

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 267

Approved June 11, 1990

RESOLUTION, together with accompanying copy of Collective Bargaining Agreement by and between the City of Providence and Providence Local 799, International Association of Firefighters, beginning July 1, 1990 and ending June 30, 1992.

IN CITY COUNCIL

JUN 7  
READ AND PASSED

*Richard W. Ender*  
PRES.

*Robert M. D'Amico*  
CLERK

APPROVED

JUN 11 1990

*John J. D'Amico*  
MAYOR

PROVIDENCE, R.I.  
MAY 17 1 20 PM '90  
F 11 12 0

IN CITY COUNCIL  
MAY 17  
FIRST READING  
REFERRED TO COMMITTEE ON

*Bo M. M. D. O. S.* CLERK

THE COMMITTEE ON  
FINANCE

FINANCE

Recommends *Be Continued*

*Bo M. M. D. O. S.*  
Clerk

May 31, 1890

THE COMMITTEE ON  
FINANCE

Approves Passage of  
The Within Resolution

*Bo M. M. D. O. S.*  
Clerk Chairman

June 4, 1890

Councilman *Shaver* Councilman *Dillon*  
and Councilwoman *Saugruli* (By Request)

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF PROVIDENCE

AND

LOCAL 799, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,

AFL-CIO

1990 - 1992

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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 May, 1990 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 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.

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) 6 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, Pension Benefits 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 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.

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 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 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 6 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 or 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.

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

#### 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 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 condition of continued employment, maintain certification as an emergency medical technician (EMTA). 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 EMTA 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.

## 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 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:

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

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

(3) The member substituting shall enter the time, his name and the name of the member for whom he 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 for to the next one-half (1/2) hour, and provided further that overtime shall be paid when men are held over at a fire already in progress while waiting for relief, and the men are held more than one-half (1/2) hour.

#### Section 4 - CALL-BACK PAY

Employees called back for duty shall be compensated for a 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.

#### 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 designee at the time the call-back is needed, and if the call-back duty is refused, he will not be called again for call-back duty until the rest of the members of his platoon have been called. Call-back duty shall be distributed as equally as possible among the firefighters in each platoon, for this purpose a firefighter who refuses a call-back shall be considered as 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, EMTA or EMT 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 refusals 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 man has worked a short call-back he 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 Administrative 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 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 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 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 6 days' vacation.

C. During the calendar year and following the anniversary date in which they complete ten (10) years of continuous service and in each calendar year thereafter, twenty (20) working 6 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 6 days' vacation.

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

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 vacation, he shall not be eligible to select the balance of his vacation until all firefighters in the platoon have made their first selection.

(2) The vacation period of any firefighter in a platoon shall commence on the first working day or night in any calendar week that he is scheduled to work.

(3) Any firefighter on vacation for any day during a vacation period shall be counted as one of the firefighters on vacation for the entire period.

B. In the event that a firefighter was unable to take his vacation during the period in which he selected his vacation because he was on an "injured on duty" status, and he was unable to take his vacation during the remainder of the calendar year, he will be permitted to accumulate his unused vacation in the next calendar year.

C. If, in the judgment of the Chief of the Department, the schedule reduces the manpower available below the level of safe operation, or in the event adequate personnel are not available, the Chief of 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 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 vacation into two (2) four (4) day vacations.

B. Any firefighter who picks out a vacation between June 1 and September 30 may only take eight (8) consecutive working days vacation in that period.

C. Any firefighter entitled to more than eight (8) days vacation shall have the option of splitting his vacation.

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

Section 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 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. The clothing maintenance allowance for members of the firefighting force shall be Five Hundred Ninety Dollars (\$590.00). The clothing maintenance allowance for all other members of the Department who normally wear dress uniforms including chiefs' aides, shall be Six Hundred Twenty Dollars (\$620.00).

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 completed station uniform yearly to all members. The station uniform will consist of a shirt and pants. Members whose station uniform consist of black pants, white shirt and black tie shall be issued the required clothing. Said uniforms to be issued on July 1st.

D. The clothing maintenance allowance above set forth 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 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. The maximum number of leave of absence days which may be

accumulated shall not exceed 140 working days; provided, however, that only one hundred twenty (120) working days will be applied to Section 3 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 6 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 accumulated leave of absence only those days he was scheduled to work which were not worked because of leave under this Article.

## Section 2 - REASONS FOR LEAVE OF ABSENCE

Leave of absence for members of the Fire Department shall be granted for the following defined reasons:

A. Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his present position.

B. 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, 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 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) 2 days' 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) 2 days' pay (one-fifth (1/5) of his weekly salary) at the time of his 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 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 up to one hundred twenty (120) days, and for each day of 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; and in addition, for each accumulated and unused day of leave of absence in excess of one hundred twenty (120) days earned on or after July 1, 1990, he shall receive one-quarter (1/4) of one (1) day's pay as defined above. Accumulation of unused days of leave of absence shall be unlimited only for the purpose of computing severance pay.

#### 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 or (2) after working on the special assignment without objection, is not returned to his permanent assignment upon his request, he may submit either issue to the grievance procedure provided 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 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.

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>7/1/90</u>	<u>6/30/91</u>	<u>7/1/91</u>
Fire Captain	\$700.62	\$714.63	\$743.22
Fire Prevention Captain	700.62	714.63	743.22
Rescue Captain	700.62	714.63	743.22
Captain Dispatcher	700.62	714.63	743.22
Man in Charge Carpenter Shop	700.62	714.63	743.22
Fire Lieutenant	652.24	655.08	681.28
Fire Prevention Lieutenant	652.24	655.08	681.28
Rescue Lieutenant	652.24	655.08	681.28
Lieutenant-Dispatcher	652.24	655.08	681.28
Rescue Chauffeur	583.14	594.80	618.59
Fire Medic (EMT-C as long as certified)	583.14	594.80	618.59
Grade 1 Firefighter 1st year after appointment	583.14	594.80	618.59
Firefighter Grade 2 (appointed on or after 7/1/90)	565.61		
	501.79		521.86
		(6/30/92	599.99)
Firefighter Grade 3 (appointed on or after 7/1/90)	522.05		
	501.79		521.86
		(6/30/92	553.80)

All firefighters possessing an EMT-C certification, as long as said firefighter retains his 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 base pay for pension purposes.

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 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 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>6/30/90</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

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.

#### 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. 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.

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.

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.

## ARTICLE XV

### 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

A. 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.

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 considered 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 shall not be assigned another one until all members have served a detail.

E. 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.

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 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.

G. 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.

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.

## 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 (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.

#### Section 3 - FIRE RESCUE CAPTAINS

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

### ARTICLE XVIII

#### MINIMUM MANNING

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.

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 manning on engine and ladder companies by adding a fourth (4th) man to either engine or ladder companies, and the call-back, if any, for such additional manpower 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 manning; for example, pumping cellars, snow removal, etc.

In order to assist the City in providing funding for this new winter minimum manning 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.

#### 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

##### 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

##### 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

### 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 XXIII

### 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 XXIV

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

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 manning 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.

#### ARTICLE XXV

##### 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

### 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.

This 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 twenty thousand (\$20,000.00) dollars per year. 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 this 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 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.

ARTICLE XXVIII

DURATION

This Agreement shall be for the term beginning July 1, 1990 and ending June 30, 1992.

IN WITNESS WHEREOF, the said City of Providence has caused this instrument to be executed and its corporate seal to be 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 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

This document and accompanying memorandum and letters of agreement set forth the elements of the tentative agreement reached between the City of Providence and Local 799, International Association of Firefighters, to be effective from July 1, 1990 to June 30, 1992, subject to formal ratification by the membership of Local 799 and the Providence City Council.

The City and Local 799 negotiating teams have executed this tentative agreement this 15th day of May, 1990.

CITY OF PROVIDENCE

By: Joseph R. Paolino, Jr.

LOCAL 799, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

By: Stephen T. Day

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this \_\_\_\_\_ day of May, 1990, by and between Local 799, International Association of Fire Fighters (hereinafter "Local 799") and the City of Providence (hereinafter "City").

WHEREAS, Local 799 and the City have this date executed a collective bargaining agreement to be effective from July 1, 1990 through June 30, 1992, and

WHEREAS, in negotiations on said collective bargaining agreement, Local 799 proposed modifications in the provisions of the City of Providence Retirement Act, (P.L. 1923, Chapter 489, as amended), as they apply to members of the Fire Department of the City, and

WHEREAS, Local 799 and the City acknowledge that there is a disagreement between the parties regarding the proper method of implementing modifications to the provisions of the City of Providence Retirement Act, and

WHEREAS, the City maintains that the Rhode Island General Assembly has the authority to amend the provisions of said Act as it applies to members of the Fire Department and enable the City to modify the pension system established thereby, as opposed to that authority being within the exclusive jurisdiction of the Providence City Council or the Providence Retirement Board in respect to non-public safety employees, and

WHEREAS, Local 799 maintains that the authority to determine pension benefits as they apply to members of the

(b) The City shall at the earliest practical date, caused to be introduced legislation by the Rhode Island General Assembly in the form attached hereto as Exhibit "A", whereby the Providence City Council would be given the authority to modify the City pension system contained in the said Act to the specific extent set forth in Paragraph 1 above.

3. Upon the passage of said legislation, and within 90 days thereafter the ordinance referred to above shall be amended in a manner not inconsistent with Section 1 above.

4. Pending the granting of said legislative approval, the additional contributions required of members of the Fire Department shall commence to be withheld July 1, 1990 in the same manner as are the contributions required under the current Act.

5. Local 799 agrees that the City will seek the legislative authority referred to hereinabove, and will not propose any modification whatsoever with respect to the nature and/or amount of the benefit and/or contribution modifications referred to hereinabove, or with respect to the identity of individuals to whom said modifications would apply.

6. In the event that the General Assembly fails to enact legislation consistent with Exhibit A by the end of the January, 1990 session of the General Assembly, the City agrees to take whatever steps deemed necessary in order to properly implement the heretofore mentioned modifications to the Retirement Act.

Fire Department is within the exclusive jurisdiction of the Providence Retirement Board, and

WHEREAS, the City and Local 799, irrespective of their conflicting opinions and without waiving or altering in any way their respective positions regarding the proper method of implementing modifications to the Retirement Act, hereby agree to the following process for implementing certain modifications in said Act as it applies to members of the Fire Department, which said modifications are specified herein below,

The Parties hereto agree as follows:

1. The City shall seek a legislative enactment by the Rhode Island General Assembly whereby the City of Providence Retirement System as it applies to members of the Fire Department of the City would be modified to provide for the following:

(a) In lieu of the current 3% non-compounded cost-of-living adjustment, a 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 5% compounded cost-of-living adjustment for members of the Fire Department of the City who retire on or after July 1, 1991; and

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

2. The City shall comply with the foregoing in the following manner:

(a) The City shall, at the earliest practical date, enact an ordinance under which the City shall adopt all of the current provisions of the said Retirement Act.

7. The City and the Union agree that the provision of this memorandum of Agreement shall not be an acknowledgement by either party of the validity of the other's position regarding the proper method for seeking legislative approval of the heretofore mentioned changes to the Retirement Act.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
CITY OF PROVIDENCE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
LOCAL 799  
INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS

2515L

EXHIBIT A

AN ACT authorizing the City of Providence to modify the Employees' Retirement System of the City of Providence as it relates to members of the Fire Department.

It is enacted by the General Assembly as follows:

Section 1. The City of Providence is hereby authorized and empowered to modify the employees' retirement system of the City of Providence which was originally established by P.L. 1923, Chapter 489, entitled "An Act to Provide for the Retirement of Employees of the City of Providence", as it applies to members of the Fire Department of the City of Providence, to provide for the following:

(a) In lieu of the current 3% non-compounded cost-of-living adjustment, a 4% compound cost-of-living adjustment for members of the Fire Department who retire(d) after July 1, 1990; and a 5% compounded cost-of-living adjustment for members of the Fire Department who retire(d) on or after July 1, 1991, and

(b) Effective July 1, 1990, the percentage contribution required of members of the Fire Department immediately prior to said date shall be increased by three-quarters of one percent (1%); and effective July 1, 1991, an additional three-quarters of one percent (1%).

Section 2. This act shall take effect upon passage.

May , 1990

Michael K. Marran, Esq,  
Rodio and Ursillo  
200 Dyer Street  
Providence, RI 02903

Re: 1990-92 Collective Bargaining Agreement Between  
City of Providence and Local 799, IAFF

Dear Mr. Marran:

This is to confirm the understanding between the parties with respect to the proposal of the City of Providence to provide for its ability to institute alternative plans for coverage in respect to Blue Cross, Blue Shield, Delta Dental, and legal defense protection, all of which are referred to in the collective bargaining agreement.

The union has represented that if during the course of the new collective bargaining agreement, the City desires to institute an alternative plan or plans in the foregoing regard, the union will be receptive to discussion concerning same and to the extent that the union is satisfied that substantially equivalent coverage is to be made available under the City's alternative plan, the union will not unreasonably withhold agreement regarding the same.

Please confirm, on behalf of Local 799, IAFF, our mutual understanding in the foregoing regard, by executing this document on behalf of Local 799, IAFF at the space provided below.

Very truly yours,

ROBERT P. BROOKS

LOCAL 799, IAFF

MICHAEL K. MARRAN

EXHIBIT A  
SOURCE MATERIAL LIST FOR PROMOTIONAL EXAMINATIONS

The following sources of information will be used as reference material for study within the Providence Fire Department. These reference sources are also used in promotional examinations specifically for fire officer ranks:

1. Fire Service Hydraulics (For Lieutenants exams, formulas and Quick-Cal, for Captain exams, Quick-Cal only) as taught in the Division of Training.
2. A Pocket Guide to Arson Investigation (Factory Mutual System Publication).
3. IFSTA Manuals as Follows:
  - a. Essentials of Firefighting (second edition)
  - b. Fire Department Company Officer (first edition)
  - c. Water Supplies for Fire Department (Providence Version, not IFSTA)
  - d. Fire Service Ground Ladder Practices (eighth edition)
  - e. Salvage and Overhaul (seventh edition)
  - f. Hose Practices (seventh edition)
  - g. Fire Stream Practices (sixth edition)
  - h. Forcible Entry (seventh edition)
  - i. Fire Ventilation Practices (sixth edition)
  - j. Fire Service Rescue Practices (fifth edition)
  - k. Fire Service First Responder (first edition)
  - l. Self-Contained Breathing Apparatus (Providence SCBA Revised, not IFSTA)
  - m. Fire Cause Determination (first edition)
  - n. Pumping Apparatus
4. Hazardous Materials - Emergency Response Guidebook 1987. (I.A.F.F. Student Text)
5. Providence Fire Department Training Bulletins.
6. Book of Rules and Regulations governing the Fire Department and general orders and amendments thereto.
7. General Orders, Memos and Announcements - Prov. Fire Dept.
8. All approved policy, procedures and information used within the Providence Fire Department.

In addition to the above material, the following shall also be used as reference material:

1. State Fire Safety Code 1976 as amended [Fire Prevention ranks only].
2. Fire Inspection and Code Enforcement (5th Ed. [Fire Prevention ranks only].

Any future additions, deletions or other modification of these sources are subject to the written agreement of the parties, and will be announced by the Division of Training.

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Stephen T. Day  
President  
Local 799, I.A.F.F.

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For the  
CITY OF PROVIDENCE

---

Date  
2522L

---

Date

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 \_\_\_\_\_ day of \_\_\_\_\_, 1990.

CITY OF PROVIDENCE

LOCAL 799, IAFF

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT

MEMORANDUM

This Memorandum is entered into this        day of May, 1990,  
by and between the City of Providence ("City") and Local 799 of  
the International Association of firefighters ("Local 799") in  
conjunction with resolution of their 1989-1990 collective  
bargaining agreement.

Negotiations to be conducted with respect to  
a successor agreement shall be requested in  
a timely manner consistent with R.I.G.L.  
28-9.2-1 et seq., "The Firefighters  
Arbitration Act," and subsequent to the  
union's request for bargaining, the time  
limitations set forth in the aforesaid  
statute will strictly be complied with.  
None of the time limitations of said statute  
shall be waived with respect to the process  
of negotiations, and, to the extent  
necessary, arbitration, and no action shall  
be taken that is disruptive of the  
negotiation/arbitration process.

CITY OF PROVIDENCE

LOCAL 799

By: \_\_\_\_\_

\_\_\_\_\_

BIDDER'S BLANK

Date: February 21, 1990

Honorable Joseph R. Paolino, Jr., Chairman  
Board of Contract and Supply  
City Hall  
Providence, RI 02903

American Test Center, Inc. agrees to bid on:

(Name of Company)

Testing of Ground Ladders, Aerial Ladders and Tower Ladders as used by the Providence Fire Department in structural and associated firefighting, as per specifications.

Pursuant to Rhode Island General Laws, Chapters 23-28.4-1 through 4-7. The City of Providence must comply with the mandates of NFPA 1500 on or before June 9, 1991. This bid is solicited as part of the City's obligation to comply with NFPA 1500.

(Item(s) to be bid)

March 5, 1990      P.S. Fire

(Date of Award)

Thirteen thousand one hundred seventy-nine dollars

(Total Amount in Writing)

\$13,179.00 Total Lot

(Total Amount in Figures)

Additional Bidding Details:

(Use Additional Pages When Necessary)

4006 feet of ground ladders @ \$1.90/ft.	total \$7,611.00
9, 100 feet aerial ladders @ \$464 each,	total \$4,176.00
3, ladder towers @ \$464 each,	total \$1,392.00

Total Lot                      \$13,179.00

Signature:

*Edward Roth*

Title of Person Signing:

Technical Sales Representative

Firm Name:

American Test Center, Inc.

Address:

3540 Hoffman Road East

St. Paul, MN 55110

Phone Number:

800-451-9087

Delivery Date:

As required

Name of Surety Company:

New Hampshire Insurance

**CITY OF PROVIDENCE  
STATE OF RHODE ISLAND**

Purchasing Department  
City Hall, Room 305  
Providence, RI 02903  
(401) 421-7740

**BOARD OF CONTRACT AND SUPPLY  
TERMS AND REQUIREMENTS FOR BIDDING**

Testing of Ground Ladders, Aerial Ladders and Tower Ladders as used by the Providence Fire Department in structural and associated firefighting, as per specifications.

Pursuant to Rhode Island General Laws, Chapters 23-28.4-1 through 4-7. The City of Providence must comply with the mandates of NFPA 1500 on or before June 9, 1991. This bid is solicited as part of the City's obligation to comply with NFPA 1500.

**ITEM:** \_\_\_\_\_

Date and Time to be Opened Monday, March 5, 1990

Bids may be submitted up to 2:15 P.M. on the above meeting date at the DEPARTMENT OF THE CITY CLERK, Room 311, City Hall. At 2:15 P.M., all bids will be publicly opened and read at the Board of Contract Meeting, City Council Chamber, third floor, City Hall.

**INSTRUCTIONS:**

1. Vendors must submit sealed bids in the bid envelope provided (or in an envelope clearly labeled with the above captioned item or work). The bid envelope and information relative to the bid must be addressed to the Board of Contract and Supply, Department of the City Clerk, City Hall, Providence, RI 02903. Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have "NOT A BID" written on the envelope or wrapper.
2. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
4. The price or prices proposed should be stated both in WRITING and in FIGURES, and any proposal not so stated may be rejected.
5. Bids SHOULD BE TOTALLED. Do not group items; price each item individually. Awards may be made on the basis of *total bid* or by *individual items*.
6. Each bidder is required to state in his proposal his full name and place of residence; and must state the names of all persons or firm with whom he is submitting a joint bid. All bids SHOULD BE SIGNED IN INK.

## CONSTRUCTION AND SERVICE CONTRACT BID TERMS

- i. The Board of Contract and Supply will not consider any bid unless it is accompanied by a CERTIFIED check for \$ n/a to be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder; *OR*
2. The Board of Contract and Supply will not consider any bid not accompanied by a bid bond in the amount of 20% per centum (%) of the proposed total price, to be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and in default thereof, the amount of such check or bid bond shall be retained for the use of the City as liquidated damages on account of such default.
3. A performance and payment bond with a satisfactory surety company will be required of the successful bidder in a sum equal to one hundred per centum (100%) of the amount of the awarded contract.
4. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Board of Contract and Supply.
5. Awards will be made within 60 days of bid opening. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
6. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.
7. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
8. The successful bidder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Workers' Compensation Act Title 28, Chapter 29, Section 1, et seq (R.I.G.L.). If the successful bidder is exempt from compliance under the Workers' Compensation Act, an officer of the successful bidder shall so state by way of sworn Affidavit which shall accompany the signed contract.
9. The successful bidder shall prior to commencing performance under the contract attach and submit a certificate of insurance, in a form and in the amount satisfactory to the City by which the successful bidder will indemnify and hold harmless the City during the term of the contract from and against all loss or damages arising from the performance under the contract including all claims for personal injury or damages to property sustained by third persons, or their agents, servants and/or those claimed under them.

## NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest responsible bidder who submits bid.
2. No proposal will be accepted if made in collusion with any other bidder.
3. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with R.I. General Laws (as amended), Sections 7-1.1-99, 7-1.1-105, 7-1.1-106.
4. The Board of Contract and Supply reserves the right to reject any and all bid(s).
5. In determining the lowest responsible bidder, cash discounts for payment less than thirty (30) days will not be considered.
6. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
7. Competitive prices may be obtained by all bidders attending formal bid opening. After a reasonable lapse of time, tabulation bids may be seen by applying in person at the Department of the City Clerk, City Hall, Providence. Telephone or written requests for the above will not be honored.
8. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
9. In case of error in the extension of prices quoted, the unit price will govern.
10. The contractor will not be permitted to either assign or underlet the contract, nor assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Purchasing Director.
11. Delivery dates must be shown in your bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
12. A certificate of insurance may be required of a successful vendor.
13. Bids may be submitted on an "equal" in quality basis. We reserve the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
14. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Laws concerning payment of prevailing wage rates apply. (See R.I. General Laws Sec. 37-13-1 et seq., as amended).
15. No goods should be delivered or work started without a Purchase Order.
16. The City requests that you submit One original and Three copies of your bid to the City Clerk.

CITY OF PROVIDENCE

PROPOSALS

FOR

Testing of Ground Ladders, Aerial Ladders and Tower Ladders as used by the Providence Fire Department in structural and associated firefighting, as per specifications.

Pursuant to Rhode Island General Laws, Chapters 23-28.4-1 through 4-7, the City of Providence must comply with the mandates of NFPA 1500 on or before June 9, 1991. This bid is solicited as part of the City's obligation to comply with NFPA 1500.

SPECIFICATIONS

SEALED PROPOSALS are hereby invited for furnishing and delivering to the CITY OF PROVIDENCE, Fire Department, 209 Fountain Street, Providence, RI the following:

Testing of Ground Ladders, Aerial Ladders and Tower Ladders as used by the Providence Fire Department in structural and associated firefighting, as per specifications.

Pursuant to Rhode Island General Laws, Chapters 23-28.4-1 through 4-7, the City of Providence must comply with the mandates of NFPA 1500 on or before June 9, 1991. This bid is solicited as part of the City's obligation to comply with NFPA 1500.

SPECIFICATIONS FOR THE SERVICE TESTING OF PROVIDENCE FIRE DEPARTMENT GROUND LADDERS:

1. The bidder shall provide a full and complete service test on 4006 feet of ground ladders belonging to the Providence Fire Department, as prescribed in National Fire Protection Association Standard 1932, entitled "Use, Maintenance and Service Testing of Fire Department Ground Ladders", 1989 Edition (NFPA 1932). Bidder shall perform each and every test indicated in NFPA 1932 as being appropriate for the type, composition and length of ladder being serviced.

2. The bidder shall provide, upon request, certification documents indicating that personnel conducting the service tests meet the American Society of Non-Destructive Testing (ASNT) requirements and that the personnel are proficient in maintaining certification in all methods and that refresher courses are administered as required in accordance with ASNT and bidders own internal policies.

3. Bidder shall provide the services required herein in the City of Providence at such locations as the Chief of Department, or his designee, shall provide, which locations shall be suitable for the

tests to be performed. Bidder shall accommodate the needs of the Providence Fire Department so as to minimize the disruption of the operation of the Fire Department.

4. The bidder shall complete the service testing of the ladders within a reasonable period of time from the date the bid is awarded, with time being of the essence.

5. The bidder shall provide the Providence Fire Department with a full and complete written report on the results of the tests performed upon each ladder, specifically identifying what tests were performed, and the results of each test. The report shall also specify whether or not each ladder tested passed the NFPA 1932 Service Test requirements. Bidder shall specify which ground ladders do not pass any one of the required tests, and shall identify the grounds for each failure of each ladder.

6. The bidder is hereby informed that pursuant to Rhode Island General Laws, Chapters 23-28.4-1 through 23-28.4-7, the City of Providence must comply with the mandates of NFPA 1500 on or before June 9, 1991. This bid is solicited as part of the City's obligation to comply with NFPA 1500. The successful bidder, in fulfilling its obligations hereunder, shall comply with any and all additional mandates imposed by NFPA 1500, or any other NFPA Standard referred to therein, while providing service to the City of Providence and its Fire Department.

ALTERNATE: Bidder shall provide a bid based on a per footage tested, instead of for a flat 4006 feet of ground ladders.

#### SPECIFICATIONS FOR THE SERVICE TESTING OF PROVIDENCE FIRE DEPARTMENT AERIAL LADDERS AND TOWER LADDERS.

1. The bidder shall provide a full and complete test on nine (9) one hundred (100) foot aerial ladders and three (3) tower ladders belonging to the Providence Fire Department, as prescribed in National Fire Protection Association Standard 1914, entitled "Testing of Fire Department Aerial Devices", 1988 Edition (NFPA 1914). Bidder shall perform each and every test indicated in NFPA 1932 as being appropriate for the type, composition and length of ladder or tower being tested, including all auxiliary devices and controls.

2. The bidder shall comply with the American Society for Testing and Materials Standard (ASTM E543, "Standard Practice for Determining and Qualifications for Non-Destructive Testing Agencies".

3. The bidder shall provide upon request, certification documents indicating that personnel conducting the service tests meet the American Society of Non-Destructive Testing (ASNT) level II NDT technician in the test method used, as specified in the American Society for Nondestructive Testing ASNT SNT-TC-1A, Recommended Practice, No. 2025.

4. The bidder shall provide the services required herein in the City of Providence at such locations as the Chief of Department, or his designee, shall provide, which locations shall be suitable for the tests performed. Bidder shall accommodate the needs of the Fire Department so as to minimize the disruption of the operation of the Fire Department.

5. The bidder shall complete the testing of the ladders within a reasonable period of time from the date the bid is awarded, with time being of the essence.

6. The bidder shall provide the Providence Fire Department with a full and complete written report on the results of the test performed upon each aerial ladder and tower ladder, specifically indicating what tests were performed, and the results of each test. The report shall also specify whether or not each aerial ladder or tower ladder tested, passed the NFPA 1914 Test requirements. Upon each aerial ladder or tower ladder passing the required tests, bidder shall issue a Certificate of Aerial Lift Device Safety Inspection, for a period of one year, attesting to the satisfactory operating condition and structural integrity of the equipment.

Bidder shall list the failure of any test on the report, and shall separate test failures and other items of concern into the following categories:

- i. Required Items: Items which must be repaired or replaced before the Bidder can certify the apparatus.
- ii. Recommended Items: Items which the bidder recommends being repaired, replaced or installed.
- iii. Informational Items: Items which the bidder has found to be in non-compliance with accepted standards, those which should be checked periodically, or those which are for general informational purposes only.

Upon completion of repairing or replacing any "Required Items" bidder shall issue a Certificate of Aerial Lift Device Safety Inspection, effective for a period of one Year, attesting to the satisfactory operating condition and structural integrity of the equipment.

7. Bidder is hereby informed that pursuant to Rhode Island General Laws, Chapter 23-28.4-1 through 23-28.4-7, the City of Providence must comply with the mandates of NFPA 1500 on or before June 9, 1991. This bid is solicited as part of the City's obligation to comply with NFPA 1500. The successful bidder, in fulfilling its obligations hereunder, shall comply with any and all additional mandates imposed by NFPA 1500, or any other NFPA Standard referred to therein, while providing services to the City of Providence and its Fire Department.

**ALTERNATE:** Bidder shall provide a bid based on a per truck tested basis, instead of an overall bid for all nine (9) aerial ladders, and three (3) tower ladders.

**GENERAL:**

The bidder will be responsible for supplying identification/code number tags. Heat sensor labels shall be provided for all ladders (except wood), and electrical hazard stickers shall be provided by the bidder for all metal ladders. These stickers/tags will be placed on all ladders prior to testing by the Providence Fire Department.

Bids must include all transportation and delivery charges. Only a firm bid will be accepted.

All bids must be submitted on blanks furnished by the Purchasing Department, City Hall, Providence, RI.

# BIDDER'S BLANK

Date: \_\_\_\_\_

Honorable Joseph R. Paolino, Jr., Chairman  
Board of Contract and Supply  
City Hall  
Providence, RI 02903

\_\_\_\_\_ agrees to bid on:

(Name of Company)

Testing of Ground Ladders, Aerial Ladders and Tower Ladders as used by the Providence Fire Department in structural and associated firefighting, as per specifications.

Pursuant to Rhode Island General Laws, Chapters 23-28.4-1 through 4-7. The City of Providence must comply with the mandates of NFPA 1500 on or before June 9, 1991. This bid is solicited as part of the City's obligation to comply with NFPA 1500.

(Item(s) to be bid)

(Date of Award)

(Total Amount in Writing)

(Total Amount in Figures)

Additional Bidding Details:  
(Use Additional Pages When Necessary)

Signature: \_\_\_\_\_

Title of Person Signing: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Delivery Date: \_\_\_\_\_

Name of Surety Company: \_\_\_\_\_

# BIDDER'S BLANK

Date: February 21, 1990

Honorable Joseph R. Paolino, Jr., Chairman  
Board of Contract and Supply  
City Hall  
Providence, RI 02903

American Test Center, Inc.

agrees to bid on:

(Name of Company)

Testing of Ground Ladders, Aerial Ladders and Tower Ladders as used by the Providence Fire Department in structural and associated firefighting as per specifications.

Pursuant to Rhode Island General Laws, Chapters 23-28.4-1 through 4-7. The City of Providence must comply with the mandates of NFPA 1500 on or before June 9, 1991. This bid is solicited as part of the City's obligation to comply with NFPA 1500.

(Item(s) to be bid)

March 5, 1990

P.S. Fire

(Date of Award)

Thirteen thousand one hundred seventy-nine dollars

(Total Amount in Writing)

\$13,179.00 Total Lot

(Total Amount in Figures)

### Additional Bidding Details:

(Use Additional Pages When Necessary)

4006 feet of ground ladders @ \$1.90/ft, total \$7,611.00
9, 100 feet aerial ladders @ \$464 each, total \$4,176.00
3, ladder towers @ \$464 each, total \$1,392.00

Total Lot

\$13,179.00

Signature:



Title of Person Signing:

Technical Sales Representative

Firm Name:

American Test Center, Inc.

Address:

3540 Hoffman Road East

St. Paul, MN 55110

Phone Number:

800-451-9087

Delivery Date:

As required

Name of Surety Company:

New Hampshire Insurance

## MEMORANDUM OF AGREEMENT

Local 799 and the City of Providence hereby agree to undertake a Realignment of Personnel Safety Study for the specific purpose of increasing the level of fire protection afforded to the citizens of the City of Providence, improving the health and safety of its firefighters, and at the same time seeking to reduce the cost to taxpayers of overtime costs, medical bills, disability pensions and injury pay. This will be brought about by a realignment of personnel and funds, and will not require the hiring of any additional firefighters.

A retirement incentive program established in conjunction with this agreement will result in immediate savings to the City from lower expenditures for longevity supplements, salaries, Blue Cross Plan payments, Delta Dental Plan payments, Sick leave, Vacation Pay, Overtime Pay, Acting-Out-of-Rank Pay, Call-back (due to sick leave) Pay, Call-back (due to injuries for duty) Pay, and for medical bills associated with injuries occurring on duty.

In addition, during the next fiscal year, the parties will examine the relative impact upon operating costs of reallocation of personnel to four-person, versus three-person, engine and ladder companies. Certain engine and ladder companies will operate with four persons at all times. All aspects of cost factors, including overtime, call-backs, acting-out-of-rank pay, disability pensions, sick leave, injury pay, and medical bills associated therewith, will be reviewed. An independent auditor will conduct a study of these costs, and

identify factors which impact on the use of call-backs, etc. other than injuries; this will enable the City to document the dollar savings achieved in operating the study companies with four persons.

The purpose of this study is to demonstrate the net savings to be achieved by implementation of four-person manning. These savings are expected to be achieved through substantially reducing the frequency and severity of injuries, thereby reducing expenditures for disability pensions, overtime call-backs, injury pay, acting-out-of-rank pay, and, of course, the rising cost of medical treatment for injuries.

The study shall consist of the following:

A. Test Companies. Commencing no later than July 1, 1990 (or any date up to and including September 1, 1990, provided that Local 799 notifies the City on or before June 23, 1990 that the study will not begin on July 1, 1990, and that Local 799 provides the City with seven (7) days' notice of the subsequent commencement date of the staffing study), all engine and ladder companies assigned to the LaSalle Square, Messer Street, and Broad Street Stations will operate at all times with four men; there will be no increase in the Table of Organization (t.o). This will be achieved by realigning funds and result in no new net hiring; staffing level assignment of 110 firefighters and officers per group in the Fire Suppression and Rescue units shall be maintained (See Exhibit A attached hereto).

B. Auditor.

(1) Local 799 shall select an independent auditor to study those expenditures and other items listed herein which relate to the costs of this study (if Local 799 selects an auditor other than a member of the so-called "Big-Eight" accounting firms, said selection is subject to approval by the Mayor's Chief of Staff);

(2) said auditor shall have total access to all appropriate City records, and the City pledges its full cooperation in this regard in accordance with public laws regarding public access to records.

(3) the auditor will provide the parties with monthly reports, an interim report after six (6) months, and a final report after twelve (12) months, and the parties shall each assign one representative to assist the auditor in this regard. The City and Local 799 will jointly agree to a detailed scope of services consistent with this agreement.

C. Analysis. The Study will analyze the impact of this increased manning by assembling statistical and financial analysis of the items listed below for each company in the department for the period of the study and for the same period in the previous year, taking into account cost changes such as wage increases, etc."

a.) a statistical and financial analysis of the frequency of occurrence, severity and types of injuries sustained by Providence firefighters;

b.) the cost of: injury-related call-backs, overtime, Injured-on-Duty (I.O.D.) pay, disability pensions, and payment of injury-related medical and disability expenses incurred for each Engine and Ladder company; (including costs for all ranks in and out of the bargaining unit) for the fiscal years 1989-90 and 1990-91;

c.) the auditor will also note the separate impact of call-backs not relating to minimum manning, including the following reasons: non-bargaining unit members; snow/emergencies; fire prevention; rescue; court testimony; EMT recertification, training, testing; hurricanes/natural disasters; multiple alarms; Division of Training; and other unrelated causes.

d.) cost savings with respect to replacement of 31 or more (IOD "injured on duty") firefighters with new firefighters as part of the early retirement program; if more than 31 firefighters retire as a result of the early retirement program, the auditor will also isolate that impact, with no adverse effect on the study (if replacement firefighters are not available and call-backs are resorted to); Call-back, injury-related, sick leave and ancillary savings as a result of the above.

D. Results.

1.) If the cost of maintaining the fourth (4th) firefighter in the test companies is determined by the auditor, in its interim report, to result in additional cost to the City, the "Realignment of Personnel Safety Study" shall end and

the staffing levels as set forth in Article XVIII of the parties' collective bargaining agreement shall again be maintained.

2.) If the cost of maintaining the fourth (4th) firefighter in the test companies is determined by the auditor, in its interim report, to result in no increased cost to the City, the "Realignment of Personnel Safety Study" shall continue for an additional six (6) month period. To the extent that any savings achieved permit, the City shall add companies to the staffing study, commensurate with those savings, in the alternate study companies listed in Exhibit A.

3.) At the conclusion of this additional six (6) month period, the independent auditor shall issue a final report; to the extent that the auditor determines that maintaining the fourth (4th) firefighter in any one or more of the test companies for the second six (6) month period results in no additional cost to the City, that number of companies shall permanently retain said fourth (4th) firefighter and Article XVIII of the collective bargaining agreement shall be amended accordingly (specific companies to be determined by the parties); otherwise, the staffing levels as set forth in Article XVIII of the collective bargaining agreement shall again be maintained.

1989-90 FIRE ARBITRATION  
AND  
1990-92 FIRE CONTRACT

FISCAL NOTE

Arbitration 7/1/89 - 6/30/90

1% = 133,000

1. Wage:	7/1/89 - 2%	266,000	2.00%
	6/30/90 - 2%	271,000	2.04%
		<u>537,000</u>	
2. Longevity:	1% increase	<u>112,300</u>	.80%
7/1/89-6/30/90 Total		649,300	4.88%

Contract 7/1/90 - 6/30/92

1st Year: 7/1/90 - 6/30/92

1% = 138,000

1. Wage:	7/1/90 - 4%	552,000	4.00%
2. Pension:	3% to 4% compounded (less additional 3/4% contribution)	535,000	3.88%
3. Other:		19,000	.14%
	Vests	2,500	
	Headphones	2,000	
	Health & safety seminars	8,000	
	Severance pay	6,500	
4. Less savings realized by salary postponement for Grade III		<u>(10,500)</u>	
7/1/90-6/30/92 Total		1,095,500	7.94%

2nd Year: 7/1/91 - 6/30/92

1% = 144,000

1. Wage:	6/30/91 - 2%	288,000	
	7/1/91 - 4%	588,000	
		<u>876,000</u>	6.08%
2. Pension:	4% compounded to 5% compounded (less additional 3/4% contribution)	535,000	3.66%
3. Less savings realized by salary postponement		<u>(279,700)</u>	
7/1/91 - 6/30/92 Total		1,131,300	7.86%
CONTRACT TOTAL		2,226,800	15.80%
TOTAL CONTRACT AND ARBITRATION		2,876,100	