

AGREEMENT  
BY AND BETWEEN  
TOWN OF LINCOLN  
AND  
EMERGENCY MEDICAL SERVICE EMPLOYEES  
LOCAL 3023  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

July 1, 2015 to June 30, 2018

INDEX

	<u>PAGE</u>
AGREEMENT	4
PRINCIPLES	4
<u>ARTICLES OF AGREEMENT</u>	
ARTICLE I	UNION RECOGNITION 5
ARTICLE II	STABILITY OF AGREEMENT 5
ARTICLE III	UNION SECURITY 6
ARTICLE IV	PAYROLL DEDUCTION OF UNION DUES 7
ARTICLE V	UNION ACTIVITIES 8
ARTICLE VI	MANAGEMENT RIGHTS 8
ARTICLE VII	GENERAL DUTIES 9
ARTICLE VIII	SENIORITY AND VACANCIES 9
ARTICLE IX	REDUCTIONS IN WORK FORCE 11
ARTICLE X	SICK LEAVE 13
ARTICLE XI	BEREAVEMENT LEAVE 15
ARTICLE XII	UNIFORMS 15
ARTICLE XIII	INSURANCE 16
ARTICLE XIV	PAID HOLIDAYS 18
ARTICLE XV	COURT DUTY 18
ARTICLE XVI	OVERTIME AND CALLBACK 18
ARTICLE XVII	MILITARY LEAVE 19

ARTICLE XVIII	JURY LEAVE	19
ARTICLE XIX	LEAVES OF ABSENCE	20
ARTICLE XX	RULES AND REGULATIONS	20
ARTICLE XXI	GRIEVANCE AND ARBITRATION	21
ARTICLE XXII	CHANGES OR AMENDMENTS	23
ARTICLE XXIII	SUBSTITUTIONS	23
ARTICLE XXIV	SLEEPING ARRANGEMENTS	23
ARTICLE XXV	VACATIONS	23
ARTICLE XXVI	SALARIES AND LONGEVITY	24
ARTICLE XXVII	WORKING HOURS	25
ARTICLE XXVIII	PENSION	25
ARTICLE XXIX	LINE OF DUTY DISABILITY	26
ARTICLE XXX	DURATION OF AGREEMENT	27

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**AGREEMENT**

Pursuant to the provisions of Chapter 28-9.1 of the General Laws of the State of Rhode Island, this AGREEMENT is made and entered into as of July 1, 2015 by and between the Town of Lincoln, Rhode Island (hereafter referred to as the "TOWN") and Local 3023, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO acting for and on behalf of the Emergency Medical Service Employees of the Town of Lincoln, Rhode Island.

The Town and the Union, in order to increase the general efficiency of the Lincoln Rescue Service and in order to promote the morale, well-being and efficiency of the Lincoln Rescue Service hereby agree as follows:

**PRINCIPLES**

A. It is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay, wages, hours of employment, working conditions and all other terms and conditions of employment; and to facilitate the adjustment of grievances and disputes between the Employer and the Employees, to provide, insofar as possible, for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Town and the Union.

B. There shall be no discrimination by the parties to this Agreement against any Employee by reason of race, age, physical handicap, marital status, color, creed, sex, national origin, non-membership in the Union or Union membership.

C. All reference to Employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees. - - -

D. No Employee covered by this Agreement shall be discharged, laid-off, demoted, suspended, transferred, or affected in any way because of political beliefs or political activities.

## **ARTICLES OF AGREEMENT**

### **ARTICLE I**

#### **UNION RECOGNITION**

The Town hereby recognizes and acknowledges that the Union is the exclusive collective bargaining representative, of the Lincoln Rescue Service, with the exception of the Chief of the Rescue Service, for the purpose of collective bargaining as provided pursuant to the Rhode Island State Labor Relations Act, as amended. The Town and the Union shall, upon execution of this agreement, submit a written stipulation to the Rhode Island State Labor Relations Board to clarify the bargaining unit originally certified on November 22, 1985 by the Rhode Island State Labor Relations Board in Case No. EE-3372, by excluding the position of the Chief of the Rescue Service.

Section 1. The Town agrees not to enter into any individual contracts with Employees covered by the Agreement.

### **ARTICLE II**

#### **STABILITY OF AGREEMENT**

No agreement, understanding, alteration, or variation of the terms or provisions of this Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto. Failure of the Town or the Union to insist, in any one or more by the parties hereto, failure of the Town or the Union to insist, in any one or more incidences, upon performance of the terms and conditions of this

Agreement, shall not be considered as a waiver or relinquishment of the rights of the Town or the Union of future performance, shall continue in force and effect

### ARTICLE III

#### UNION SECURITY

Section 1. All members who are members of the Union on the effective date of this Agreement shall maintain their membership in the Union.

Section 2. Any employee covered by this Agreement who is a member of the Union as of July 1, 1986 and any employee who becomes a member of the Union during the term of this Agreement shall be a member of the Union for the duration of this Agreement.

Section 3. Town of Lincoln agrees that the Union shall have the right to hold meetings at Rescue 2 headquarters or the Lincoln Town Hall when space is available provided permission for the same shall be obtained from the Administration. It is further agreed that such permission will not be unreasonably withheld. Whenever a union meeting is held, both Rescues will remain fully available to answer calls.

Section 4. All non-probationary employees covered by this Agreement who are members of the Union may be required to pay union dues. Employees are not required to join the Union as a condition of employment, but non-probationary employees shall, during the term of this Agreement, pay a service fee in an amount not to exceed the union dues for the purpose of administering the provisions of this Agreement. All probationary employees shall pay a service fee equal to one half (½) the amount of the union dues for the purpose of administering the provision of this agreement.

Section 5. New employees shall remain probationary until after completion of three hundred sixty five (365) calendar days of service. Upon completion of six (6) months of service the employee shall be entitled to utilize benefits covered under this agreement. Upon completion of one year of service the employee shall enjoy full seniority status.

Employees shall have no seniority rights during this probationary period. Their employment may be terminated at any time during the probationary period at the sole discretion of the Town and neither the reason for the disciplinary action, discharge, layoff or dismissal shall be subject to the grievance or arbitration procedures provided for in this Agreement.

Section 6. An employee shall reimburse the Town for all clothing and fire gear expenses incurred by the Town if they resign prior to their probationary (365 calendar days of service) period.

#### ARTICLE IV

#### PAYROLL DEDUCTION OF UNION DUES

Section 1. The Town agrees to deduct from the wages of each Employee who authorizes the Employer to do so in writing, such initiation fees and weekly dues as the Union shall designate. Such deductions shall be remitted weekly or bi-weekly to the: Treasurer of Local 3023.

Section 2. Check off. Upon receipt of a signed authorization from an Employee, the regular weekly dues of the Union shall be deducted from such Employee's pay. The Treasurer of the Union shall notify the Department of Finance by certified mail of the amount of union dues to be deducted.

Section 3. Indemnification. The Union shall indemnify the Town and any Department of the Town and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Town or any Department of the Town for the purpose of complying with the provisions of this Article.

Section 4. The Union agrees that it shall notify the Town at least thirty (30) calendar days in advance of any change in the amount of Union dues to be deducted.

**ARTICLE V**

**UNION ACTIVITIES**

Section 1. The Union negotiating committee shall consist of two (2) members of the bargaining unit. One member of the bargaining unit shall be excused from duty with pay for participation in Labor Contract negotiations between the Union and the Employer.

Section 2. The Town agrees to replace, without loss of pay or the requirement to make up such time, the President of Local 3023 or his designee to attend the following Union functions:

- (a) Arbitration hearings

**ARTICLE VI**

**MANAGEMENT RIGHTS**

Section 1. It is understood and agreed that the Town has the sole right and authority, whether exercised or not, to operate and manage its affairs in all respects except as may have been modified by the express provisions of this Agreement.

Section 2. The rights of the Town, through its management officials, shall include but are not limited to the following:

- (a) The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- (b) To plan, direct, control and determine the operations or services to be conducted by its employees;
- (c) To determine the methods, means, and number of personnel needed to carry out the department's mission.
- (d) To direct the working forces, including the right to assign work or overtime;
- (e) To hire and assign or to transfer employees;
- (f) To promote, suspend, discipline or discharge for just cause;

- (g) To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
- (h) To make, publish and enforce rules and regulations;
- (i) To introduce new or improved methods, equipment or facilities;
- (j) To take any and all actions as may be necessary to carry out the operations of the Town in situations of civil emergency.

**ARTICLE VII**  
**GENERAL DUTIES**

A. Employees of the Lincoln Rescue Service are to provide immediate emergency medical service and transportation to victims of sudden illness and/or injury in the Town of Lincoln, and other areas where mutual aid agreements may exist.

B. General professional responsibilities of the Lincoln Rescue Service will be taking appropriate action to:

1. Maintain their Emergency Medical Technician-Cardiac license according to the Laws of the State of Rhode Island and any other training that may be deemed necessary in the performance of their duties.
2. Protect life and property.
3. Respond to all public, emergencies within the realm of their scope.
4. Endeavor to maintain good community relations.
5. Abide by all general and specific rules and regulations as may be promulgated by the Town through the Town Administrator:
6. The job title of rescue employees shall be Fire/Medic. The Fire/Medic responsibility shall include response to all emergencies within the town.

**ARTICLE VIII**

**SENIORITY AND VACANCIES**

Section 1. Definition. Seniority shall be defined as the total length of full-time employment with the

Town for employees hired before July 1, 1986. Seniority shall be defined as total length of full-time employment with the Town as a rescue employee for any employee hired after July 1, 1986.

Seniority shall be acquired by a full-time Employee as of the first day of full time employment as a Fire/Medic with the Town.

A. In the event that two (2) or more employees are hired in the same classification at the same time, their seniority shall be determined by the final score of the competitive exam for Fire/Medic.

B. On or about July 1 each year, the Town of Lincoln shall furnish the Secretary of the Union a copy of the proposed seniority list. The Town and the Union shall have thirty (30) days in which to make any corrections or changes in said list and signify that approval thereof. After the order of seniority has been approved by all parties hereto, a permanent and up-to-date list shall be posted and maintained on the Bulletin Board of the Fire Station for the benefit of all employees and all future seniority questions shall be resolved in accordance therewith.

C. The Town also agrees to furnish the Union an up-to-date seniority list which is posted on said Bulletin Board.

Section 2. Culmination Seniority shall accumulate during authorized absence because of illness, injury, vacation, or other authorized leave.

Section 3. Seniority shall be broken when an Employee terminates voluntarily, is discharged for just cause, exceeds an authorized leave of absence or is laid-off for a period of more than twelve (12) months. Seniority rights shall be acquired by an Employee as of the first day of full time employment as a Fire/Medic.

Section 4. In all applications of seniority under this Agreement the ability of the Employee shall mean the qualifications and ability (including physical fitness) of an employee to perform the required work. Where ability and qualifications to perform the required work are, among the employees concerned, equal, seniority as defined in Section 1 above, shall govern.

Section 5. Bid System.

All probationary employees as described in Article III, Section 5, shall be assigned or transferred on shifts at the sole discretion of the Town to assure their proper training. At the end of their probationary period, said employees shall be placed on shifts in accordance with the Bid System in effect.

Effective July 1, 1996, placement on shifts will be made on a yearly bid system basis by seniority, as defined in Article VIII, Section 1. Effective the first Monday in November of each year, employees shall be permitted to choose their working shifts based on rank and time in rank. The Rescue Chief shall notify all members at least ten (10) days in advance of the date, time and location of the bid session. When a member is awarded an assignment due to the bid, his position immediately becomes open and will be filled by the same system during the same bidding session. These transfers would go into effect on the 1st Monday in January and shall be completed by January 15. When a member is awarded an assignment due to the annual bid, he shall assume the work schedule of the new position without additional compensation or time off.

In the event a shift becomes available during the year and to the extent practicable and without obligation, the Town will take into consideration the preferences of employees when assigning said shift.

Nothing in this Section shall be construed so as to limit, impede, or other subject to challenge, the managerial rights of the Town through the Rescue Chief to temporarily or permanently transfer, in his/her sole discretion at any time, any member from any shift to another shift where such transfer is deemed by the Rescue Chief in the best interest of the Town or conducive to the harmony, productivity and good order or discipline of the Department.

**ARTICLE IX**

**REDUCTIONS IN WORK FORCE**

Section 1. The Town in its discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. Although not limited to the following, layoffs shall

ordinarily be for lack of work and or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- a) Probationary employee; and
- b) In the event of further reductions in force, employees will be laid off from the affected classification in, accordance with their seniority and their ability to perform the remaining work available without further training. When two or more employees have equal experience, skill, ability and qualifications to do the work without further training, the Employee(s) with the least seniority will be laid off first.

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

If an employee is recalled to a lower rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available.

If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The Town shall not hire new employees in bargaining: unit positions as long as there are still employees on the recall list, who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said job classification.

Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the Employee must notify the Town Administrator of his intention to return within three (3) days after receiving notice of recall. The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing' address provided by

the employee, it being the obligation and responsibility of the employee to provide the Town Administrator with his/her latest mailing address.

## ARTICLE X

### SICK LEAVE

Section 1. All members of the bargaining unit employed continuously by the Town for at least six (6) months, shall be entitled to sick leave with pay. Sick leave shall be granted for the following reasons only:

- a. Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his or her position.
- b. Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only.

Section 2. Sick leave with full pay for the members of this bargaining unit shall be computed at the rate of one and one half (1 ½) days per month. A day shall be computed at the rate of 8.4 hours per day.

All sick time shall be deducted on a per hour basis.

Section 3. A doctor's certificate or other medical proof satisfactory to the Town may, at the option of the Town, be required of any employee returning from sick leave after two (2) consecutive days of sick leave, or three (3) cumulative days of sick leave, in a six (6) month period. The cost of obtaining such medical proof shall be paid for by the Town.

Section 4. Sick leave shall be payable only with respect to a workday on which the employee would otherwise have worked, and in no event shall apply to an employee's scheduled day off unscheduled holiday, vacation, leave of absence, or to any day for which an employee has received full pay from the Employer.

Section 5. A doctor's certificate or other medical proof satisfactory to the Town may, at the option and

expense of the Town, be required of an employee returning from two (2) consecutive days of sick leave as proof of such employee's fitness for work.

Section 6. Any employee returning from injury on duty leave may, at the option of the Town, be required to undergo a physical examination, at the expense of the Town, by a doctor chosen by the Town as proof of such employee's fitness for work.

Section 7. Sick leave may be accumulated up to one- hundred twenty-five (125) days for all full time employees covered by this Agreement.

Section 8. Employees shall receive up to a maximum of one hundred and five (105) accumulated sick days at the time of retirement, or as defined in the Pension plan in effect at the time of pension.

Section 9. Each member shall be allowed to take three (3) days as personal days per fiscal year. One shall not be deducted from that member's accumulated sick leave. Two shall be deducted from that member's accumulated sick leave at the rate of 8.4 hours per day, notwithstanding the hours of the shift. Personal days are not cumulative.

Section 10. Sick leave may be discharged for attendance upon members of the family, or co-inhabitants within the household and/or immediate family members whose illness requires the care of the employee, provided, however, that not more than seven (7) working days with pay may be granted, per employee, in any one (1) fiscal year. This leave shall be deducted from the employee's accrued sick leave.

Section 11. Maternity Leave. A pregnant employee so certified by her physician shall be entitled to use accrued sick leave for time she is unable to work pursuant to Article X Section 1 a of the Agreement.

It is agreed that pregnant employees shall be granted a maternity leave without pay, in accordance with State and Federal Laws pertaining to the Family Medical Leave Act. \_ \_ \_ \_ \_

Employees may be granted a parenting leave without pay or benefits, as provided by Article XIX of this Agreement. At the expiration of the maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class or position.

**ARTICLE XI**  
**BEREAVEMENT LEAVE**

Section 1 All members of the bargaining unit shall be allowed up to four (4) days Bereavement Leave without loss of pay due to the death of a member of the immediate family, i.e. mother, father, stepmother, stepfather, husband, wife, child, brother, sister, grandparents, mother-in-law and father in-law.

In the event there is a death in the Employee's family, but not in the immediate family as defined above, the Employee shall be granted one (1) day to attend the funeral.

**ARTICLE XII**

**UNIFORMS**

A. Rescue employees are required to wear uniforms provided by the Town while on duty. The employee shall be required to keep the uniforms neat and clean and their appearance well groomed while in uniform.

B. The NFPA 1500 approved uniforms and equipment provided for all full-time members of the Lincoln Rescue Service are listed below and are to be worn only while the employee is on duty and may be worn in an official capacity:

- 4 winter shirts
- 4 summer shirts
- 4 trousers
- 4 blue T-shirts w/emblems
- All necessary patches
- 1 belt
- 1 pair department shoes
- 1 pair department boots
- 1 three season Gortex jacket
- 1 badge
- 1 double breasted Dress coat
- 1 matching Dress trouser
- 1 Dress hat
- Raincover for dress uniform hat

Also, fire retardant gear including:

- 1 turn-out coat
- 1 pair leather boots and night hitches
- 1 Personal Hood
- 1 pair gloves
- 1 helmet

Upon completion of the one (1) year probationary period, full time employees shall be given 1 Dress blousecoat, 1 Dress trouser and regular dress hat in accordance with (B) above.

Any changes or additions to the above authorized list shall be paid by the Town and shall be provided pursuant to applicable state or federal laws.

- C. Each member shall be credited \$575.00 per year to his/her account for uniform allowance. Effective 7/1/2016, each member shall be credited \$750 per year non-cumulative to his/her account for uniform allowance. Effective June 30, 2016, any money remaining in a member's account shall revert back to the Town.
- D. Each employee shall be credited \$100.00 annually to a maximum amount of \$500.00, for purpose of replacement and upgrading of Personal Protective Equipment. Effective 7/1/2016, all fire retardant gear/Personal Protective equipment shall be issued by the Town to the member upon hire. This equipment, if damaged in the line of duty and/or certification has expired, will be replaced by the Town. Effective June 30, 2016, any money remaining in a member's account shall revert back to the Town.

The Town will also approve \$295.00 per employee for the purpose of cleaning and upkeep for clothing used in rescue work. The money shall be distributed evenly in the first payroll period in July and December of each year.

Newly hired employees will receive a pro-rated amount of the cleaning allowance during the first year of employment. A clothing allowance shall be paid starting in the 2nd year of employment, as the new employees receive the clothing and equipment listed in paragraph (b) of Article XII above.

### ARTICLE XIII INSURANCE

A. The Town reserves the right to provide an alternative health insurance carrier provided that said alternate health insurance carrier provides comparable health insurance coverage as described in the attached benefit summary addendum. Effective July 1, 2015, the cost of this coverage shall cap at \$16.75 per week for an individual plan and \$38.75 per week for a family plan. Effective July 1, 2016, the cost of this coverage shall cap at \$22.00 per week for an individual plan and \$42.00 per week for a family plan. Effective July 1, 2017, the cost of this coverage shall cap at \$24.00 per week for an individual plan and \$45.00 per week for a family plan.

B. The Town also agrees to provide Dental insurance coverage for all employees, as prescribed in the attached benefit summary addendum. Effective July 1, 2015, the cost of this coverage shall remain at eighty-five percent (85%) by the Town, fifteen percent (15%) by the employee.

Effective July 1, 2008, the utilization co-pay amount for doctor's visits shall be fifteen (\$15) dollars, the utilization co-pay amount for specialists shall be twenty-five (\$25) dollars, the utilization co-pay for urgi-care centers shall be fifty (\$50) dollars, and the utilization co-pay amount for Emergency Room visits shall be one hundred (\$100) dollars.

C. Effective July 1, 2008 the Town agrees to provide Life Insurance in the amount of Thirty Thousand Dollars (\$30,000) to all members covered by this Agreement.

D. Each employee shall have the option of receiving \$2,500 in lieu of medical coverage provided above in Section (a) and (b) payable when the Town makes its payment. If the employee selects the option of direct payment, he must notify the Town in writing one month prior to the beginning of the fiscal year. Effective 7/1/2017, when a member of the bargaining unit and a spouse are both employees of the Town, said bargaining unit member or his or her spouse shall not be eligible for reimbursement under this provision.

E. Legal Assistance and Indemnification. In the event any employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said Employee in the performance of his duties as a Fire/Medic of the Lincoln Rescue Service, the Town agrees to provide such employee with all the necessary legal assistance and further agrees To pay any judgment rendered against such employee in any such proceeding.

This section shall not apply to tortuous conduct of an employee which is willful, deliberate or beyond the scope of his employment.

F. Effective July 1, 2002 subject to availability, and if allowable by the Rules and Regulations of the Health Care Insurer. The Town may permit retired members health insurance coverage at the retired employee's sole expense. If this coverage in any way jeopardizes the rates of current employees the Town may drop this option for retired members.

G. The Town agrees to maintain and pay for the family of any employee who dies while on duty or of a job related injury the medical and dental insurance in effect at the time of the employee's death until the employee's normal retirement date or until the widow/widower remarries, which ever comes first. This insurance is subject to whatever co-payment is in effect at the time of death. If an employee dies while an employee of the Town his or her widow/widower or their estate shall receive payment for all unused sick time and vacation time up to the contract amount as outlined in this agreement.

ARTICLE XIV

PAID HOLIDAYS

Employees of the Rescue Service covered by this Agreement shall be granted uniformly an additional one (1) day's pay for each of the following holidays.

- |                           |                     |
|---------------------------|---------------------|
| ½ day New Year's Eve      |                     |
| New Year's Day            | Labor Day           |
| Martin Luther King Day    | Columbus Day        |
| President's Day           | Armistice Day       |
| Memorial Day              | Thanksgiving Day    |
| Independence Day (July 4) | ½ day Christmas Eve |
| Victory Day               | Christmas Day       |

Holiday pay shall be made in two (2) payments. Six (6) holidays to be paid on the first payroll week in December, and six (6) holidays on the first payroll week in June.

ARTICLE XV

COURT DUTY

Employees who are required to appear in court or hearings, by appropriate authority, to represent the Town in civil or criminal matters, at a time when they would normally be off duty, shall be compensated at one and one-half their regular rate of actual time spent at said hearings.

ARTICLE XVI

OVERTIME AND CALLBACK

Section 1. Overtime

- A. The Town agrees to compensate employees who work in excess of his normal working hours at time and one-half of the Employee's straight time. - - - - -
- B. Overtime shall mean any work over the normal ten hour work day or fourteen hour work night.

Section 2. Overtime Callback Procedures

- A. In the event it is necessary to call back permanent employees for overtime, there shall be

established a department wide seniority list which shall be used for such overtime callback and this list shall be followed in rotation.

- B. In the event an employee refuses overtime, he will be charged for distribution purposes, and the overtime assignment will be offered to the next employee on the rotating seniority list.
- C. In the event all permanent Rescue personnel refuse overtime, the junior man will be ordered to work. This list shall be followed in rotation.

Section 3. Short time Callback Procedures

- A. These rules apply to planned Personal Day short time calls only.
- B. Shall be a minimum of four (4) hours
- C. Shall be posted ten (10) days in advance. Shall be posted for seven (7) days, then calls to fill will be made using the short time callback list. (Rules same as regular callback list.)
- D. If short time callback is not filled on the 7<sup>th</sup> day, it will be pulled or entire shift can be taken as 10 or 14 hour callback and will be filled using regular callback rules.
- E. No mandatory short time callbacks.
- F. Call order: Regular day shift, Regular night shift, Short time (3) days prior to date of shift to be filled.

**ARTICLE XVII**

**MILITARY LEAVE**

Section 1. Every employee covered by this Agreement who has left or shall leave said position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in the Rhode Island National Guard or Naval Reserve, or by reason of induction or commission) and who has been employed for 180 or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence without pay from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces.

Section 2. Military leave shall be granted in accordance with applicable state and federal laws.

## **ARTICLE XVIII**

### **JURY LEAVE**

Every employee covered by this Agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from his regular duties and during the actual period of jury duty shall receive for such period of jury duty the difference in pay between his regular pay and the amount of compensation received from his jury duty.

## **ARTICLE XIX**

### **LEAVES OF ABSENCE**

An employee requesting a leave of absence shall make application to the Town Administrator on a form provided by the Town.

Employees may be granted leaves of absence for good cause upon written application to the Town.

All leaves of absence without pay are to be requested from the Town in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Town within thirty (30) days.

Leaves of absence without pay may be granted for personal reasons for periods not to exceed six (6) calendar months. An additional six (6) months leave of absence may be granted by the Town Administrator for the purpose of maternity leave. To insure uniformity of practices, all requests shall be in writing and shall be approved by the Town Administrator in accordance with the current policy and the particular circumstances, such as the nature of the request, current work load, etc., at the time of the request.

All applications stating the reasons and conditions thereof and signed by the employee shall be initiated through the employee's Department Head in sufficient time to allow the Town Administrator to review

and the Town to make the proper disposition of the request and to complete any necessary actions.

## ARTICLE XX

### RULES AND REGULATIONS

All members of the Rescue Service covered by this Agreement shall receive a copy of the rules and regulations of the Rescue Service. Each new member of the Rescue Service shall receive a copy of the rules and regulations before he reports for his first tour of duty.

The Union shall have the right to make comment in writing on any and all sections of the rules and regulations of the Rescue Service to the Administration.

## ARTICLE XXI

### GRIEVANCE AND ARBITRATION

Section 1. Grievance. It is mutually understood and agreed that all grievances of employees of the Town arising out of the provisions of this Contract shall be dealt with as provided for in this Article.

For the purpose of this Article, a grievance is defined as a dispute or difference of opinion raised by an employee, or by a group of employees (with regard to a single common issue) covered by this Agreement against the Town involving the meaning, interpretation or application of the express provisions of this Agreement.

Section 2. A President or Vice President of the Union shall be guaranteed sufficient time off during working hours to seek to settle grievances without loss of pay. An aggrieved employee shall have the right to Union representation, including Counsel and International representation throughout the entire duration of the grievance procedure.

Section 3. No grievance shall be entertained or processed unless it is submitted to the Town within ten (10) business days after the employee concerned has become aware or should have become aware of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the

time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next Step within the specified time limits or agreed extension thereof, it shall be considered settled on the basis of the Department's last answer. If the Department does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Department and the Union representatives involved in each Step. The term "business days" as used in this Article shall mean the days Monday through Fridays inclusive and excludes Saturdays, Sundays and holidays on which Town Hall is closed.

#### Section 4. Procedures.

Step 1. Employees may register grievances with the President or Vice President of the Union, who shall present such grievances to the Department Head.

Step 2. In the event the grievance is not satisfactorily adjusted in Step 1, within ten (10) business days, the President or Vice President shall present such grievance herein with the employee to the Town Administrator.

Step 3. In the event the grievance is not satisfactorily adjusted, within the next ten (10) business days, the Union may submit the case to arbitration

Section 4. Arbitration If the grievance is still unresolved either party may, within seven (7) business days after the reply of the Town is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an Arbitrator to be selected by the Town and the Union within seven (7) business days after notice has been given. If the parties fail to agree on an Arbitrator, either party may submit the matter to the American Arbitration Association for final determination. The parties further agree that the fees and expenses of the Arbitrator shall be borne equally by the parties. It is hereby specifically agreed by and between the Town and the Union that any

and all settlement of grievances or grievance arbitration awards shall be final and binding upon the parties.

## ARTICLE XXII

### CHANGES OR AMENDMENTS

It is hereby agreed that this Agreement contains the complete Agreement between the parties covering rates of pay, wages, hours of employment, working conditions and any and all other terms and conditions of employment and no additions, waivers, deletions, changes or amendments shall be made during the life of the Agreement except by the mutual consent in writing of the parties hereto.

## ARTICLE XXIII

### SUBSTITUTIONS

Substitutions may be allowed. This permission shall not be unreasonably withheld. The Union agrees that there will be no overtime liability on the part of the Town.

## ARTICLE XXIV

### SLEEPING ARRANGEMENTS

It is understood by both parties, while Rescue employees are on duty, sleeping shall be allowed between the hours of 2300 and 0600 while not engaged in an emergency.

## ARTICLE XXV

### VACATIONS

Section 1. Any employee who has completed one (1) year or more of full time rescue employment shall receive eighty (80) hours of vacation with pay.

Section 2. Any employee who has completed five (5) or more years of rescue employment shall receive one hundred twenty (120) hours of vacation with pay.

Section 3. Any employee who has completed ten (10) or more years of rescue employment shall receive one hundred sixty (160) hours of vacation with pay.

Section 4. Any employee who has completed fifteen (15) or more years of rescue employment shall receive two hundred (200) hours of vacation with pay.

Section 5. Any employee who has completed twenty (20) or more years of rescue employment shall receive two hundred forty (240) hours of vacation pay.

Section 6. Any employee who has completed twenty-five (25) or more years of rescue employment shall receive two hundred eighty (280) hours of vacation pay.

Section 7. In the event an employee is unable to expend their accumulated vacation time a maximum of 48 hours may be carried over into the next year or up to 48 hours paid on the employees anniversary date.

Section 8. Seniority within the rescue service shall be the determining factor in the selection of vacation leave where one or more employees requests the same time.

Section 9. Vacation time shall be scheduled and shall not be unreasonably withheld when consistent with continued efficient operation.

Section 10. Members shall be allowed to split vacation days on an individual basis. so long as the days and nights are split evenly. Requests for a vacation day/night shall be made at least twenty-four (24) hours in advance and shall not be unreasonably denied. Should the vacation day requested fall on a Sunday or Monday, the employee's request shall be made no later than the previous Friday.

## ARTICLE XXVI

### SALARIES AND LONGEVITY

		(2% increase)	(2.25% increase)	(2.5% increase)
		<u>2015 - 2016</u>	<u>2016 - 2017</u>	<u>2017 - 2018</u>
Fire/Medic	0 - 1 year	\$44,160.35	\$45,153.96	\$46,282.81
Fire/Medic	1 - 2 years	\$45,386.42	\$46,407.61	\$47,567.80
Fire/Medic	2 - 3 years	\$47,025.42	\$48,083.49	\$49,285.58
Fire/Medic	After 3 years	\$50,768.57	\$51,910.87	\$53,208.64
Lieutenant		\$52,618.76	\$53,802.68	\$55,147.75
Captain		\$54,145.24	\$55,363.51	\$56,747.59

Effective 7/1/2015, there shall be a \$500 base salary increase for ranks of Lieutenant and Captain. This amount will then become part of base pay.

Longevity: Employees covered by this Agreement shall receive a longevity benefit as follows:

- 4.5% over their base salary after 5 years of service
- 5.5% over their base salary after 10 years of service
- 6.5% over their base salary after 15 years of service
- 7.5% over their base salary after 20 years of service
- 8.0% over their base salary after 25 years of service

For the purposes of computing longevity benefits for employees covered by this Agreement, the initial date of full-time employment shall be the determining date for longevity benefits.

Supplemental Pay: The senior Fire Medic will be given Lieutenant base salary pay, when considered the acting officer. The supplemental payment shall apply for shifts worked only, and shall not be paid where the employee is off duty for any reason, including but not limited to vacation time, sick time, bereavement leave or any other form of authorized leave.

Said supplemental payment shall be paid on a weekly basis or bi-weekly, and shall not be added to base pay and shall not be subject to longevity, pension, etc.

## ARTICLE XXVII

### WORKING HOURS

A. The regular work schedule for Lincoln Rescue Employees shall be an average work week of forty-two (42) hours; the work schedule shall consist of two (2) consecutive days of ten (10) hours each, two (2) consecutive nights of fourteen (14) hours each, followed by four (4) ~~two~~ days off.

## ARTICLE XXVIII

### PENSION

A. Effective July 1, 1992. The Town shall provide to employees of the bargaining unit a retirement plan pursuant to the State Optional Plan for Members of Police Force and Fire Fighters (R.I.G.L. 45-21.2-1 et seq.) with the individual employee's contribution being equal to seven percent (7%) of salary or compensation as set forth in R.I.G.L. 45-21.2-14(a) and the Town paying the balance thereof.

B. Effective July 1, 2004. In accordance with R.I.G.L. 45-21-52(a), the Town, through its Town Council, will adopt a resolution accepting Plan C in accordance with R.I.G.L. 45-21 -52(a)(3) for employees retiring on or after July 1, 2004; provided however, that on or after January 1, 2004, employees shall increase their contribution for the retirement Plan described in Section 1 of this article from seven (7%) to eight percent (8%) of salary or compensation as set forth in R.I.G.L. 45- 21.2-14(a), with the Town paying the balance thereof.

**ARTICLE XXIX**

**INJURIES RECEIVED OR SICKNESSES CONTRACTED  
IN THE PERFORMANCE OF DUTIES**

Section 1. Due to risk and liability, all new employees hired after July 1, 2008, as a condition of continued employment, are prohibited from engaging in any tobacco product use.

Section 2. Any injury received or sickness contracted in the performance of an Emergency medical services employee's duties shall be reported to the Chief of the Rescue Service immediately on a form furnished by the Town.

The provisions of R.I.G.L. 45-19-1 are incorporated by reference herein. Without limiting the generality of the foregoing, the Town and Union acknowledge and agree that whenever any emergency medical services employee of the Town's Rescue Service is wholly or partially incapacitated by reason of injuries received or sickness contracted in the performance of their duties, the Town shall, during the period of incapacity, pay such employee the salary or wage and benefits to which the said employee would be entitled had he/she not been incapacitated, and shall pay the medical, surgical, dental, optical or other attendance or treatment, nurses, and hospital services, medications, crutches, and apparatus for the necessary period, except that to the extent the Town provides such employee with health insurance coverage for the related treatment, services, or equipment, then the Town is only obligated to pay the difference between the maximum amount allowable under the relevant insurance coverage and the actual cost of the treatment, service or equipment.

In addition, the Town shall pay all similar expenses incurred by a member who has been placed on a disability pension and suffers a recurrence of the injury or illness that dictated his disability retirement.

Section 3. Commencing July 1, 2002, any emergency medical service employee of the Town's Rescue Service who is wholly or partially incapacitated by reason of injuries received or sickness contracted in

the performance of his duties and who has been absent from duty for a period of twelve (12) consecutive months or for a cumulative total period of twelve (12) months within any eighteen (18) month period, and who shall not return to duty with thirty (30) calendar days thereafter, shall apply, either individually or by the Town, on his behalf, for a disability retirement pursuant to and in accordance with the relevant statutory provisions of the Optional Retirement for Member of Police Force and Fire Fighters R.J.G.L. 45-21.2-1, et seq. and relevant administrative rules and regulations. The thirty (30) calendar day period in which an employee is expected to return to duty or apply for a disability retirement may be extended in the sole discretion of the Chief of the Rescue Service and with approval of the Town Administrator, if competent medical evidence confirms, to a reasonable degree of medical certainty, that the disabled employee will be capable to return to full and unrestricted duty within a reasonable period after the expiration of the twelve (12) month period.

Section 4. In the event an employee is placed on disability retirement under the provisions of this Article the Town agrees to provide the employee with Healthcare and Dental coverage in accordance with Article XIII of this agreement until the employees normal retirement date. At the time of the employees normal retirement date the Town may reduce the level of coverage provided to a single plan, as long as said employee is allowed to purchase such additional coverage desired, through the Town, at the Town's rates.

### **ARTICLE XXX**

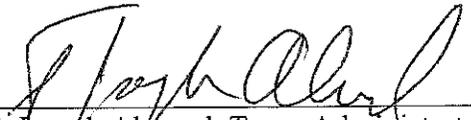
#### **DURATION OF AGREEMENT**

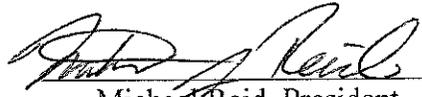
The provisions of this Agreement shall remain in effect from July 1, 2015 through June 30, 2018, and shall continue thereafter from year to year unless either party gives notice in writing pursuant to Chapter 28-9.1 Rhode Island General Laws, of their desire to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given.

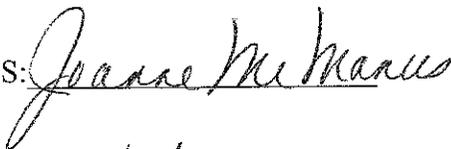
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

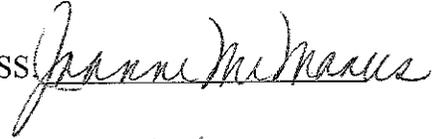
TOWN OF LINCOLN

LINCOLN RESCUE SERVICE  
LOCAL 3023, IAFF, AFL-CIO

  
T. Joseph Almond, Town Administrator

  
Michael Reid, President

WITNESS: 

WITNESS: 

DATE: 10/2/2015

DATE: 10/8/2015