$5,000 per year to the Union's EAP Trust Fund Program. Said funds shall be payable on the first day of July each year. Said funds to be used for training and assistance to members enrolled in the program.

The Union, prior to receipt of the above monies, shall present to the City a copy of the Trust Document establishing the EAP Program.

17. Article VI, Section 5 (NEW PARAGRAPH)

Members assigned to the Bureau of Operational Control shall receive an hourly rate of overtime pay equal to time and one-half of one-thirty-sixth (1/36) of the employee's weekly salary. Overtime will be paid on the pay day of the second week following the calendar week in which the overtime is worked.

18. Article XXVIII Union Parity

The parties agree to delete this provision in its entirety.

19. Article IX and X Family and Medical Leave Act (NEW LANGUAGE)

When a bargaining unit member is granted leave of absence, uses sick leave, is out due to injury or is otherwise away from work under either Article IX, Sections 2A, B, E or F, Article X, Sections 1A, 2, 3A, 3D or for a reason as identified in the Federal Family and Medical Leave Act of 1993 (FMLA), such time away from work shall be categorized as FMLA leave. In addition to the reasons set forth in Article IX and X above, FMLA leave shall be for:

1. the birth of a child and in order to care for that child;
2. the placement of a child for adoption or foster care;
3. to care for a spouse, child, or parent with a serious health condition; or
4. the serious health condition (described below) of the employee.

A serious health condition shall include, but is not limited to, a condition which requires inpatient care at a hospital, hospice, or residential medical care facility, or a condition which requires continuing care by a licensed health care provider or a condition which requires

continuing assisted living in one's home.

The length of FMLA leave shall be for a maximum of twelve (12) weeks (in alternating years, 13 weeks if used consecutively) during any twelve (12) month period commencing with the first day of the leave. For purposes of this provision, FMLA leave will run concurrently with any other leave for which a firefighter may be eligible. Nothing contained herein shall abridge and/or modify any applicable state or federal law(s).

20. Article XVII, Section 2

The City agrees to create an additional Lieutenant position in the Fire Prevention Division.

21. NEW LANGUAGE

The parties agree to engage in discussions during the final year of this Agreement concerning having promotional testing performed by an outside agency. The parties agree that neither is committed to any agreement, but will engage in good faith discussion about this subject

22. NEW LANGUAGE

The parties agree that the terms and conditions of this 1996-99 collective bargaining agreement shall, upon ratification by the appropriate authorities of each party, remain in full force and effect until such time as the parties enter into, and have ratified or arbitrated, a successor collective bargaining agreement.

WHEREFORE, the parties hereto, having read the foregoing and being duly authorized, do hereby agree to all the terms and conditions contained herein and so signify by affixing their signatures on this 25 day of June, 1998.


CITY OF PROVIDENCE


PROVIDENCE FIREFIGHTERS,
LOCAL 799

TENTATIVE AGREEMENT

This Tentative Agreement is made and entered into this _____ day of _____, 1998 by and between the CITY OF PROVIDENCE (hereinafter referred to as the "City") and LOCAL 799, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, (hereinafter referred to as the "Union").

WHEREAS, the parties hereto have conducted good faith negotiations pursuant to Title 28, Chapters 7 and 9.1 of the Rhode Island General Laws, as amended, and

WHEREAS, the parties negotiations have resulted in this Tentative Agreement for a Collective Bargaining Agreement, effective July 1, 1996 to June 30, 1999; and

WHEREAS, the parties hereto desire to codify their Agreement and be bound by the same.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The collective bargaining agreement dated July 1, 1995 through June 30, 1996, as created from the Arbitration Decision of March 28, 1998 between the City and the Union, is incorporated herein by reference as if fully reproduced, except as expressly modified below.

2. Article XXIX

Duration

This Agreement shall be for the term beginning July 1, 1996 and ending June 30, 1999.

3. Article XII

Section 1 - Salary For The Firefighters

Salaries for all uniformed members of the City of Providence Fire Department shall be as follows:

Effective January 1, 1997, a 3% salary increase;
Effective July 1, 1997, a 3.75% salary increase;
Effective July 1, 1998, a 4.25% salary increase;
Effective June 30, 1999, a 2% salary increase.

The City agrees to pay the base salary portion of retroactive monies due from the 3%, 3.75% and 4.25% salary increases during the first pay period in September, 1998.

The City agrees to pay the remaining retroactive monies (i.e. overtime, longevity, sick leave, callback, details, etc) due from the 3%, 3.75% and 4.25% salary increases during the first pay period in January, 1999.

4. Article IV, Section 2.1

This system shall not apply to chief's aides except that a vacancy created by the appointment of a chief's aide shall be considered a secondary bid, followed by a third bid, followed by a fourth bid, followed by a fifth bid. This system shall apply to the special services positions of person in charge of air supply (captains pay), car 79 (12% pay differential), car 56 (9% pay differential), person in charge of supply room (captains pay), juvenile firesetter coordinator (lieutenants pay), training instructor at the Division of Training (lieutenants pay), and four (4) fire prevention plan reviewers (3% pay differential). A successful bidder for the above named positions must obtain necessary certifications. Any costs associated with certifications as provided by this provision shall be borne by the City. All members currently serving in the above referenced positions shall remain in said positions.

Failure to obtain necessary certification will result in the loss of the bid assignment and the next qualified bidder will be assigned to the position. For the purpose of this section, the Rescue Division shall not be considered a special service. For the purpose of this section the position of person in charge of air supply, cars 56 & 79, person in charge of carpenter shop, person in charge of supply room, juvenile firesetter coordinator and training instructor at the Division of Training shall be filled by bid based on seniority by the member's date of appointment to the Providence Fire Department, regardless of member's rank. Members must have one (1) year of accumulated time in car 56 in order to bid to car 79.

By agreement of the above proposal, the Union agrees to withdraw its pending grievance/arbitration on pager and overtime pay, AAA No. 11 390 02029 97.

5. Article X111

Section 1 - Blue Cross, Physician Service

C. (New) The City agrees to add to City Blue Health Care, either individual or family coverage, as an option to the list of current medical providers for active employees. Members may voluntarily subscribe to this option during normal enrollment periods. This option is not intended to replace any other option currently offered. Nothing contained herein shall be construed to alter and/or modify in any way the health care provided to active members who were hired on or before June 30, 1996, as set forth above. Nothing contained herein shall prevent any member from selecting an alternative during an enrollment period (as currently offered).

The City agrees to add City Blue Health Care, either individual or family coverage, as an option to the list of current medical providers for retired firefighters. Retirees may voluntarily subscribe to this option during normal enrollment periods. This option is not intended to replace any other option currently offered to retired firefighters. Nothing contained herein shall be construed to alter and/or modify in any way the health care provided to a retired member who was hired on or before June 30, 1996, as set forth above.

Employees hired on or after July 1, 1996 will receive City Blue Health Care (see attached

benefit outline). Any employee hired on or after July 1, 1996 who retires from employment with the City, either on regular or disability, will receive individual City Blue Health Care with no spousal coverage. Retired employees will be allowed to purchase, at the retired employee's expense, spousal coverage at the City's rate and the City will agree to cover any rate increase above the cost of the spousal portion in those years after the employee completes one year of retirement.

6. Article XXIV
Pension Escalation

The parties agree to arbitrate in accordance with R.I.G.L. 28-9.1 the pension/COLA issues for the 1996-99 Agreement.

7. Article VII
Section 1 H - Vacations (NEW)

Effective January 1, 1999, all uniformed members will be allowed to take vacation time in increments of one (1) day to a maximum of eight (8) days, per calendar year, in accordance with policies to be agreed upon by the parties. The maximum number of uniformed members, per day, allowed to take one (1) day vacations shall not be more than six (6) per shift. Selection of vacations under this provision shall be on a first come, first serve basis. Requests for one (1) day vacations will be made no more than seven (7) days in advance. However, forty-eight (48) hours written notice is required.

Single day vacations may be granted on the following dates at the discretion of the Chief of the Department, subject to application to the Chief of the Department at least thirty (30) days in advance:

July 4 Holiday - July 3: A.M. and P.M. shifts

July 4: A.M. and P.M. shifts

July 5: A.M. and P.M. shifts

Thanksgiving Day Holiday - A.M. and P.M. shifts

Christmas Day Holiday - December 24: A.M. and P.M. shifts

December 25: A.M. and P.M. shifts

New Year's Day Holiday - December 31: P.M. shift

January 1: P.M. shift

A.M. and P.M. shifts of all other paid holidays, as listed in Article VII, Section 8, shall also be subject to this section.

8. Article VII
Clothing Provision

Increase clothing maintenance payment by \$50.00 annually beginning July 1, 1998.

9. Article X
Section 3 - Medical Care for Injuries (NEW)

C. (NEW) If a member is injured in the line of duty the Department may require the member to be examined by a physician selected by the Department. In the event that the Fire Department physician advises the Chief in writing that in his opinion a member of the bargaining unit who is being carried IOD is able to return to work, then said member shall be entitled to be examined by his private physician within a reasonable period of time (e.g. 30 days), unless the member has been regularly seeing his physician and/or has received a written report from his physician regarding the member's ability to return to work within thirty (30) days prior to his seeing the Fire Department's physician.

If the opinion of the member's private physician is in conflict with that of the Fire Department physician as to whether or not the member is able to return to work, then the member shall be required to be examined by a third physician (the "neutral") selected by agreement between the member's treating physician and the Department's physician. The results from the examination by the neutral physician shall be conclusive on the parties. For purposes of this subsection, "conclusive" shall mean the member has no right to grieve, arbitrate or otherwise avail himself/herself to the grievance procedure (Article XV) with regard to any report or results received from neutral physician concerning the member's physical condition and/or the member's capability of returning to work. The cost of the examination shall be paid for by the City. If the member's treating physician and the City's physician cannot agree on a neutral physician within thirty (30) days, then a neutral physician shall be selected from a previously agreed upon list of six (6) specialist in the area of the complaint of the injured member. The above list of specialists shall be comprised of physicians selected equally by each party (three each). Use of this list shall be on a rotating basis among the six (6) physicians.

Neither the City or any of its representatives, nor the Union or any of its representatives shall communicate ex parte with the neutral physician regarding the member's physical condition, the type or length of treatment to be provided/received, and/or the member's capability of returning to work. If the City or any of its representatives, including any third party administrator(s) engaged by or associated with the City, communicates ex parte with the neutral physician, then the opinion of the member's private physician will be binding. If the Union or any of its representatives communicates ex parte with the neutral physician, then the opinion of the Fire Department physician shall be binding.

City medical examinations and examinations by the neutral physician shall be scheduled during the physician's normal business hours. Any member making a claim of IOD status shall make himself/herself available for examination during said hours as scheduled. Said

requirements shall apply to all members, regardless of whether the member's normal tour of duty coincides with the physician's normal business hours. If the member's normal tour of duty coincides with the physician's normal business hours, the member shall be placed on paid leave for any amount of time which he/she is absent from his/her tour of duty. Any fee charged by the physician as a result of a member's failure to keep an appointment, except in the case of a documented emergency or without other reasonable cause, shall be the sole responsibility of the member.

After the member's initial evaluation of IOD status by the neutral physician, the City may require said member to be examined by the neutral physician, no more than one (1) time every sixty (60) days, in order to update said member's IOD status evaluation. Nothing herein shall prohibit the member from attending his/her private physician for necessary treatment and/or evaluation during the period said member is carried in an IOD status.

The member shall continue to be carried in an IOD status until such times as the Chief receives a written report from the neutral physician indicating that the member is capable of returning to work. Except in the case of a documented emergency or without other reasonable cause (in which case the member shall notify his commanding officer prior to the scheduled appointment), if the member should fail to attend the scheduled appointment with the neutral physician, the member shall be removed from IOD status and shall not be entitled to any of the benefits under Article X until such time that the member is examined by the neutral physician.

The neutral physician shall be a physician specializing in the area of complaint or injury as suffered by the member. In the event there is no such specialist, then the member shall be seen at a recognized medical facility or by a recognized physician selected by the member's treating physician and the City's physician which/who specializes in the area of the complaint or injury as suffered by the member. The physician selected as the neutral shall not be someone who previously treated the member for the complaint or injury for which the member is seeking treatment under this section.

D. (NEW) When a member of the bargaining unit has suffered an injury in the line of duty and subsequently claims a recurrence of that injury, he shall be carried injured on duty from the date of the recurrence and then may be examined by a physician selected by the Fire Department. In the event that the Fire Department's physician advises the Chief that in his/her opinion the present condition is not related to the member's previous injury, then said member shall be entitled to be examined by his private physician within a reasonable amount of time (e.g. thirty (30) days), unless the member has been regularly seeing his physician and/or has received a written report from his/her physician regarding the member's ability to return to work within thirty (30) days prior to his/her seeing the Fire Department's physician.

If the opinion of the member's private physician is in conflict with that of the Fire Department physician as to whether or not the member's condition is a recurrence of a previous injury in the line of duty, then the member shall be required to be examined by a neutral physician selected by the member's treating physician and the Department's physician in

accordance with the terms set forth in Section C of this Article. The results from the examination by the neutral physician shall be conclusive on the parties. For purposes of this subsection, "conclusive" shall mean the member has no right to grieve, arbitrate or otherwise avail himself/herself to the grievance procedure (Article XV) with regard to any report or results received from the neutral physician concerning the member's physical condition, and/or the member's capability of returning to work. The cost of the examination shall be paid for by the City. If the member's treating physician and the City's physician cannot agree on a neutral physician within thirty (30) days, then a neutral physician shall be selected from a previously agreed upon list of six (6) specialists in the area of the complaint of the injured member. The above list of specialists shall be comprised of physicians selected equally by each party (three each). Use of this list shall be on a rotating basis among the six (6) physicians.

Neither the City or any of its representatives, nor the Union or any of its representatives shall communicate ex parte with the neutral physician regarding the member's physical condition, the type or length of treatment to be provided/received, and/or the member's capability of returning to work. If the City or any of its representatives, including any third party administrator(s) engaged by or associated with the City, communicates ex parte with the neutral physician, then the opinion of the member's private physician shall be binding. If the Union or any of its representatives communicates ex parte with the neutral physician, then the opinion of the Fire Department physician shall be binding.

City medical examinations and examinations by the neutral physician shall be scheduled during the physician's normal business hours. Any member making a claim of IOD status shall make himself/herself available for examination during said hours as scheduled. Said requirements shall apply to all members, regardless of whether the member's normal tour of duty coincides with the physician's normal business hours. If the member's normal tour of duty coincides with the physician's normal business hours, the member shall be placed on paid leave for any amount of time which he/she is absent from his/her tour of duty. Any fee charged by the physician as a result of a member's failure to keep an appointment, except in the case of a documented emergency or without other reasonable cause, shall be the sole responsibility of the member.

After the member's initial evaluation of IOD status by the neutral physician, the City may require said member to be examined by the same neutral physician, no more than one (1) time every sixty (60) days, in order to update said member's IOD status evaluation. Nothing herein shall prohibit the member from attending his/her private physician for necessary treatment and/or evaluation during the period said member is carried in an IOD status.

The member shall continue to be carried in an IOD status until such time as the Chief receives a written report from the neutral physician indicating that the member's present condition is not related to the previous injury. Except in the case of a documented emergency or without other reasonable cause (in which case the member shall notify his commanding officer prior to the scheduled appointment), if the member should fail to attend the scheduled appointment, the member shall be removed from IOD status and shall not be entitled to any of

the benefits under Article X until such time that the member is examined by the neutral physician.

The neutral physician shall, wherever possible, specialize in the area of the complaint or injury as suffered by the member. In the event there is no such specialist, then the member shall be seen at a recognized medical facility or by a recognized physician selected by the member's treating physician and the Department's physician which/who specializes in the area of the complaint or injury as suffered by the member. The neutral physician shall not be someone who previously treated the member for the complaint or injury for which the member is seeking treatment under this Section.

If it is finally determined that said injury is a recurrence of a previous injury in the line of duty, the Department shall be responsible for payment of the member's medical expense.

10. Article X
Section 4 - Light Duty (NEW)

1. Establishment

There shall be established a maximum of ten (10) light duty positions, which shall not affect the minimum manning staffing levels of the Department. It is not the City's or the Department's intent in the establishment of light duty positions to create full time permanent jobs for members injured on duty. These positions shall be filled by members where it has been determined, pursuant to Sections C and D of Article X, that said member is expected to fully recover and return to his/her full firefighting duties or other normal duties, subject to the provisions of the collective bargaining agreement. Nothing contained herein shall be construed to entitle any member to a light duty assignment or a specific light duty task.

2. Type of Work

Light duty positions shall be utilized in the Division of Fire Prevention, Division of Training, Carpenter Shop, Air Supply, Supply Room or the Department's headquarters. Each such light duty position offered by the Department shall not be inconsistent with the recommendations of the member's treating physician, the Department's physician or the neutral physician, under Section C or D where appropriate, regarding the eligibility for light duty.

3. Hours of Work

The light duty work shall be performed on a four (4) day, eight (8) hour per day basis, Monday through Friday, during normal business hours. The City shall grant time off for any and all necessary appointments and treatments, and such time off shall not be considered to have occurred on the member's day off.

4. On The Job Injuries

Light duty shall be first assigned to members who are disabled as a result of an on the job injury. Members with on the job injuries, who are medically certified, in accordance with Section C or D of Article X, to be capable of light duty, will accept a light duty assignment if one is available.

5. Non-Job Related Injuries

Light duty shall be offered to members who are disabled from performing duties as a firefighter as a result of non-job related injuries. Members with non-job related injuries who are medically certified to be capable of light duty will be assigned to take a light duty assignment if one is available. The Department may bump a firefighter with a non-job related injury from a light duty position in order to fill that assignment with a firefighter who is capable of light duty work and who is on IOD status.

6. Length of Light Duty Assignment

A member shall not be assigned to light duty for a period longer than twelve (12) months commencing on the date of his/her assignment to light duty, unless otherwise agreed by the President or Vice President of Local 799. A member shall not be assigned to light duty during the first ninety (90) calendar days following the date of his/her injury on duty, and all the time periods for assignment to light duty shall follow this initial ninety (90) calendar period. Notwithstanding the above ninety (90) day period, if a member's treating physician or the neutral physician finds that the member is able to work light duty sooner than the expiration of the ninety (90) day period, the Department may assign light duty to said member.

11. Article X

Section 5 - Maternity Leave (NEW)

The City shall provide for "Maternity Leave" as follows: Upon notification in writing by a medical doctor of the member's pregnancy, the member may temporarily transfer to the Fire Prevention Division of the Division of Training. The member at her discretion may then work a five (5) day schedule and be allowed to accrue "comp days" at a rate of one (1) day per week. Said "comp time" shall be used for the purpose of Maternity Leave to attend to the birth of the child. "Comp time" shall be used before any other form of leave as provided for in the collective bargaining agreement. Upon termination of Maternity Leave the member shall be returned to her original assignment.

12. Article XVII
Minimum Manning

The parties agree to the following minimum manning standards changes:

Change language to reflect the City is not obligated to call in a fourth (4th) man/woman to replace absence due to leave of absence for the following reasons as identified in Article IX, Section 2, Paragraphs D, E and F, until the manning drops below 92 per shift; this change will not apply to any other provisions other than those stated above. This change will be effective upon ratification of this Agreement by both parties.

The parties agree that the above reduction in manning will be accomplished by the Department not including three chiefs as part of the manning complement (reducing manning from 98-95) and by not being required to call back three chief aides/chauffeurs (reducing manning from 95-92). The above reduction in minimum manning from 98-92 in no way effects having the chief's cars of Division 1; Battalion 2; and Battalion 3 in service on each shift.

13. Article XXII, Section 21 (NEW)
Attendance Bonus

The City shall pay an attendance bonus of \$275.00 to any member who does not use any Leave of Absence during the previous calendar year. This provision shall not include the use of item "H" as provided for in Article IX, Section 2. The payout for attendance bonus shall commence on or before the 20th day of January of each year beginning January, 2000.

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Child of a Firefighter Killed In The Line Of Duty

The City of Providence and the Fire Department will give preference for appointment to the Providence Fire Department to the child of any firefighter who is killed, or dies from line of duty injuries, or is permanently disabled due to heart disease, lung disease, or cancer in accordance with R.I.G.L. 45-19-1 et seq. including paraplegia and quadriplegia and is placed on accidental disability; provided said child meets all physical and mental qualifications for appointment and passes any examination required of the applicant

15. Article XII
Section 3 - Longevity Supplement (NEW)

Effective July 1, 1996, the following schedule shall apply for employees hired on or after July 1, 1996:

<u>% of annual salary</u>	<u>Service Time</u>
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9%
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20 years or more

16. NEW ARTICLE

Effective July 1, 1998, the City shall contribute funds of \$5,000 per year to the Union's EAP Trust Fund Program. Said funds shall be payable on the first day of July each year. Said funds to be used for training and assistance to members enrolled in the program.

The Union, prior to receipt of the above monies, shall present to the City a copy of the Trust Document establishing the EAP Program.

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Members assigned to the Bureau of Operational Control shall receive an hourly rate of overtime pay equal to time and one-half of one-thirty-sixth (1/36) of the employee's weekly salary. Overtime will be paid on the pay day of the second week following the calendar week in which the overtime is worked.

18. Article XXVIII

Union Parity

The parties agree to delete this provision in its entirety.

19. Article IX and X

Family and Medical Leave Act (NEW LANGUAGE)

When a bargaining unit member is granted leave of absence, uses sick leave, is out due to injury or is otherwise away from work under either Article IX, Sections 2A, B, E or F, Article X, Sections 1A, 2, 3A, 3D or for a reason as identified in the Federal Family and Medical Leave Act of 1993 (FMLA), such time away from work shall be categorized as FMLA leave. In addition to the reasons set forth in Article IX and X above, FMLA leave shall be for:

1. the birth of a child and in order to care for that child;
2. the placement of a child for adoption or foster care;
3. to care for a spouse, child, or parent with a serious health condition; or
4. the serious health condition (described below) of the employee.

A serious health condition shall include, but is not limited to, a condition which requires inpatient care at a hospital, hospice, or residential medical care facility, or a condition which requires continuing care by a licensed health care provider or a condition which requires

continuing assisted living in one's home.

The length of FMLA leave shall be for a maximum of twelve (12) weeks (in alternating years, 13 weeks if used consecutively) during any twelve (12) month period commencing with the first day of the leave. For purposes of this provision, FMLA leave will run concurrently with any other leave for which a firefighter may be eligible. Nothing contained herein shall abridge and/or modify any applicable state or federal law(s).

20. Article XVII, Section 2

The City agrees to create an additional Lieutenant position in the Fire Prevention Division.

21. NEW LANGUAGE

The parties agree to engage in discussions during the final year of this Agreement concerning having promotional testing performed by an outside agency. The parties agree that neither is committed to any agreement, but will engage in good faith discussion about this subject

22. NEW LANGUAGE

The parties agree that the terms and conditions of this 1996-99 collective bargaining agreement shall, upon ratification by the appropriate authorities of each party, remain in full force and effect until such time as the parties enter into, and have ratified or arbitrated, a successor collective bargaining agreement.

WHEREFORE, the parties hereto, having read the foregoing and being duly authorized, do hereby agree to all the terms and conditions contained herein and so signify by affixing their signatures on this 25 day of June, 1998.


CITY OF PROVIDENCE


PROVIDENCE FIREFIGHTERS,
LOCAL 799

AGREEMENT

Pursuant to the provisions of Chapter 28-9.1 of the General Laws of the State of Rhode Island, 1956, as amended, entitled, "An Act to Provide for Settlement of Dispute Concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Fire Department", this Agreement is made and entered into this ___ day of ___, ~~1992~~ 1998 by and between the CITY OF PROVIDENCE (hereinafter referred to as the "City") and LOCAL 799, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, (hereinafter referred to as the "Union").

PREAMBLE

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

ARTICLE I

Section 1 - RECOGNITION

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

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

Section 2 - UNION SECURITY

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

The City and the Union recognize that this is an agency shop agreement and in accordance with such, it is understood that each employee who is a member of the bargaining unit herein above-defined, but who is not a member of the Union, shall be liable to contribute to the said Union as representation costs, an amount equivalent to such dues that are from time to time authorized, levied,

and collected from the general membership of said Union. The City agrees to deduct the above amounts from the earnings of each of said employees so covered by this Agreement in accordance with Section 3 hereafter.

Section 3 - DUES DEDUCTED

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

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

Section 4 - NEGOTIATIONS

All employees covered by this Agreement who are officers of Local 799 or who are appointed by Local 799 as members of that committee's collective bargaining negotiating team (said negotiating team not to exceed ten (10) in number) shall be allowed time off for official Union business in negotiations or conferences with the City Administration, Commissioner of Public Safety

and/or Chief of the Department, with pay, and without the requirements to make up said time; except that this provision for time off, with pay, shall not apply to more than three (3) members at one time.

Section 5 - UNION ACTIVITIES

Elected Union Officials, President, Vice-President, Secretary-Treasurer, and six (6) Executive Board Members (including a Health and Safety Representative) who are on duty shall be granted time off with pay to attend: (a) all scheduled Local Union meetings; (b) as delegates, not to exceed four (4) in number, the IAFF National Convention, the Annual State AFL-CIO Convention, the IAFF Legislative Conference, and the IAFF Health and Safety Conference; (c) not to exceed two (2) in number, the following four (4) annual convention/seminars, the cost of which are to be assumed by Department, not to exceed a total cost of \$2,000.00 per convention: Hazardous Materials Seminar, Employee Assistance Seminar, International Association of Firefighters Regional Seminar, and Pension Benefits Conference. **In addition to the above, after notification to the Chief of the Department (or his designee), the President, Vice President, and/or Secretary-Treasurer of the Union shall be permitted time off for Union business.** The Chief of the Department may deny such time off in case of emergency. No elected Union official may be involuntarily transferred from one platoon to another during his/her term of office.

ARTICLE II

MANAGEMENT RIGHTS

The City retains all rights and responsibilities granted by law to manage, control and direct

its Fire Department except as specifically abridged herein by the provisions of this Agreement.

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

ARTICLE III

SENIORITY

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

ARTICLE IV

Section 1 - VACANCIES

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

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

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

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

Section 2 - BID SYSTEM

A. Bids for vacancies shall be classified as primary, secondary, third, fourth and fifth bids. Primary bids will be awarded for vacancies created by Article IV, Section 1-C. Secondary bids shall be awarded for vacancies created by awarding of primary bids. Third bids shall be awarded for vacancies created by awarding of secondary bids. Fourth bids shall be awarded for vacancies created by awarding of third bids. Fifth bids shall be awarded for vacancies created by awarding of fourth bids. There shall be no bidding for vacancies created by awarding of fifth bids. Notwithstanding the above, no more than four (4) men/women (1 officer and three (3) men/women) shall be assigned under this bid system to each fire company.

B. When a vacancy occurs in a company, it shall be filled by bidding according to seniority

in rank. Notice of the vacancy shall be given to all fire companies and special service units to be posted on bulletin boards the day after the vacancy exists. Members who wish to bid for such vacancies shall make such requests by submitting a **Providence Fire Department Bid Form Form 17** within fourteen (14) days after said notice is posted.

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

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

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

~~F. This system shall not apply to chief's aides except that a vacancy created by the appointment of a chief's aide shall be considered a secondary bid, followed by a third bid, followed by a fourth bid, followed by a fifth bid. This system shall apply to the special services of air supply, carpentry shop and cars 56 and 79, provided that for air supply and carpentry shop, the successful bidder must possess the appropriate certification and/or qualifications to perform the positions for which the bid is submitted. A successful bidder for air supply must obtain certification within thirty (30) days of bid assignment. Failure to obtain certification will result in the loss of the bid assignment and the next qualified bidder will be assigned the position. For the purpose of this section, the Rescue Division shall not be considered a special service.~~

F. This system shall not apply to chief's aides except that a vacancy created by the

appointment of a chief's aide shall be considered a secondary bid, followed by a third bid, followed by a fourth bid, followed by a fifth bid. This system shall apply to the special services positions of person in charge of air supply/O² Filling Station (captain's pay), car 79 (12% pay differential), car 56 (9% pay differential), person in charge of carpenter shop (captain's pay), person in charge of supply room (captain's pay), juvenile firesetter coordinator (lieutenant's pay), training instructor at the Division of Training (lieutenant's pay), and four (4) fire prevention plan reviewers (3% pay differential). The successful bidder for any the above named positions must obtain necessary certifications. Any costs associated with certification as provided by this provision shall be borne by the City. All members currently serving, as of July 1, 1998, in the above referenced positions shall remain in said positions.

Failure to obtain necessary certification will result in the loss of the bid assignment and the next qualified bidder will be assigned to the position. For the purpose of this section, the Rescue Division shall not be considered a special service. For the purpose of this section the positions of person in charge of air supply/O² Filling Station, Cars 56 & 79, person in charge of carpenter shop, person in charge of supply room, juvenile firesetter coordinator and training instructor at the Division of Training shall be filled by bid based on seniority by the member's date of appointment to the Providence Fire Department, regardless of member's rank. Members must have one (1) year of accumulated time in car 56 in order to bid for car 79.

By agreement of the above proposal, the Union agrees to withdraw its pending grievance/arbitration on pager and overtime pay, AAA No. 11 390 02029 97.

G. Whenever a vacancy occurs through a promotion the bid for the vacancy shall be the

member's assignment when he/she was certified for promotion by the Division of Training.

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

Section 3 - TEMPORARY SERVICE OUT OF RANK

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

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

Section 4 - PROMOTIONS

A. Promotion to the rank of **Fire Lieutenant, Fire Captain, Fire Prevention Lieutenant, Fire Prevention/Arson Captain, Fire Rescue Lieutenant, Fire Rescue Captain, Man Person in Charge of Operational Control/Chief Captain Dispatcher, and Lieutenant Dispatcher and Captain** shall be made on a competitive basis prescribed by the present regulations of the Fire Department. No member of the bargaining unit shall be eligible for promotion to the rank of **Fire Rescue Lieutenant**

except after two (2) years total service within the rescue squad, and the member shall also possess an EMT-C certificate. Seniority for members permanently assigned to Rescue shall begin from the date the member was permanently assigned to Rescue. Seniority for members going into a permanent assignment to rescue shall include time from original date of appointment plus time served on details to Rescue, provided, however, that said time served on details for Rescue shall be at least a continuous six (6) month period. No member of the bargaining unit shall be eligible for promotion to Fire Prevention Lieutenant except after two (2) years of continuous service within the fire prevention bureau as a fire prevention inspector/investigator. No member of the bargaining unit shall be eligible for promotion to Fire Lieutenant except after two (2) years of continuous service within the fire suppression division as a firefighter.

B. The City shall have the Division of Training offer a minimum of one (1) school per year for firefighters and this school will be for the purpose of awarding points for promotions.

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

D. The source material list for preparation for promotional examinations shall be determined by **written** agreement between the parties ~~during negotiations for each collective bargaining agreement. (See list attached hereto as Exhibit A).~~

E. Eligibility and Qualifications for promotional schools shall be subject to the eligibility requirements and qualification requirements which are specifically delineated in the Providence Fire Department Regulation Governing the Operation of the Division of Training and which are hereby

adopted for the purposes and intent of this section. Any and all proposed changes to eligibility and qualifications for promotional school shall be subject to the collective bargaining process. ~~The 3/4 point for CPR Instructor is hereby dropped and not credited towards any promotional rank.~~

F. The parties agree to engage in discussions during the final year of this Agreement concerning having promotional testing performed by an outside agency. The parties agree that neither is committed to any agreement, but will engage in good faith discussions about this subject.

Section 5 - REVIEW OF EXAMINATION PAPERS

The examination papers of those members qualifying to enter promotional school may be made available for inspection by members who took the examination at the office of the Division of Training for a period of one (1) week after publication of the qualifying list. Any member who disputes the scoring of his/her examination and/or placement or non-placement on the qualifying list of members qualifying to enter the promotional school may present a grievance in accordance with the procedure as set forth in Article XV of this agreement.

ARTICLE V

Section 1 - DUTIES

The duties of the members of the Fire Department shall consist of prevention, control, extinguishing of fire, and emergency medical services, together with the necessary auxiliary administrative and service functions presently conducted by the Fire Department, and other

governmental duties, such as filling municipal swimming pools, pumping of cellars and building inspection, as are or may be prescribed by the Commissioner of Public Safety. Non-governmental duties shall be performed only with the consent of the Union President or Vice President. Daily station work of companies, such as cleaning of apparatus, equipment and company quarters, shall be carried out according to the past personnel practices. ~~Beds will be made up daily by the individuals who last used them.~~ Floor watch shall be eliminated effective May 1, 1988.

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

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

Section 2

All members of the bargaining unit appointed on or after July 1, 1989 shall, as a condition of continued employment, maintain certification as an emergency medical technician (EMT-A). Any such member who applies for recertification and who makes a good faith effort to obtain recertification but fails the examination required for recertification shall be allowed a period of eighteen (18) months from the date of failure of said examination to achieve recertification. The City shall provide at its expense all reasonable training expenses, supplies and equipment for any such member seeking recertification.

In addition, all members appointed prior to July 1, 1989 and currently certified as an EMT-A until 1992 or 1993 will maintain that certification until the expiration of said certification.

Section 3 - DETAILS TO OTHER UNITS

Active members of the Providence Fire Department whose duties are as defined in Article V, Section 1, shall not be detailed to other City Departments. The detail from one unit to another within the Fire Department shall be the responsibility of the Chief Officers of the Department, subject to the approval of the Chief of the Department. The Chief of the Department, or his/her designee, shall have the authority to detail members with EMT-C certification to a rescue unit upon an as needed basis by rotation.

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 or graduates of the Providence Fire Department Training School while awaiting appointment.

Section 2 - SUBSTITUTIONS

A. Members of the Department shall be permitted to substitute with members of equal rank

within the Department, provided however, that within the same company officers shall be permitted to substitute with officers or acting officers. No substitutions shall be permitted when Departmental emergency conditions shall exist, unless the substituting member is on a ninety-six (96) hour leave of absence. All request for substitution shall be made on the proper forms and in accordance with the Department Rules and Regulations. Substitutions, other than Two-hour Relief Substitutions or Emergency Substitutions, must receive the permission of the appropriate Chief Officer twenty-four (24) or more in advance. Substitutions shall not be allowed for the purpose of engaging in outside employment. A member who substitutes for another member shall not be entitled to any additional pay for said hours worked in substitution over and above his/her own tour of duty.

B. Two-Hour Relief Substitutions

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

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

(2) The substitute must report to the officer in command in proper uniform before relieving the member for whom he/she is substituting.

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

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

(5) Substitutions may be made at any time provided the member shall notify the

officer-in-charge within one hour after the 8:00 a.m. or 6:00 p.m. time signal which starts a tour.

C. Emergency Substitution

(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 #7 of the proper substitution form and make note thereof.

Section 3 - OVERTIME

All hours worked in excess of ten (10) hours on any day tour, or fourteen (14) hours on any night tour, shall be compensated for at the overtime rate of pay hereinafter set forth; provided, however, that members of other divisions who normally work shorter tours shall be compensated for hours worked in excess of a normal tour at any overtime rate of pay as hereinafter set forth; provided, that members held overtime for snow removal work or other emergency work (not including firefighting) shall be guaranteed a minimum of one (1) hour's pay, and all overtime worked in excess of one (1) hour shall be compensated in one-half (1/2) hour intervals, and provided further that overtime shall be paid when men/women are held over at a fire already in progress while waiting for relief, and the men/women 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 time and one-half of one-fortieth (1/40) of the employee's weekly salary. Overtime will be paid on the pay day of the second week following the calendar week in which the overtime is worked.

Members assigned to the Bureau of Operational Control shall receive on hourly rate of overtime pay equal to time and one-half of one-thirty-sixth (1/36) of the employee's weekly salary. Overtime will be paid on the pay day of the second week following the calendar week in which the overtime is worked.

Section 6 - CALL-BACK

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

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

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

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

firefighter who refuses a call-back shall be considered having worked the same.

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

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

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

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

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

Assignment of short call-back shall be from the short callback list at the discretion of the Deputy Assistant Chief on duty, the Administration Assistant to the Department, or their designees

from the short call-back list and equalized over a six-month period.

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

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

ARTICLE VII

Section 1 - VACATIONS

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

A. Upon completion of his/her training period and appointment as a permanent employee of the Fire Department, a member shall be entitled to eight (8) working days vacation during the calendar year in which he/she was appointed. For purposes of this article only, the appointment date for all employees sworn in on or after July 1, 1987 shall be the date that the member was actually sworn in as a permanent employee of the department, which date shall serve as their anniversary date for vacation purposes only.

B. During the calendar year and following the anniversary date in which they complete one (1) year of service, and in each calendar year thereafter, sixteen (16) working days' vacation.

C. During the calendar year and following the anniversary date in which they complete ten (10) years of continuance service and in each calendar year thereafter, twenty (20) working days' vacation.

D. During the calendar year and following the anniversary date in which they complete fifteen (15) years of continuous service, and in each calendar year thereafter, twenty-four (24) working days' vacation.

E. The provisions of this section shall be applicable commencing with calendar year 1988.

~~F. Each member of the bargaining unit shall relinquish one (1) week of vacation time (four (4) working days/forty eight (48) working hours) for the calendar year 1992. The relinquishing of vacation as set forth above shall be only for the calendar year 1992.~~

~~G F. Commencing on July 1, 1991~~ Each firefighter shall be allowed to carry over vacation time earned after July 1, 1991 but not used in the calendar year in which it is scheduled to be taken to a maximum accumulation of six (6) weeks (twenty-four (24) working days).

G. Effective January 1, 1999, all uniformed members will be allowed to take accrued vacation time in increments on one (1) day to a maximum of eight (8) days ((i.e. four (4) days and four (4) nights)), per calendar year, in accordance with policies to be agreed upon by the parties. The maximum number of uniformed members, per day, allowed to take one (1) day vacations shall not be more than six (6) per shift. Selection of vacations under this provision shall be on a first come, first serve basis. Requests for one (1) day vacations will be made no more than seven (7) days in advance. However, forty-eight (48) hour written notice is required.

Single day vacations may be granted on the following dates only at the discretion of the

Chief of the Department, subject to application to the Chief of the Department at least thirty (30) days in advance:

July 4 Holiday - July 3: A.M. and P.M. shifts
July 4: A.M. and P.M. shifts
July 5: A.M. and P.M. shifts

Thanksgiving Day Holiday - A.M. and P.M. shifts

Christmas Day Holiday - December 24: A.M. and P.M. shifts
December 25: A.M. and P.M. shifts

New Year's Day Holiday - December 31: P.M. shift
January 1: A.M. shift

A.M. and P.M. shifts of all other paid holidays, as listed in Article VII, Section 8, shall also be subject to this section.

Section 2 - VACATION PERIOD

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

Section 3 - VACATION REQUESTS

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

The completed vacation schedule shall be posted at least two (2) weeks before the start of the calendar year in which the vacation is to be taken. A completed vacation list shall be posted prior to January 1 each year in all stations.

Section 4 - VACATION SCHEDULE FIREFIGHTING FORCE

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

(1) Once a firefighter has selected a portion of his/her vacation, he/she shall not be eligible to select the balance of his/her 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/she 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/her vacation during the period in which he/she selected his/her vacation because he/she was on an "injured on duty" status, and he/she was unable to take his/her vacation during the remainder of the calendar year, he/she will be permitted to accumulate his/her unused vacation in the next calendar year.

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

Section 5 - VACATION SCHEDULES, SPECIAL SERVICES

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

Section 6 - SPECIAL VACATIONS

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

Section 7 - SPLIT VACATIONS

A. Any firefighter who is entitled to eight (8) days vacation shall have the option of splitting his/her 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/her vacation.

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

Section 8 - PAID HOLIDAYS

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

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

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

ARTICLE VIII

CLOTHING PROVISION

A. The clothing maintenance allowance will be payable as of January 1st and will be paid to firefighters on or before March 31st of each year. **Effective July 1, 1998, the clothing maintenance allowance for members of the firefighting force shall be ~~Five Hundred Ninety Dollars (\$590.00)~~ Six Hundred Forty Dollars (\$640.00).** **Effective July 1, 1998, the clothing maintenance allowance for all other members of the Department who normally wear dress uniforms including chief's aides, shall be ~~Six Hundred Twenty Dollars (\$620.00)~~ Seventy Dollars (\$670.00).**

B. The City agrees to replace damaged, lost or stolen station uniforms and replace all firefighting protective equipment as needed, whether destroyed, damaged, lost, stolen or worn in the line of duty. Protective equipment shall be considered to be boots, helmets, gloves, night hitches and firecoats. The City shall endeavor to furnish firefighters uniforms and protective equipment

within forty-five (45) days of said written request and if unable to do so will furnish said applicant with a reasonable explanation as to the cause of any delay.

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

D. The clothing maintenance allowance set forth above shall be for the maintenance and upkeep of said uniform and work attire only. Any new issue or item of clothing or equipment prescribed by the Department shall be furnished to members of the Department at the City's expense, including uniforms required because of promotion.

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

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

ARTICLE IX

Section 1 - LEAVE OF ABSENCE

A. Leave of absence shall accrue at the rate of 1 1/4 days per month accumulative to fifteen (15) days per year. ~~Commencing after July 1, 1992,~~ Two (2) days per year of the accumulated fifteen (15) leave of absence days shall be considered personal days pursuant to Subparagraph H of Article IX, Section 2, Severance Pay. In no way shall the accumulation of leave of absence time

pursuant to this section impact upon any other accumulation of time mentioned elsewhere in this agreement nor shall any current member of the bargaining unit suffer any loss of previous leave of absence time accrued. In addition, ~~commencing after July 1, 1992, but retroactive to July 1, 1991,~~ leave of absence days shall be accrued as follows:

1 through 140 days: full pay (100%)

Day 141 and beyond: half pay (50%)

and such formula shall be applied to Section ⁴ of this Article entitled, Severance Pay; provided, however, that the Commissioner of Public Safety may grant an additional ninety (90) working days leave to members with five (5) years service or more within the Department. At the completion of the training period and after appointment to the Fire Department for a period of six (6) months, a firefighter shall be credited with fifteen (15) working days' leave of absence. An employee may borrow up to fifteen (15) days of sick leave which must be repaid from future monthly sick leave credits or from future compensation.

B. A member of the bargaining unit will have deducted from his/her accumulated leave of absence only those days he/she 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/her present position.

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

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

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

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

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

G. The Chief of the Department may require a physician's certificate or other satisfactory

evidence in support of any request for sick leave, provided the employee affected has been told on the occasion of his/her last prior absence for sickness that such evidence might be required for future sick leave request. However, such evidence shall be required for each sick leave with pay covering an absence of more than two (2) consecutive working days.

H. ~~Commencing July 1, 1992~~ There shall be two (2) personal days per year in which no specific reason for a request of absence shall be deemed necessary.

Personal Days may be granted on the following dates **only** at the discretion of the Chief of the Department subject to application to the Chief of the Department at least thirty (30) days in advance:

July 4 Holiday - July 3: A.M. and P.M. shifts
July 4: A.M. and P.M. shifts
July 5: A.M. and P.M. shifts

Thanksgiving Day Holiday - A.M. and P.M. shifts

Christmas Day Holiday - December 24: A.M. and P.M. shifts
December 25: A.M. and P.M. shifts

New Year's Day Holiday - December 31: P.M. shift
January 1: A.M. shift

Section 3 - ATTENDANCE BONUS

The City shall pay an attendance bonus of \$275.00 to any member who does not use any Leave of Absence during the previous calendar year. This provision shall not include the use of leave of absence days as provided for in Article IX, Section 2, subsection H. The payout for attendance bonus shall commence on or before the 20th day of January of each year beginning, January, 2000.

Section 3 4 - SEVERANCE PAY

A. Severance pay will be paid to a firefighter upon retirement, **voluntary separation from employment**, or upon the death of a firefighter prior to retirement as follows:

For severance pay purposes he/she will be credited with one-half (1/2) of his/her accumulated and unused days of leave of absence earned on and after October 1, 1969, and for each day of such credited time he/she shall receive one (1) day's pay (one-fifth (1/5) of his/her weekly salary) at the time of retirement or death.

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

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

C. Commencing on July 1, 1990, each member of the bargaining unit shall be entitled to be credited with severance pay upon retirement, **voluntary separation from employment**, or upon death of the member prior to retirement as follows:

For severance pay purposes he/she will be credited with all his/her accumulated and unused days of leave of absence in accordance with Article IX, Section 1 of this agreement, i.e., 120 days of full pay and 1/2 pay thereafter. Accumulation of unused days of leave of absence shall be unlimited only for the purpose of computing severance pay.

D. Commencing on July 1, 1992, but retroactive to July 1, 1991, each member of the

bargaining unit shall be entitled to be credited with severance pay upon retirement, **voluntary separation from employment**, or upon death of the member prior to retirement as follows:

For severance pay purposes he/she will be credited with all his/her accumulated and unused days of leave of absence in accordance with Article IX, Section 1 of this agreement, i.e., 140 days of full pay and 1/2 pay thereafter. Accumulation of unused days of leave of absence shall be unlimited only for the purpose of computing severance pay.

Section 5 - COMPENSATORY TIME

Compensatory time may be made available to members only upon written agreement with the Chief of the Department and the President of the Union. However, agreement shall not be unreasonably withheld.

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/she shall be compensated at his/her 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/she cannot perform the duties of his/her permanent

assignment (1) objects to an assignment to special duty because of his/her ability to perform the duties of his/her permanent assignment or (2) after working on the special assignment without objection, is not returned to his/her permanent assignment upon his/her request, he/she may submit either issue to the grievance procedure provided herein.

Section 2 - HYPERTENSION-HEART ATTACK-CANCER

Whenever a member of the bargaining unit suffers a heart attack, is suffering from hypertension, or is suffering from cancer, it shall be presumed that any of said conditions were caused as a result of the member's duties as a firefighter and he/she shall be entitled to all of the foregoing benefits set forth in this Article.

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

Section 3 - MEDICAL CARE FOR INJURIES

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

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

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

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

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

C. If a member is injured in the line of duty the Department may require the member to be examined by a physician selected by the Department. In the event that the Fire Department physician advises the Chief in writing that in his opinion a member of the bargaining unit who is being carried IOD is able to return to work, then said member shall be

entitled to be examined by his private physician within a reasonable period of time (e.g. 30 days), unless the member has been regularly seeing his physician and/or has received a written report from his physician regarding the member's ability to return to work within thirty (30) days prior to his seeing the Fire Department's physician.

If the opinion of the member's private physician is in conflict with that of the Fire Department physician as to whether or not the member is able to return to work, then the member shall be required to be examined by a third physician (the "neutral") selected by agreement between the member's treating physician and the Department's physician. The results from the examination by the neutral physician shall be conclusive on the parties. For purposes of this subsection, "conclusive" shall mean the member has no right to grieve, arbitrate or otherwise avail himself/herself to the grievance procedure (Article XVI) with regard to any report or results received from the neutral physician concerning the member's physical condition and/or the member's capability of returning to work. The cost of the examination shall be paid for by the City. If the member's treating physician and the City's physician cannot agree on a neutral physician within thirty (30) days, then a neutral physician shall be selected from a previously agreed upon list of six (6) specialists in the area of the complaint of the injured member. The above list of specialists shall be comprised of physicians selected equally by each party (three each). Use of this list shall be on a rotating basis among the six (6) physicians.

Neither the City or any of its representatives, nor the Union or any of its representatives shall communicate ex parte with the neutral physician regarding the member's physical condition, the type or length of treatment to be provided/received, and/or the member's

capability of returning to work. If the City or any of its representatives, including third party administrator(s) engaged by or associated with the City, communicates ex parte with the neutral physician, then the opinion of the member's private physician shall be binding. If the Union or any of its representatives communicates ex parte with the neutral physician, then the opinion of the Fire Department physician shall be binding.

City medical examinations and examinations by the neutral physician shall be scheduled during the physician's normal business hours. Any member making a claim of IOD status shall make himself/herself available for examination during said hours as scheduled. Said requirement shall apply to all members, regardless of whether the member's normal tour of duty coincides with the physician's normal business hours. If the member's normal tour of duty coincides with the physician's normal business hours, the member shall be placed on paid leave for any amount of time which he/she is absent from his/her tour of duty. Any fee charged by the physician as a result of a member's failure to keep an appointment, except in the case of a documented emergency or without other reasonable cause, shall be the sole responsibility of the member.

After the member's initial evaluation of IOD status by the neutral physician, the City may require said member to be examined by the neutral physician, no more than one (1) time every sixty (60) days, in order to update said member's IOD status evaluation. Nothing herein shall prohibit the member from attending his/her private physician for necessary and/or evaluation during the period said member is carried in an IOD status.

The member shall continue to be carried on an IOD status until such time as the Chief receives a written report from the neutral physician indicating that the member is capable of

returning to work. Except in the case of a documented emergency or without other reasonable cause (in which case the member shall notify his commanding officer prior to the scheduled appointment), if the member should fail to attend the scheduled appointment with the neutral physician, the member shall be removed from IOD status and shall not be entitled to any of the benefits under Article X until such time that the member is examined by a neutral physician.

The neutral physician shall be a physician specializing in the area of the complaint or injury as suffered by the member. In the event there is no such specialist, then the member shall be seen at a recognized medical facility or by a recognized physician selected by the member's treating physician and the City's physician which/who specializes in the area of the complaint or injury as suffered by the member. The physician selected as the neutral shall not be someone who previously treated the member for the complaint or injury for which the member is seeking treatment under this Section.

D. When a member of the bargaining unit has suffered an injury on the line of duty and subsequently claims a recurrence of that injury, he shall be carried injured on duty from the date of the recurrence and then may be examined by a physician selected by the Fire Department. In the event that the Fire Department's physician advises the Chief that in his/her opinion the present condition is not related to the member's previous injury, then said member shall be entitled to be examined by his private physician within a reasonable period of time (e.g. thirty (30) days), unless the member has been regularly seeing his physician and/or has received a written report from his/her physician regarding the member's ability to return

to work within thirty (30) days prior to his/her seeing the Fire Department's Physician.

If the opinion of the member's private physician is in conflict with that of the Fire Department physician as to whether or not the member's condition is a recurrence of a previous injury in the line of duty, then the member shall be required to be examined by a neutral physician selected by the member's treating physician and the Department's physician in accordance with the terms set forth in Section C of this Article. The results from the examination by the neutral shall be conclusive on the parties. For the purpose of this subsection, "conclusive" shall mean the member has no right to grieve, arbitrate or otherwise avail himself/herself to the grievance procedure (Article XVI) with regard to any report or results received from the neutral physician concerning the member's physical condition, and/or the member's capability of returning to work. The cost of the examination shall be paid for by the City. If the member's treating physician and the City's physician cannot agree on a neutral physician within thirty (30) days, then a neutral physician shall be selected from a previously agreed upon list of six (6) specialists in the area of the complaint of the injured member. The above list of specialists shall be comprised of physicians selected equally by each party (three each). Use of this list shall be on a rotating basis among the six (6) physicians.

Neither the City or any of its representatives, nor the Union or any of its representatives shall communicate ex parte with the neutral physician regarding the member's physical condition, the type or length of treatment to be provided/received, and/or the member's capability of returning to work. If the City or any of its representatives, including third party administrator(s) engaged by or associated with the City, communicates ex parte with the neutral physician, then the opinion of the member's private physician shall be binding. If the

Union or any of its representatives communicates ex parte with the neutral physician, then the opinion of the Fire Department physician shall be binding.

City medical examinations and examinations by the neutral physician shall be scheduled during the physician's normal business hours. Any member making a claim of IOD status shall make himself/herself available for examination during said hours as scheduled. Said requirement shall apply to all members, regardless of whether the member's normal tour of duty coincides with the physician's normal business hours. If the member's normal tour of duty coincides with the physician's normal business hours, the member shall be placed on paid leave for any amount of time which he/she is absent from his/her tour of duty. Any fee charged by the physician as a result of a member's failure to keep an appointment, except in the case of a documented emergency or without other reasonable cause, shall be the sole responsibility of the member.

After the member's initial evaluation of IOD status by the neutral physician, the City may require said member to be examined by the same neutral physician, no more than one (1) time every sixty (60) days, in order to update said member's IOD status evaluation. Nothing herein shall prohibit the member from attending his/her private physician for necessary and/or evaluation during the period said member is carried in an IOD status.

The member shall continue to be carried in an IOD status until such time as the Chief receives a written report from the neutral physician indicating that the member's present condition is not related to the previous injury. Except in the case of a documented emergency or without other reasonable cause (in which case the member shall notify his commanding office prior to the scheduled appointment), if the member should fail to attend the scheduled

appointment, the member shall be removed from IOD status and shall not be entitled to any of the benefits under Article X until such time that the member is examined by the neutral physician.

The neutral physician shall, wherever possible, be a physician specializing in the area of the complaint or injury as suffered by the member. In the event there is no such specialist, then the member shall be seen at a recognized medical facility or by a recognized physician selected by the member's treating physician and the City's physician which/who specializes in the area of the complaint or injury as suffered by the member. The physician selected as the neutral shall not be someone who previously treated the member for the complaint or injury for which the member is seeking treatment under this Section.

If it is finally determined that said injury is a recurrence of a previous injury in the line of duty, the Department shall be responsible for payment of the member's medical expense.

E. The City agrees to pay all expenses for inoculation or immunization shots for members of an employee's family when such become necessary as a result of said employee's exposure to contagious disease 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/her individual request. The examination shall be arranged by the City and shall be at the City's expense. In the event another examination is required by the City of Providence, the cost of said re-examination shall be borne by the City.

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

The City agrees to defray all funeral and burial expenses of any member killed in the line of duty up to a maximum of ~~Three Thousand Dollars (\$3,000.00)~~ **Seven Thousand Five Hundred Dollars (\$7,500.00)**.

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

SECTION 4 - LIGHT DUTY

A. Establishment

There shall be established a maximum of ten (10) light duty positions, which shall not affect the minimum manning staffing levels of the Department. It is not the City's or the Department's intent in the establishment of light duty positions to create full time permanent jobs for members injured on duty. These positions shall be filled by members where it has been determined, pursuant to Sections C and D of Article X, that said member is expected to fully recover and return to his/her full firefighting duties or other normal duties, subject to the provisions of the collective bargaining agreement. Nothing contained herein shall be construed to entitle any member to a light duty assignment or a specific light duty task

B. Type of Work

Light duty positions shall be utilized in the Division of Fire Prevention, Division of Training, Carpenter Shop, Air Supply/O² Filling Station, Supply Room or the Department's headquarters. Each such light duty position offered by the Department shall not be inconsistent with the recommendations of the member's treating physician, the Department's physician or the neutral physician, under paragraphs C or D of Section 3 of this Article, where appropriate, regarding the eligibility for light duty

C. Hours of Work

The light duty work shall be performed on a four (4) day, eight (8) hour per day basis, Monday through Friday, during normal business hours. The City shall grant time off for any and all necessary appointments and treatments, and such time off shall not be considered to have occurred on the member's day off.

D. On The Job Injuries

Light duty shall be first assigned to members who are disabled as a result of an on the job injury. Members with on the job injuries, who are medically certified, in accordance with Paragraphs C or D of Section 3 of this Article, to be capable of light duty, will accept a light duty assignment if one is available.

E. Non-Job Related Injuries

Light duty shall secondly be offered to members who are disabled from performing duties as a firefighter as a result of non-job related injuries. Members with non-job related injuries who are medically certified to be capable of light duty will be assigned to take a light duty assignment if one is available. The Department may bump a firefighter with a non-job

related injury from a light duty position in order to fill that assignment with a firefighter who is capable of light duty work and who is on IOD status.

F. Length of Light Duty Assignment

A member shall not be assigned to light duty for a period of longer than twelve (12) months commencing on the date of his/her assignment to light duty unless otherwise agreed by the President or Vice President of Local 799. A member shall not be assigned to light duty during the first ninety (90) calendar days following the date of his/her injury, and all the time periods for assignment to light duty shall follow this initial ninety (90) day calendar period. Notwithstanding the above ninety (90) day period, if a member's treating physician or the neutral physician finds that the member is able to work light duty sooner than the expiration of the ninety (90) day period, the Department may assign light duty to said member.

SECTION 5 - MATERNITY LEAVE

The City shall provide for "Maternity Leave" as follows: Upon notification in writing by a medical doctor of the member's pregnancy, the member may temporarily transfer to the Fire Prevention Division of Training. The member at her discretion may then work a five (5) day schedule and be allowed to accrue "comp days" at a rate of one (1) day per week. Said "comp time" shall be used for the purpose of Maternity Leave to attend to the birth of the child. "Comp time" shall be used before any other form of leave as provided for in the collective bargaining agreement. Upon termination of Maternity Leave the member shall be returned to her original assignment.

ARTICLE XI

Family and Medical Leave Act

When a bargaining unit member is granted leave of absence, uses sick leave, is out due to injury or is otherwise away from work under either Article IX, Sections 2A, B, E, or F, or Article X, Sections 1A, 2, 3A, 3D or for a reason as identified in the Federal Family and Medical Leave Act of 1993 (FMLA), such time away from work shall be categorized as FMLA leave. In addition to the reasons set forth in Article IX and X above, FMLA leave shall be for:

1. the birth of a child and in order to care for that child;
2. the placement of a child for adoption or foster care;
3. to care for a spouse, child, or parent with a serious health condition; or
4. the serious health condition(described below) of the employee.

A serious health condition shall include, but is not limited to a condition which requires inpatient care at a hospital, hospice or residential medical care facility, or a condition which requires continuing care by a licensed health care provider or a condition which requires continuing assisted living in one's home.

The length of FMLA leave shall be maximum of twelve (12) weeks (in alternating years 13 weeks if used consecutively) during any twelve (12) month period commencing with the first day of leave. For purposes of this provision, FMLA leave will run concurrently with any other leave for which a firefighter may be eligible. Nothing contained herein shall abridge and/or modify any applicable state or federal law(s).

ARTICLE XI XII

RULES

A verbal order of departmental or district application intended to remain in force for more than eight (8) days shall be confirmed by a written order from the Chief of the Department

ARTICLE XII XIII

Section 1 - SALARY FOR THE FIREFIGHTERS

Salaries for all uniformed members of the City of Providence Fire Department shall reflect ~~no salary increase for the 1992-1993 fiscal year; a four and one-half percent (4 1/2%) increase for the 1993-1994 fiscal year; and, a five percent (5%) increase for the 1994-1995 fiscal year~~ a 3% salary increase effective January 1, 1997; a 3.75% salary increase effective July 1, 1997; a 4.25% salary increase effective July 1, 1998; and a 2% salary increase effective June 30, 1999.

The City agrees to pay the base salary portion of retroactive monies due from the 3%, 3.75%, and 4.25% salary increases during the first pay period in September, 1998. The City agrees to pay the remaining retroactive monies (i.e. overtime, longevity, sick leave, callback, details, etc.) due from the 3%, 3.75%, and 4.25% salary increases during the first pay period in January, 1999.

Salaries for the firefighters of the City of Providence shall be as follows:

<u>Position</u>	<u>1/1/97</u>	<u>7/1/97</u>	<u>7/1/98</u>	<u>6/30/99</u>
Fire Prevention/Arson Captain	\$942.49	977.84	1019.40	1039.79
Fire Captain	841.51	873.07	910.18	928.38
Fire Rescue Captain	841.51	873.07	910.18	928.38
Captain Dispatcher	841.51	873.07	910.18	928.38
Person In Charge				
Carpenter Shop	841.51	873.07	910.18	928.38
Person In Charge				
Supply Room	841.51	873.07	910.18	928.38
Person In Charge				
Air Supply/O ² Filling Station	841.51	873.07	910.18	928.38
Fire Lieutenant	771.35	800.28	834.29	850.98
Fire Prevention Lieutenant	771.35	800.28	834.29	850.98
Fire Rescue Lieutenant	771.35	800.28	834.29	850.98
Training Instructor	771.35	800.28	834.29	850.98
Juvenile Fire Setter Coordinator	771.35	800.28	834.29	850.98
Chauffeur or Rescue Technician	735.42	763.00	795.43	811.34
Grade 1 Firefighter/Car 79	784.45	813.86	848.45	865.42
Grade 1 Firefighter/Car 56	763.44	792.06	825.73	842.24
Grade 1 Firefighter/Plan				
Reviewer	721.41	748.47	780.27	795.88
Grade 1 Firefighter 1st year				
after appointment	700.40	726.67	757.55	772.70
Grade 2 Firefighter	679.80	705.29	735.26	749.97
Grade 3 Firefighter	627.27	650.79	678.45	692.02

All firefighters possessing an EMT-C certification, as long as said firefighter retains his/her certification, will be given an additional \$50.00 per week, and the same is to be added to the pay grade of said firefighter or fire officer/rescue officer and is to be included in his/her base pay for

pension purposes. The City hereby agrees to provide funding for classes and testing each year for a maximum of 30 firefighters who may request EMT-C certification. If more than 30 firefighters request entry into the class and if the City does not provide funding for each firefighter requesting entry, then the 30 class positions shall be assigned by seniority basis.

All firefighters ~~appointed on or after July 1, 1990~~ shall serve as a Firefighter Grade 3 for a period of six (6) months from the date of appointment, and subsequently shall serve as a Firefighter Grade 2 ~~for through June 30, 1992 and shall receive the salary as set forth above, provided that thereafter any Firefighter Grade 2 must have completed six (6) months of service in that rank to be~~ elevated to Grade 1 Firefighter.

Section 2 - BI-WEEKLY PAYROLL

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

Section 3 - LONGEVITY SUPPLEMENT

In addition to the above salaries, there shall be paid a longevity supplement which shall not be considered part of the ~~employee's~~ firefighter's salary for other purposes in this agreement, except pension purposes. This supplement shall be computed on the basis of the employee's salary for the current contract year and be paid in one lump sum to said employees at the end of the fiscal year.

The payment shall be made as follows:

<u>Percentage of Annual Salary 6/30/90</u>	<u>Service as of June 30, 1990</u>
8%	5 to less than 10 years
9%	10 to less than 15 years
10%	15 to less than 20 years
11%	20 years and over

Effective July 1, 1996, the following schedule shall apply for firefighters hired on or after July 1, 1996:

<u>Percentage of Annual Salary</u>	<u>Service Time</u>
7%	5 years but less than 10 years
8%	10 years but less than 15 years
9%	15 years but less than 20 years
10%	20 years or more

Commencing with the June 30, 1988 payment, payment of longevity will be in accordance with the above schedule and will be added to the employee's firefighter's annual base salary so as to be included in his/her annual salary for retirement pension purposes only. The foregoing shall also apply to those employees retiring on or after July 1, 1988.

ARTICLE XIII XIV

Section 1 - BLUE CROSS, PHYSICIANS SERVICE

A. For all members hired on or before June 30, 1996, the City agrees to assume the cost of family coverage under the Rhode Island Hospital Service Corporation (Blue Cross) in the present

Semi-Private Plan and Family Coverage under the Rhode Island Medical Society Physician's Service, Plan B and Blue Shield Plan 100 or the Rhode Island Group Health Association Plan, or as is currently provided including but not limited to Chiropractic Rider, Prescription Drug Program, Vision Care Program, Major Medical - Lifetime, maximum of One Million Dollars, Students to 23, Medical Emergency Rider, Mental Health Rider, for all employees covered by this **subsection of this** Agreement, subject to the rules and regulations of those corporations. In the case of an unmarried member, individual coverage is to be furnished. ~~Local 799 agrees with and encourages the City of Providence to study the issues of managed health care and will agree to form a committee to study and address the issues of financial savings to the City while providing quality medical services to the membership and their families.~~ Any and all terms of this section are subject to mutual agreement by and between the parties of this contract.

B. The City agrees to assume the cost of family coverage under the Rhode Island Hospital Service Corporation (Blue Cross) in the present Semi-Private Plan and Family Coverage under the Rhode Island Medical Society Physician's Service Plan B and Blue Shield Plan 100 or the Rhode Island Group Health Association Plan and paid prescriptions for all **retired members retiring who were hired on or before June 30, 1996.** ~~on or after July 1, 1982.~~

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

C. The City agrees to add City Blue health care, either individual or family coverage, as an option to the list of current medical providers for active employees who were hired on or before June 30, 1996. Such members may voluntarily subscribe to this option during normal enrollment periods. This option is not intended to replace any other option currently offered to active firefighters. Nothing contained herein shall be construed to alter and/or modify in any way the health care provided to active members who were hired on or before June 30, 1996, as set forth above. Nothing contained herein shall prevent any member from selecting an alternative during an enrollment period (as currently offered).

The City agrees to add City Blue Health Care, either individual or family coverage, as an option to the list of current medical providers for retired firefighters who were hired on or before June 30, 1996. Retirees may voluntarily subscribe to this option during normal enrollment periods. This option is not intended to replace any other option currently offered to retired firefighters. Nothing contained herein shall be construed to alter and/or modify in any way the health care provided to retired members who were hired on or before June 30, 1996 as set forth above. Nothing contained herein shall prevent any member from selecting an alternative during an enrollment period (as currently offered).

D. Employees hired on or after July 1, 1996 shall receive City Blue health care, either individual or family coverage, with Prescription Plan. Any employee hired on or after July 1, 1996 who retires from employment with the City, either on regular or disability, shall receive City Blue health care for individual coverage only. Retired employees will be allowed to purchase, at the retired employee's expense, spousal coverage at the City's rate, and the City

will agree to pay any rate increase over and above the cost of the spousal portion in all years after the employee completes one year of retirement.

Section 2 - LIFE INSURANCE

The City shall pay for life insurance of Fifty Thousand Dollars (\$50,000.00) on the life of each member of the Bargaining Unit. The City shall pay for life insurance in the maximum amount of One Hundred Thousand Dollars (\$100,000.00) for each member of the Bargaining Unit who dies from injuries sustained while in the line of duty.

Section 3 - DELTA DENTAL

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

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

Section 4 - MEMBER KILLED IN THE LINE OF DUTY

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

ARTICLE XIV XV

PROTECTION OF FIREFIGHTERS

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

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

B. (1) During the term of this Agreement the City agrees to install exhaust fans or other adequate ventilation equipment in those firehouses where diesel exhaust is a problem. In addition, the City shall, no later than September 1, 1990, implement a program to address the acquisition of diesel emission control devices to augment fans presently in use, for the entire Department.

(2) **It is agreed that the City will begin the process of installing a diesel emission trunk system in fiscal year July 1, 1998 to June 30, 1999. The City will expend up to \$50,000.00 for the installation of the diesel emission trunk system. The stations shall be determined by agreement between the parties. In no event shall this amount exceed \$50,000.00.**

~~C. The City shall, within one hundred twenty (120) days of the effective date of the parties' collective bargaining agreement, conduct an annual program to test all Department ladders in order to determine that said ladders are safe for use by members of the Department. The performance of the ladder testing shall be in accordance with the standard as set forth in the bid specification for ladder testing dated February 21, 1990 and attached hereto as Exhibit B.~~

(1) All Providence Fire Department Aerial Devices and Fire Department ground ladders will be subjected to annual testing, aerial; devices to be serviced per NFPA 1914 standard and ground ladders to be service tested per NFPA 1932 standard. Said tests will be conducted between January 1st and December 31st of each calendar year commencing January 1, 1999. Time elapsed between testing of each aerial device and ground ladder shall be no more than twelve (12) months unless a written agreement to the contrary has been reached by the parties.

(2) Annual aerial device and ground ladder tests will be considered completed upon passing all required phases of NFPA 1914 or NFPA 1932 service test, respectively.

(3) All aerial devices tested under NFPA 1914 and ground ladders tested under NFPA 1932 that do not pass all required phases of the service test due to any failure will be repaired by the City of Providence and re-tested to meet NFPA 1914 or 1932 standards prior to the end of the calendar year in which the aerial device or ground ladder was tested.

(4) In the event that the City of Providence cannot certify to Local 799 that

either the aerial device has passed all required NFPA 1914 standards or the ground ladder has passed all required NFPA 1932 standards by the end of the calendar year, said aerial device or ground ladder will be placed out of service for repairs unless a written agreement to the contrary has been reached by the parties.

(5) A copy of all tests performed in accordance with this Sub-Section C of this Article shall be provided to Local 799 within thirty (30) days of said tests.

D. The City shall provide bullet proof vests for each rescue vehicle and develop a policy in the discretion of the Commissioner of Public Safety for providing police backup as needed to rescue vehicles responding to rescue alarms.

E. The City shall, no later than September 1, 1990, begin the implementation of a three (3) to five (5) year apparatus acquisition program as shall be determined by the City.

F. The City shall, within one hundred and eighty (180) days of the effective date of this agreement, adopt the National Fire Protection Association's standard for hearing protection as it exists as of July 1, 1990 and shall acquire the necessary equipment therefore.

G. The City shall, within one hundred and eighty (180) days of the effective date of this agreement, adopt a hazard training program as required by Title III of the Super Fund Amendments and Reauthorization Act (SARA), as that requirement exists as of July 1, 1990.

H. All Providence Fire Department pumping apparatus will be subjected to an annual fire pump service test per NFPA 1911 standards. Said service test will be conducted between May 1 and October 31 of each calendar year. The annual service pump test will be considered completed upon passing all required phases of the NFPA 1911 service test. A

pumping apparatus testing under NFPA 1911 that does not complete all required phases of the service testing due to any failure of the test will be repaired by the City of Providence and re-tested to meet NFPA 1911 standards prior to the end of the calendar year in which the apparatus was tested.

In the event that the City of Providence cannot certify to Local 799 that the fire pump has passed all required NFPA 1911 standards by the end of the calendar year, said apparatus will be placed out of service for repairs unless a written agreement to the contrary has been reached by the parties. A copy of all tests performed in accordance with this sub-section shall be provided to Local 799 within thirty (30) days.

ARTICLE XXVI

GRIEVANCE PROCEDURE

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

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

B. If the procedures laid down heretofore fail to resolve the grievance, the individual shall, in writing, bring it to the attention of his/her 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/her alleged grievance at a meeting of the majority of the Executive Board to determine the justification of the complaint. If, in the judgment of the Executive Board, the nature of the grievance justifies further action, it shall, through the President or Vice President, or the President's appointee of Local 799, carry the grievance to the Chief of the Fire Department.

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

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

The parties will be bound by the voluntary labor arbitration rules of the American Arbitration Association. The decision of the arbitrator upon issues submitted to arbitration shall be final and binding on the City and the Union. The fees and necessary expenses of the arbitration proceeding shall be borne by the non-prevailing party, unless otherwise mutually agreed in writing.

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

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

ARTICLE XVI XVII

DETAIL PAY

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

B. Private details on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Easter Sunday, shall be compensated for at double the regular rate for detail pay. In determining whether the detail is worked on a particular day or not, the day will be considered to commence at 8:00 a.m. on the day of the holiday up to 8:00 a.m. on the day following

the holiday.

C. As illustrative of the foregoing, Christmas Eve will be considering as beginning at 8:00 a.m. on December 24th and ending December 25th at 8:00 a.m.

D. (1) All private detail assignments will be given out by the Fire Prevention Bureau. They will be projected in advance as far as possible. A detail list will be prepared in July of each year by seniority in each rank of the members who desire private details.

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

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

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

E. Any employee shall have the right to withdraw his/her name from the detail list at any time, but no employee's name shall be deleted from the detail list without his/her consent; however, the paid detail member may be removed from the paid detail list for the following reasons:

(1) when an assigned paid detail member fails to appear at members assigned paid detail;

(2) whenever a member is late for member's assigned paid detail;

(3) whenever the paid detail member leaves the paid detail without obtaining permission from the respective chief officer;

(4) whenever the paid detail member relinquishes the assigned paid detail to another member without permission of member's respective chief officer; or

(5) whenever the paid detail member violates any departmental rule or regulation while on the assigned paid detail.

F. Any employee who may be injured while on a private detail shall be entitled to the same rights, privileges and benefits as if he/she were injured while performing his/her duties for the City of Providence and shall be subject to all rules and regulations of the Providence Fire Department.

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

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

I. **Effective July 1, 1998, detail payments not paid by the vendor within sixty (60) days of the detail shall be paid by the City of Providence. Any other payments owed by vendors other than the Civic Center shall be paid in accordance with this sub-section.**

ARTICLE XVII XVIII

Section 1 - BUREAU OF OPERATIONAL CONTROL

The Bureau of Operational Control shall consist of five (5) groups, with three (3) men/women permanently assigned to each group. The Bureau of Operational Control shall be headed by a Captain Dispatcher. Each group shall be headed by a Man/Woman in Charge. There shall be a total of five (5) dispatch lieutenants who shall be uniformed members of the unit. **The City of Providence Fire Department and/or the Director of Communications, or their**

designees, will use their best efforts to staff the Bureau of Operational Control to the levels set forth in this Section.

Section 2 - FIRE PREVENTION BUREAU

The Fire Prevention Bureau shall consist of at least ~~one (1)~~ **two (2)** Fire Prevention Lieutenants and one (1) Fire Prevention Captain and as many fire prevention inspector/investigators as deemed necessary by the Chief of the Department. Graduates of the Firefighters' School may, prior to their appointment as firefighters, be utilized on a temporary basis (one-hundred twenty (120) days or less) or part-time basis (less than twenty (20) hours per week), as fire prevention inspectors/investigators notwithstanding that they are not members of the bargaining unit or covered by this agreement unless as otherwise agreed to by the parties.

Section 3 - FIRE RESCUE CAPTAINS

There shall be at least five (5) Fire Rescue Captains.

ARTICLE XVIII XIX

MINIMUM MANNING

The City agrees to the following minimum manning standards: Each of the fifteen (15) engine and eight (8) ladder companies shall be staffed by four (4) men/women, and each of the five (5) rescue vehicles shall be staffed by two (2) men/women. Special hazards shall run with one man/woman in addition to the three (3) men/women on the engine company. The City agrees that

it will call back men/women whenever it is necessary to maintain this level of ninety-eight (98) men/women, including three chiefs, and that the City shall make available Two Hundred Thousand Dollars (\$200,000.00) to be used by the City to help defray the costs, if any, of maintaining a minimum manning level of ninety-eight (98) men/women, including three chiefs, on an annual basis. Chief Aides assigned to each Chief to be counted for Minimum Manning. As of July 1, 1991, Car 21 will have an Aide. At the completion of the Training School, Cars 22 and 23 will each have an Aide. The parties agree that four more personnel, in addition to the foregoing, shall be added to the minimum complement, at such stations and companies as the parties shall agree to, immediately upon the completion of the Forty-Second (42nd) Division of Training School currently being established; the minimum complement of personnel to be on duty at all times thereafter, in accordance with the foregoing and Article XVIII of the collective bargaining agreement, as is hereby amended, shall be ninety-eight (98).

The City agrees to expend the sum of one hundred thousand (\$100,000.00) dollars each year during the period from October 31 through June 30 to achieve increased staffing on engine and ladder companies by adding a fourth (4th) man/woman to either engine or ladder companies, and the call-back, if any, for such additional personnel shall be charged to a separate call-back account. No charge shall be made to this account for all call-backs occasioned by multiple alarm fires or call-backs necessitated for reasons for other than minimum staffing; for example, pumping cellars, snow removal, etc.

~~In order to assist the City in providing funding for this new winter minimum staffing allocation, the Union agrees to reduce the salary for Firefighter Grade 3 and Firefighter Grade 2 as set forth in Article XII, Section 1 for the period from July 1, 1990 to June 30, 1992 and to forego the~~

~~July 1, 1990 clothing issue as provided in Article VIII of this Agreement.~~

The city shall not be obligated to call back a fourth (4th) man/woman to fill a position due to leave of absence for those reasons set forth in Article IX, Section 2, Paragraphs D, E, and F, until the manning falls below 92 men/women per shift. This reduction in manning shall apply to no other provision in this Agreement. The parties agree that this reduction in manning shall be accomplished only by the department not including three (3) chiefs in the minimum manning compliment (thereby reducing manning from 98 to 95), and not being required to call back three (3) chief aides/chauffeurs (thereby reducing manning from 95 to 92). This reduction in manning from 98 to 92 in no way negates the requirement that the chief's cars in Division 1 and in Battalion 2 and 3 shall be in service on each shift. For purposes of this paragraph, staffing on engines and ladders shall not be reduced to staff a chief's aide position.

ARTICLE XIX XX

SUSPENSION

This City agrees that any member suspended for a violation of a departmental regulation shall be suspended with pay and shall be furnished a statement of charges within seven (7) days of said suspension. In addition, a department trial shall commence within twenty-one (21) days of the furnishing of said charges. Any member indicted by the grand jury for the commission of a felony shall be dealt with according to department rules and regulations.

ARTICLE ~~XX~~ XXI

DISABILITY PENSION - MEDICAL SERVICES

The City agrees that it will pay any and all medical expenses incurred by any retired firefighter who has been placed on disability pension for medical services related to the injury or any recurrence of the injury which caused his/her disability and that it will reimburse such firefighter for the above expenses incurred, except that any amounts paid for medical expenses by any medical insurer will be subtracted from the amount which the City will pay. In no event shall the parties attempt to impose cutbacks which result in an abridgment or take away of benefits previously granted to members of Local 799 who are currently subject to this section.

ARTICLE ~~XXI~~ XXII

DIVE RESCUE TEAM

Any member of the Department Dive Rescue Team who is incapacitated by reason of an injury received or sickness contracted as a result of engaging in any department directed Dive Team operation, training drills or other activity, shall be entitled to all of the benefits as set forth in Article X of this agreement. The City shall replace any dive equipment owned by a Dive Team member which is damaged during a department directed Dive Team activity.

ARTICLE XXII XXIII

MUTUAL AID

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

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

ARTICLE XXIII XXIV

CHILD OF FIREFIGHTER KILLED IN THE LINE OF DUTY

Effective July 1, 1996, the City of Providence and the Providence Fire Department will give preference for appointment to the Providence Fire Department to the child of any firefighter who is killed, or dies from line of duty injuries, or is permanently disabled due to heart disease, lung disease, or cancer in accordance with R.I.G.L. §45-19-1 et seq., including paraplegia and

quadriplegia, and is an injury in the line of duty or placed on accidental disability pension; provided said child meets all physical and mental qualifications for appointment and passes any examinations required of applicants.

ARTICLE XXIV XXV

PENSION ESCALATION

The City agrees to provide the following increased cost-of-living adjustment and the Union agrees to the following increased pension contribution subject to the parties successfully seeking proper legislative approval of the necessary modifications to the provisions of the City of Providence Retirement Act, (PL 1923, Chapter 489, as amended) as set forth in a Memorandum of Agreement between the Union and the City dated _____.

In lieu of the current three percent (3%) non-compounded cost-of-living adjustment, a four percent (4%) compounded cost-of-living adjustment for members of the Fire Department of the City who retire on or after July 1, 1990; and a five percent (5%) compounded cost-of-living adjustment for members of the Fire Department of the City who retire on or after July 1, 1991; and consistent with the consent decree cost-of-living adjustment for members of the Fire Department of the City who retire on or after July 1, 1994 and all who retire after January 1, 1989, six (6%) percent compounded.

Effective July 1, 1990 the percentage contribution required of members of the Fire Department of the City shall be increased by three-quarters of one percent (3/4%); and effective July 1, 1991 an additional three-quarters of one percent (3/4%).

The Union agrees that the increased pension contribution as set forth above shall also apply to the June 30, 1990, longevity supplement provided in Article XII, Section 3 of this agreement.

The City agrees that any member who retires on or after May 15, 1990 shall receive these benefits as if they had retired on July 1, 1990.

The City agrees that should the annual cost estimate for the above Pension Act modifications is less than the cost as determined by the Pension System Actuary on an annual basis (\$535,000.00), the City shall allocate the difference to the winter minimum staffing allocation as set forth in Article XVIII of this Agreement.

The City agrees to request a revised estimate of the cost of this escalation from the Pension System Actuary each January, said estimate to be provided to Local 799 upon receipt. The Union shall have the right to seek independent verification of the Actuary's estimates and final annual cost breakdown.

In accordance with R.I.G.L. 28-9.1, the parties agree to arbitrate the pension/COLA issues for the 1996-1999 Agreement.

ARTICLE XXV XXVI

CO-OPERATION

The Union agrees that it will cooperate with the City in order to achieve maximum utilization of the members of the bargaining unit. To this end, the Union agrees that it will take all appropriate steps to discourage the abuse of sick leave or leave for injury on duty or other leaves under this Collective Bargaining Agreement and agrees that it will take affirmative steps to inform its

membership of the impropriety of such abuse and possible disciplinary action taken against members of the Bargaining Unit who may be found guilty of such abuses.

ARTICLE XXVI XXVII

PRE-PAID LEGAL SERVICES

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

The City shall also contribute to a supplemental legal services fund established by the Union to augment the above referenced legal coverage at a cost of Seventy-Five Thousand (\$75,000.00) Dollars per year for each fiscal year of this contract. Said funds shall be payable within twenty (20) days of the signing of this Agreement. The Union agrees that the above referenced legal service coverage shall not be used by a member who may become involved in a legal dispute with the City. In order to provide the funds to pay for the benefit, the Union agrees to permanently forego the July 1 issuance of shoes to each member of the Department as previously provided in Article VIII of this agreement.

ARTICLE XXVIII

Effective July 1, 1998, the City shall contribute funds of \$5,000 per year to the Union's EAP Trust Fund Program. Said funds shall be payable on the first day of July each year. Said funds are to be used for training and assistance to members enrolled in the program.

The Union, prior to receipt of the above monies, shall present to the City a copy of the Trust Document establishing the EAP Program.

ARTICLE XXVIII XXIX

COMPLETE UNDERSTANDING

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

ARTICLE XXVIII

UNION PARITY

~~Excepting any across the board percentage increase which the City of Providence is ordered to pay pursuant to binding statutory/compulsory contract arbitration, should the City of~~

~~Providence voluntarily award any across the board percentage wage increases to any other bargaining unit with whom the City has a Collective Bargaining Agreement, and said across the board Bargaining Unit increase is for the period of July 1, 1992, through June 30, 1993, then the members of Local Union 799 covered by this Agreement shall be entitled to receive the same across the board percentage increase for the same period of time.~~

~~In reference to any across the board percentage increases which the City of Providence is ordered to pay pursuant to that binding statutory/compulsory arbitration referred to in the preceding paragraph, said across the board percentage increase shall, for calculation purposes only, be included as base pay monies in calculating the 4.5% wage increase effective for the period of July 1, 1993 through June 30, 1994. This shall be done for the sole purpose of computing wage increases due July 1, 1993, and for no other purpose. For example: If said arbitrator issues an award ordering the City to pay an across the board percentage wage increase of 5%, a \$10,000 salaried employee represented by Local Union 799 shall have a base, for 4.5% calculation purposes, of \$10,500. Said employee therefore would be entitled to a July 1, 1993 annual compensation of \$10,472.50 (i.e. $\$10,000 \times 5\% = \$500 + 10,000 = \$10,500$; $\$10,500 \times 4.5\% = \472.50 ; $\$10,000 + \$472.50 = \$10,472.50$).~~

~~If the City of Providence is ordered, for the contract year July 1, 1992 to June 30, 1993, to pay, pursuant to binding statutory/compulsory arbitration, an across the board percentage increase to more than one bargaining unit with whom the City has a Collective Bargaining Agreement, then Local Union 799 shall be entitled to utilize the higher/highest of the across the board percentage increase awards in accordance with the above referred formula.~~

ARTICLE XXIX XXX

DURATION

This Agreement shall be for the term beginning July 1, ~~1992~~ 1996 and ending June 30, ~~1995~~ 1999.

The parties agree that the terms and conditions of this July 1, 1996 to June 30, 1999 Agreement shall, upon ratification by the appropriate authorities of each party, remain in full force and effect until such time as the parties enter into, and have ratified or arbitrated, a successor agreement.

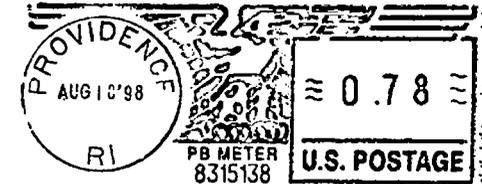
IN WITNESS WHEREOF, the said City of Providence has caused this instrument to be executed and its corporate seal to be affixed thereto by ~~Vincent A. Cianci, Jr.~~, its Mayor, hereunto duly authorized, and said Local 799, International Association of Firefighters, AFL-CIO, has caused this instrument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

CITY OF PROVIDENCE

By: _____
Mayor

**LOCAL 799, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO**

By: _____
President



FIRST CLASS MAIL

St. Peter & Kastle INCORPORATED

Attorneys at Law

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Mr. Michael Clement, City Clerk
Providence City Hall, Room 311
25 Dorrance Street
Providence, Rhode Island 02903

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