

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

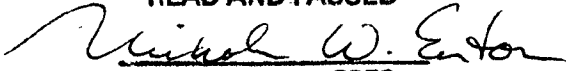
No. 234


Approved April 28, 1988

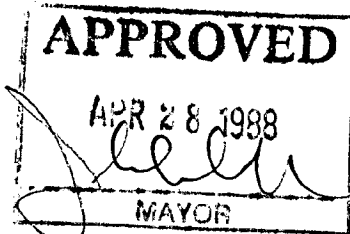
RESOLVED, That the accompanying copy of Collective Bargaining Agreement, for the term beginning July 1, 1987 and ending June 30, 1989, by and between the City of Providence and Local 799, International Association of Firefighters, AFL-CIO, is hereby transmitted to the City Council for ratification and the City Clerk is directed to cause the same to be filed in the Department of City Clerk.

IN CITY COUNCIL
APR 21 1988

READ AND PASSED


PRES.


CLERK



THE COMMITTEE ON

FINANCE

Approves Passage of
The Within Resolution

David M. Mandelover

Clark Chairman

January 5, 1988

1987-1989

AGREEMENT

BETWEEN

THE CITY OF PROVIDENCE

AND

LOCAL 799, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

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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 April, 1988 by and between the CITY OF PROVIDENCE (hereinafter referred to as the "City") and LOCAL 799, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, (hereinafter referred to as the "Union").

PREAMBLE

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

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City has done in this respect and endorses completely the City's plans to purchase new engines and ladder trucks and also new safety equipment.

ARTICLE I

Section 1 - RECOGNITION

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

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

Section 2 - UNION SECURITY

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

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

Section 3 - DUES DEDUCTED

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

The Union agrees to indemnify the City and hold it harmless for any and all claims, liabilities, and costs incurred by the 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

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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 and (b) as delegates, not to exceed four (4) in number, to the IAFF National Convention, the Annual State AFL-CIO Convention, the IAFF Legislative Conference, and the IAFF Health and Safety Conference. 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 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 Treasurer of the Union, through the Chief of the Department, Rules, Regulations and General Orders covering the internal conduct affecting personnel and general personnel procedures of the Fire Department. Union officials will be permitted to meet with the Commissioner of Public Safety or the Chief of the Department, and they will make themselves available, in such forty-eight (48) hour period, to discuss the changes affecting personnel or general personnel procedures by the Rules, Regulation or General Order for which notice was given. If agreement cannot be reached between the Union officials and the Department officials, the dispute will be subject to the grievance procedure up to, but excluding, the arbitration step, except in the case of a violation of the forty-eight (48) hour notice provided herein, or in the event that the proposed Rule, Regulation or General Order violates a specific provision of this Agreement, then a resort to arbitration shall be permitted.

ARTICLE III

SENIORITY

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

ARTICLE IV

Section 1 - VACANCIES

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

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

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

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

Section 2 - BID SYSTEM

A. Bids for vacancies shall be classified as primary, secondary and third 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. There shall be no bidding for vacancies created by awarding third bids.

B. When a vacancy occurs in a company, it shall be filled by bidding according to seniority rank. Notice of the vacancy shall be given to all fire companies and special service units to be posted on bulletin boards the day after the vacancy exists. Members who wish to bid for such vacancies shall make such requests by submitting a Form 17 within fourteen (14) days after said notice is posted.

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

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

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

F. This system shall not apply to special services and chief's aides except that a vacancy created by the appointment of a chief's aide shall be considered a secondary bid, followed by a third bid. For the purpose of this section, the Rescue Division shall not be considered a special service.

G. Whenever a vacancy occurs through a promotion the bid for the vacancy shall be the members assignment when he was certified for promotion by the Division of Training.

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

Section 3 - TEMPORARY SERVICE OUT OF RANK

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

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

Section 4 - PROMOTIONS

A. Promotion to the rank of Lieutenant, Fire Prevention Lieutenant, Fire Prevention Captain, Rescue Lieutenant, Rescue Captain, Man in Charge of Operational Control, Chief Dispatcher and Captain shall be made on a competitive basis prescribed by the present regulations of the fire department. No member of the bargaining unit shall be

eligible for promotion to the rank of Rescue Lieutenant except after two (2) years total service within the rescue squad, and the members shall also possess a E.M.T.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 for at least a continuous six (6) month period. No member of the bargaining unit shall be eligible for promotion to Fire Prevention Lieutenant except after two (2) years continuous service within the fire prevention bureau as a fire prevention inspector/investigator.

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

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

Section 5 - REVIEW OF EXAMINATION PAPERS

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

ARTICLE V

Section 1 - DUTIES

The duties of the members of the Fire Department shall consist of prevention, control, extinguishing of fire, and emergency medical services, together with the necessary auxiliary administrative and service functions presently conducted by the Fire Department, and other governmental duties, such as filling municipal swimming pools, pumping of cellars and building inspection, as are or may be prescribed by the Commissioner of Public Safety. Non-governmental duties shall be performed only with the consent of the Union President or Vice President. Daily station work of companies, such as cleaning of apparatus, equipment and company quarters, shall be carried out according to the past personnel practices. Beds will be made up daily by the individuals who last used them. Floor watch shall ^{BE ELIMINATED EFFECTIVE MAY 1, 1988. GMM} ~~not be required of firefighters between the hours of 6:30 p.m. and 7:00 a.m.~~

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

Members of the Department shall comply with the Rules and Regulations issued by the Department as they are amended from

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

Section 2 - DETAILS TO OTHER UNITS

Active members of the Providence Fire Department whose duties are as defined in Article V, Section 1, shall not be detailed to other City Departments. The detail from one unit to another within the Fire Department shall be the responsibility of the Chief Officers of the Department, subject to the approval of the Chief of the Department.

ARTICLE VI

Section 1 - HOURS

The regular work week for members of the Fire Fighting Force shall be an average of forty-two (42) hours. The regular work week of the other divisions shall not exceed an average of forty (40) hours except that for members on duty in the Department of Communications the regular work week shall not exceed thirty-six (36) hours. All fire inspectors shall be firefighters 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 members is on a ninety-six (96)-hour leave of absence. All requests for substitution shall be made on the proper forms and in accordance with the Department Rules and Regulations. Substitutions, other than Two-hour Relief Substitutions or Emergency Substitutions, must receive the permission of the appropriate Chief Officer twenty-four (24) or more hours in advance. Substitutions shall not be allowed for the purpose of engaging in outside employment. A member who substitutes for another member shall not be entitled to any additional pay for said hours worked in substitution over and above his own tour of duty.

B. TWO-HOUR RELIEF SUBSTITUTIONS

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

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

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

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

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

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

C. EMERGENCY SUBSTITUTION

(a) Substitution requires titled "Emergency" shall be granted with approval of the company officer, upon the filing of the proper forms with the member's respective company officer.

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

Section 3 - OVERTIME

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

exceed seven (7) days from the day of burial; provided further, however, said leave of absence shall not be chargeable to sick leave. A death certificate or affidavit may be required.

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

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

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

G. The Chief of the Department may require a physician's certificate or other satisfactory evidence in support of any request for sick leave, provided the employee affected has been told on the occasion of his last prior absence for sickness that such evidence might be required for future sick leave request. However, such evidence shall be

required for each sick leave with pay covering an absence of more than two (2) consecutive working days.

Section 3 - SEVERANCE PAY

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

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

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

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

ARTICLE X

Section 1 - INJURIES

A. Members of the bargaining unit who are injured in the line of duty shall receive full salary while their incapacity exists or until they are placed on disability

retirement. Whenever a member of the bargaining unit who is temporarily serving in a higher rank is injured in the line of duty, he shall be compensated at his higher rank so long as the incapacity exists. All injuries and recurrences of injuries shall be reported as required by department regulations

B. In the event that a member of the Fire Department who is injured in the line of duty is assigned to special duty on the ground that he cannot perform the duties of his permanent assignment (1) objects to an assignment to special duty because of his ability to perform the duties of his permanent assignment of (2) after working on the special assignment without objection, is not returned to his permanent assignment upon his request, he may submit either issue to the grievance procedure provided herein.

Section 2 - HYPERTENSION-HEART ATTACK-CANCER

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

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

Section 3 - MEDICAL CARE FOR INJURIES

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

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

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

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

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

injury in the line of duty, then a third physician mutually agreeable to the be conclusive on the parties. If it is finally determined that said injury is a recurrence of the previous injury in the line of duty, the Department shall be responsible for payment of the member's medical expenses.

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

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

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

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

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

ARTICLE XI

RULES

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

ARTICLE XII

Section 1 - SALARY FOR THE FIREFIGHTERS

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

	<u>7/1/87</u>	<u>7/1/88</u>	<u>1/1/89</u>	<u>6/30/89</u>
Fire Captain	\$605.10	\$634.75	\$641.10	\$647.51
Fire Prevention Captain	605.10	634.75	641.10	647.51
Fire Rescue Captain	605.10	634.75	641.10	647.51
Captain Dispatcher	605.10	634.75	641.10	647.51
Man in Charge Carpenter Shop	605.10	634.75	641.10	647.51
Fire Lieutenant	554.68	581.86	587.68	593.56
Fire Prevention Lieutenant	554.68	581.86	587.68	593.56
Rescue Lieutenant	554.68	581.86	587.68	593.56
Lieutenant-Dispatcher	554.68	581.86	587.68	593.56
Chauffeur on Rescue	528.93	554.85	560.40	566.00
Fire Medic (as long as certified)	528.93	554.85	560.40	566.00
Grade 1 Firefighter 1st year after appointment	503.64	528.32	533.60	538.94

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Firefighter Grade 2	488.50	512.44	517.56	522.74
Firefighter Grade 3	450.89	472.98	477.71	482.49

Section 2 - BI-WEEKLY PAYROLL

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

Section 3 - LONGEVITY SUPPLEMENT

In addition to the above salaries, there shall be paid a longevity supplement which shall not be considered part of the employee's salary for other purposes in this agreement, 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</u> <u>Annual Salary</u> <u>6/30/88</u>	<u>Percentage of</u> <u>Annual Salary</u> <u>6/30/89</u>	<u>Service as of June 30th</u> <u>of Current Contract</u>
7%	7%	5 to less than 10 years
8%	8%	10 to less than 15 years
9%	9%	15 to less than 20 years
10%	10%	20 years and over

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 annual base salary so as to be included in his annual salary for retirement pension purposes only. The foregoing shall also apply to those employees retiring on or after July 1, 1988.

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ARTICLE XIII

Section 1 - BLUE CROSS, PHYSICIANS SERVICE

A. The City agrees to assume the cost of family coverage under the Rhode Island Hospital Service Corporation (Blue Cross) in the present Semi-Private Plan and Family Coverage under the Rhode Island Medical Society Physician's Service, Plan B and Blue Shield Plan 100 or the Rhode Island Group Health Association Plan, including but not limited to Chiropractic Rider, Prescription Drug Program, Vision Care Program, Major Medical - Lifetime, maximum of One Million Dollars, Students to 23, Medical Emergency Rider, Mental Health Rider, for all employees covered by this Agreement, subject to the rules and regulations of those corporations. In the case of an unmarried member, individual coverage is to be furnished.

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

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

Section 2 - LIFE INSURANCE

The City shall pay for Life Insurance of Twenty Five Thousand Dollars (\$25,000.00) on the life of each member of the bargaining unit.

Section 3 - DELTA DENTAL

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

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

Section 4 - MEMBER KILLED IN THE LINE OF DUTY

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

ARTICLE XIV

PROTECTION OF FIREFIGHTERS

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

A. Operating procedures during a civil disturbance shall be in accordance with the emergency operating procedures,

Civil Disturbances of the Fire Department, Series 1969, General Order dated July 31, 1969.

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

ARTICLE XV

Section 1 - GRIEVANCE PROCEDURE

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

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

B. If the procedures laid down heretofore fail to resolve the grievance, the individual shall, in writing, bring it to the attention of his district representative on the Executive Board of Local 799. Said Executive Board member

shall, within five (5) days of the receipt of said grievance, arrange for the individual to present his alleged grievance at a meeting of the majority of the Executive Board to determine the justification of the complaint. If, in the judgment of the Executive Board, the nature of the grievance justifies further action, it shall, through the President or Vice President, or the President's appointee of Local 799, carry the grievance to the Chief of the Fire Department.

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

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

The parties will be bound by the voluntary labor arbitration rules of the American Arbitration Association. The decision of the arbitrator upon issues submitted to arbitration shall be final and binding on the City and the Union. The fees and necessary expenses of the arbitration proceeding shall be borne equally by the parties.

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

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

ARTICLE XVI

DETAIL PAY

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

2. Private details on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Easter

Sunday, shall be compensated for at double the regular rate for detail pay. In determining whether the detail is worked on a particular day or not, the day will be considered to commence at 8:00 a.m. on the day of the holiday up to 8:00 a.m. on the day following the holiday.

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

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

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

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

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

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

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

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

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

ARTICLE XVII

Section 1 - BUREAU OF OPERATIONAL CONTROL

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

Section 2 FIRE PREVENTION BUREAU

The Fire Prevention Bureau shall consist of at least one (1) Fire Prevention Lieutenant and one (1) Fire Prevention Captain and as many fire prevention inspector/investigators as deemed necessary by the Chief of the Department. Graduates of the Firefighters School may, prior to their appointment as firefighters, be utilized ^{ON A TEMPORARY BASIS} as fire prevention ^{(120 DAYS OR LESS) OR PART TIME} inspectors/investigators notwithstanding that they are not ^{BASIS (LESS THAN 20 HOURS PER WEEK)} members of the bargaining unit or covered by this agreement *JM*

Section 3 - FIRE RESCUE CAPTAINS

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

ARTICLE XVIII

MINIMUM MANNING

The parties agree that the provisions of Article XIX of their 1985-1987 collective bargaining agreement entitled "Minimum Manning" shall remain in effect until June 30, 1988, after which they shall have no force and effect.

OR WHEN ~~THE~~ ADDITIONAL RESERVE VEHICLES ARE
PLACED IN SERVICE, WHICHEVER
DATE IS EARLIER,

On or about July 1, 1988, the City agrees to the following minimum manning standards: Each of the fifteen (15) engine and eight (8) ladder companies shall be manned by three (3) men, and each of the five (5) rescue vehicles shall be manned by two (2) men. Special hazards shall run with one man in addition to the three (3) men on the engine company. The City agrees that it will call back men whenever it is necessary to maintain this level of eighty-three (83) men, 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 eighty-three (83) men, including three chiefs, on an annual basis. JMW

ARTICLE XIX

SUSPENSION

The 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

Section 1 - DISABILITY PENSION - MEDICAL SERVICES

The City agrees that it will pay any and all medical expenses incurred by any retired firefighter who has been

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

ARTICLE XXI

MUTUAL AID

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

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

ARTICLE XXII

CHILD OF FIREFIGHTER KILLED IN THE LINE OF DUTY

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

ARTICLE XXIII

PENSION ESCALATION

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

ARTICLE XXIV

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

JW
5/22

members of the Bargaining Unit who may be found guilty of such abuses.

ARTICLE XXV

PRE-PAID LEGAL SERVICES

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

ARTICLE XXVII

COMPLETE UNDERSTANDING

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

JW
STJ

ARTICLE XXVII

DURATION

This Agreement shall be for the term beginning July 1, 1987 and ending June 30, 1989.

IN WITNESS WHEREOF, the said City of Providence has caused this instrument to be executed and its corporate seal to affixed thereto by Joseph R. Paolino, Jr., its Mayor, hereunto duly authorized, and said Local 799, International Association of Firefighters, AFL-CIO, has caused this instrument to be signed ~~by Leo Miller~~ ^{STEPHEN T. DAY} its President, thereunto duly authorized on the day or date first above written.

CITY OF PROVIDENCE

By: Joseph R. Paolino, Jr.

MAYOR

LOCAL 799, INTERNATIONAL
ASSOCIATION
OF FIREFIGHTERS, AFL-CIO

By: Stephen T. Day

PRESIDENT

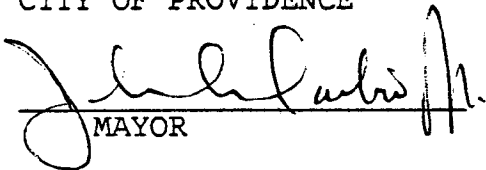
LETTER OF AGREEMENT

It is further agreed by the parties to the following:

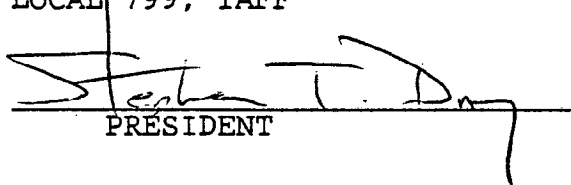
The city agrees that there shall be a Health and Safety Commission which shall consist of one (1) member from the City, one (1) member from the union, and one (1) alternate member from each, who, in addition to other duties, shall keep a record of all meetings, both regular and special. The Committee shall meet in regular session once a month and at other times as required. During these meetings, the Committee will discuss issues dealing with all areas of health and safety. This Committee shall be advisory in nature and shall advise the appropriate official of the city as to their findings and recommendations.

IN WITNESS WHEREOF, the parties have executed this document the 14 day of April, 1988.

CITY OF PROVIDENCE


MAYOR

LOCAL 799, IAFF


PRESIDENT

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