

SUPREME COURT OF RHODE ISLAND

City of East Providence v. International Association of Firefighters
Local 850

982 A.2d 1281 (R.I. 2009) · No. No. 2007-277-Appeal · Decided November 20, 2009

SUMMARY

The Supreme Court of Rhode Island upheld an arbitration award requiring the City of East Providence to restore 44 days of sick leave to a firefighter who had taken leave for prostate cancer treatment. The court held that Rhode Island's Cancer Benefits for Fire Fighters statute provides injured-on-duty benefits to qualifying firefighters, including those employed by East Providence, regardless of participation in the optional retirement plan. The court also concluded that the arbitrator did not exceed his authority by interpreting the applicable statutes and collective-bargaining agreement.

CASE DETAILS

COURT	Supreme Court of Rhode Island
WRITING FOR THE COURT	Chief Justice Williams (ret.); Suttell, C.J.; Goldberg; Flaherty; Robinson; Williams, C.J. (ret.)
JURISDICTION	Rhode Island
DECIDED	November 20, 2009
DOCKET	No. 2007-277-Appeal
DISPOSITION	affirmed
PROCEDURAL POSTURE	The City of East Providence appealed from the Superior Court's judgment confirming an arbitration award that restored forty-four days of sick leave to an East Providence fire battalion chief treated for prostate cancer.
STANDARD OF REVIEW	Review of an arbitral award is statutorily prescribed and limited. An award will be upheld if it draws its essence from the contract and is based on a passably plausible interpretation of the contract; the Court will overturn it only if it is irrational or the arbitrator manifestly disregarded the law.
PRECEDENTIAL VALUE	Published Rhode Island Supreme Court opinion; precedential.
PARTIES	City of East Providence v. International Association of Firefighters Local 850

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QUESTIONS PRESENTED

1. Whether the arbitrator exceeded his authority by interpreting Rhode Island's Cancer Benefits for Fire Fighters statute and applying it through the collective-bargaining agreement.
2. Whether the Cancer Benefits for Fire Fighters statute applies to East Providence firefighters even though the City does not participate in the optional retirement plan for police officers and firefighters.
3. Whether the arbitration award was irrational or otherwise subject to vacatur because it imposed unfunded injured-on-duty benefits or created benefits not obtained through collective bargaining.

HOLDINGS

1. The arbitrator did not exceed his authority by interpreting and applying the Cancer Benefits for Fire Fighters statute and the injured-on-duty statute to resolve the grievance.
2. The Cancer Benefits for Fire Fighters statute applies to East Providence firefighters and provides injured-on-duty benefits for qualifying occupational cancer, regardless of whether the municipality participates in the optional retirement plan.
3. The award was not irrational and did not create impermissible nonbargained benefits because the injured-on-duty benefits were required by the collective-bargaining agreement and applicable statutes.

KEY QUOTATIONS

“'[A]s long as an arbitrator's award `draws its essence' from the contract and is based upon a `passably plausible' interpretation of the contract, it is within the arbitrator's authority and our review must end.'” (1285)

““This Court will overturn an arbitration award only `if the award was irrational or if the arbitrator manifestly disregarded the law.’” (1286)

“The word, "any," followed by the term, "including," is all encompassing.” (1288-1289)

“Thus, we conclude that the language of the "Cancer Benefits for Fire Fighters" statute expressly provides injured on-duty benefits provided by chapters 19, 21, and 21.2 of title 45, and chapter 10 of title 36.” (1289)

FACTUAL BACKGROUND

James Moniz, a thirty-year veteran and battalion chief in the East Providence Fire Department, was diagnosed with prostate cancer in August 2002 and underwent surgery and treatment while on sick leave. He returned to active duty and requested that the forty-four duty days used for treatment be restored to his sick-leave reserve as injured-on-duty time. The City denied the request, the union pursued arbitration, and the arbitrator awarded

restoration of the forty-four days based on the collective-bargaining agreement and Rhode Island's cancer-benefits statute.

PROCEDURAL HISTORY

Chief Moniz requested that forty-four days of sick leave used during cancer treatment be converted to injured-on-duty leave under the collective-bargaining agreement and Rhode Island statutes. After the City denied the request, the union submitted the grievance to arbitration. The arbitrator awarded restoration of the sick leave, and the Superior Court denied the City's motion to vacate and confirmed the award. The City timely appealed, and the Supreme Court affirmed and remanded the file to the Superior Court.

DISPOSITION

affirmed

REMAND INSTRUCTIONS

The file was remanded to the Superior Court.

CASES CITED

- North Providence School Committee v. North Providence Federation of Teachers, Local 920, American Federation of Teachers, 945 A.2d 339, 344 (R.I. 2008)
- Pierce v. Rhode Island Hospital, 875 A.2d 424, 426 (R.I. 2005)
- Town of Coventry v. Turco, 574 A.2d 143, 146 (R.I. 1990)
- Jacinto v. Egan, 120 R.I. 907, 912, 391 A.2d 1173, 1176 (1978)
- Vose v. Rhode Island Brotherhood of Correctional Officers, 587 A.2d 913, 914-915 (R.I. 1991)
- Pier House Inn, Inc. v. 421 Corporation, Inc., 812 A.2d 799, 803 (R.I. 2002)
- Rhode Island Brotherhood of Correctional Officers v. State, 643 A.2d 817, 821 (R.I. 1994)
- Purvis Systems, Inc. v. American Systems Corp., 788 A.2d 1112, 1115 (R.I. 2002)
- Westminster Construction Corp. v. PPG Industries, Inc., 119 R.I. 205, 211, 376 A.2d 708, 711 (1977)
- Town of Burrillville v. Rhode Island State Labor Relations Board, 921 A.2d 113, 121 n. 6 (R.I. 2007)
- Accent Store Design, Inc. v. Marathon House, Inc., 674 A.2d 1223, 1226 (R.I. 1996)
- State v. Greenberg, 951 A.2d 481, 489 (R.I. 2008)
- Park v. Rizzo Ford, Inc., 893 A.2d 216, 221 (R.I. 2006)
- Angell v. Union Fire District of South Kingstown, 935 A.2d 943, 946 (R.I. 2007)
- Algieri v. Fox, 122 R.I. 55, 58, 404 A.2d 72, 74 (1979)
- Brown & Sharpe Manufacturing Co. v. Dean, 89 R.I. 108, 116-17, 151 A.2d 354, 358 (1959)

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