

AGREEMENT
BY AND BETWEEN
TOWN OF LINCOLN
AND
LINCOLN RESCUE AND FIREFIGHTERS
LOCAL 3023
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

July 1, 2023 to June 30, 2026

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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, 2023 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 designates 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.

Section 2. Sick leave with full pay for the members of this bargaining unit shall be accumulated at the rate of (18) hours per month. A day shall be computed at the rate (12) 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 fifty (150) days for all full-time employees covered by this Agreement.

Section 8. Employees shall receive up to a maximum of one hundred twenty-five (125) 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 (12) 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:

Clothing

5.11 Dark Navy Tactical Short Sleeve Polo or Equivalent w/ Proper Embroidery and Reflective Backing

5.11 Dark Navy Tactical Long Sleeve Polo or Equivalent w/ Proper Embroidery and Reflective Backing

5.11 Dark Navy Taclite EMS Cargo Pants or Equivalent

Lion Dark Navy Traditional Station Trousers or Equivalent

5.11 Dark Navy Job Shirt or Equivalent w/ Proper Embroidery and Reflective Backing

5.11 Hi Vis Tactical Responders Jacket w/ Proper Embroidery and Reflective Backing

Rocky 10" Paratrooper Side Zipper Waterproof Boot or Equivalent

1 Duty Belt of Either Leather or Nylon

In addition to the above items issued upon hire, the Chief shall have the ability to approve other items deemed necessary or appropriate for Fire/Medic service.

Accessories

Leatherman Raptor Shears or Equivalent (\$70.00)
Streamlight Polytac 90 Flashlight or Equivalent (\$60.00)
Streamlight Survivor LED Flashlight with AC/DC Steady Charger (\$130.00)
Casio G100-1BV G-Shock Watch of Equal or Lesser Value (\$100.00)
Boston Leather Radio Holster and Strap for APX-8000 Radio or Equivalent (\$80.00)
Leather Helmet Shield (\$50.00)
Galls Deluxe Firefighter Bag (\$80.00)
Littmann Lightweight II SE Stethoscope (\$55.00)
Flashlight Batteries
Badges and Collar Pins
Badger 7618 Microfiber Navy windbreaker or Equivalent w/ Proper Embroidery
Dickies Diamond Quilted Nylon Jacket Dark Navy or Equivalent w/Proper Embroidery
Gerber Dark Navy ¾ Zip Pullover w/ Proper Embroidery and Reflective Backing

Also, fire retardant gear including:

1 Turn-Out Coat
1 Pair Leather Boots and Night Hitches
1 Personal Hood
1 Pair of Gloves
1 Helmet
1 AV-3000 HT SCBA mask with Aramid Fibers Head Harness

Upon completion of the one (1) year probationary period, full time employees shall be given the following Class A Uniform

Hope Uniform Dress Blue Jacket Double Breasted w/FD Buttons and No Sleeve Buttons
Lincoln Rescue Patch on Left Shoulder
White Lined Reverse Flag on Right Shoulder
Lieutenant Badge Garel G60 in Silver w/Blue Enamel and a Single Silver Bugle Captains
Badge Garel G60 in Silver w/Blue Enamel and Double Silver Bugles
Privates Badges Garel Badge G60 in Silver w/State Seal
Lieutenant Coat Collar Pins 121A 2" Pins w/Blue Enamel w/a Single Silver Bugle
Captain Coat Collar Pins 122SA 2" Pins w/Blue Enamel w/Double Silver Bugles
Dull Silver Sleeve Stripes 1 for Lieutenant & 2 for Captain
Dull Silver Hash Marks 3 Years of Service/Each
Hope Uniform Dress Blue Slacks

Thorgood High Gloss Dress Shoes with Laces
Long Sleeve White Button-down Shirt
Lincoln Rescue Patch on Left Shoulder
White Lined Reverse Flag on Right Shoulder
Garel 1733 15/16" Full Color Collar Pins for Privates
Lieutenant Collar Pins Garel 151C w/Blue Enamel and a Single Silver Bugle
Captain Collar Pins Garel 152 SC w/Blue Enamel and Double Silver Bugle
Hankin Brother Cap Co Fire Fighters Bell Cap All Blue W/Black Plastic Band and Small Silver FD Buttons
Garel G302 Hat Badge w/State Seal for Privates
Hankin Brothers Cap Co Fire Fighter Bell Cap All White W/Silver Band and Small Silver FD Buttons
Garel G302 Hat Badge w/Blue Enamel and Single Silver Bugle for Lieutenants Garel G302 ----
Hat Badge w/Blue Enamel and Double Silver Bugle for Captains
Black Tie
White Gloves
Black w/Red Stripe Mourning Band
Black Mourning Band
Boston Leather 1.5" Wide Leather Belt #6582

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. 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 within a timely manner. The members shall provide advanced notice to the department head regarding gear that will be expiring within a timely manner.

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. Effective January 1, 2025 the healthcare plan for all active members of the department shall be a Health Savings Account (hereinafter referred to as HSA) with a fiscal year deductible of Two-Thousand Dollars (\$2,000.00) for individual coverage and Four-Thousand Dollars (\$4,000.00) for family coverage. The Town shall provide an HSA healthcare plan which shall have a benefit level, service level and network level no less than the healthcare plan in effect at the execution of this contract. The Monetary amounts of the deductibles shall be paid in the following manner:
- B. The Town agrees to advance the monetary amounts of the said deductibles (\$2,000.00 for individual or \$4,000.00 for family) each year, to a prepaid credit/debit card that shall be issued to each member. Each member shall utilize said credit/debit card for medical payments at points of service to satisfy said deductible of the HSA plan.
1. Any and all costs associated with the administration of said credit/debit card shall be borne by the Town.
 2. The Town agrees to provide all members and their family members, if applicable, with credit/debit cards at no cost to said members.
 3. There shall be no premium co-share of the above-cited HSA plan to be contributed by the member toward the cost of the HSA plan. The cost to members for the HSA plan shall only be the above-cited deductibles.
 4. Members who sustain an occupational injury/illness shall be covered for any and all medical care, including but not limited to prescription drugs through a special medical rider that shall be provided for through the Town at no cost to the member nor the above-cited HSA plan.

- C. Medical care, including but not limited to prescription drugs through a special medical rider that shall be provided for through the Town at no cost to the member nor the above-cited HSA plan.
- D. Employees with double coverage of medical healthcare and/or dental care may elect, after written notice and proof of other insurance to the Department, shall be eligible to receive a two-thousand-dollar (\$2000) payout for a single plan, and a four-thousand-dollar (\$4000) payout for a family plan for these medical insurance premiums in a cash payment on the first payroll week in June of each year. An employee requesting cash payment, not to exceed five hundred (\$500.00) dollars for the said dental plan may be requested and paid as well.
- E. Employees who elect to receive the cash payment and have a change of circumstance (i.e. loss of spouse's job, etc.) shall be reinstated into these medical and dental insurance programs upon written request to the Department within a timely manner.
- F. The cash payment to employees shall be based on the number of completed months (prorated) in each contract year.
- G. 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 the insurance buy out pursuant to Section (D) of this article.
- H. Members of the department through payroll deduction shall pay the below-cited monetary amounts of said deductibles, advanced to the members by the Town, back to the Town. The said amount of deductible shall be withheld prior to payroll taxes being withheld.

	Single Plan		Family Plan	
	January 1,2025	January 1, 2026	January 1,2025	January 1, 2026
Town pays	\$2,000.00	\$1,500.00	\$4,000.00	3,000.00
Member pays	\$0.00	\$500.00	\$0.00	\$1,000.00

- I. The Town also agrees to provide Dental insurance coverage for all employees, as prescribed in the attached benefit summary addendum. Effective July 1, 2018, the cost of this coverage shall remain at eighty-five percent (85%) by the Town, fifteen percent (15%) by the employee.

- J. Should the Town choose to opt back into a conventional healthcare plan the following shall apply, 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 Urgent-Care centers shall be fifty (\$50) dollars, and the utilization co-pay amount for Emergency Room visits shall be one hundred (\$100) dollars.
- K. 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.
- L. Effective 7/1/2023 under a normal retirement, the Town will continue to provide a health care plan in equivalent to the plan in effect at the time of the members retirement, inclusive of all employee co-shares at the time of retirement, until the retiree reaches their sixty-fifth (65th) birthday or until Medicare eligible.
- M. The retiree may receive a buy-out of \$2,500, if post-retirement healthcare offer is waived.
- N. 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 tortious conduct of an employee which is willful, deliberate or beyond the scope of his employment.

- O. The Town agrees to maintain and pay for the family of any employee who dies while on duty or of a job-related injury or illness 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, whichever 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

1. 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. One (1) day pay shall be calculated as 12 hours per day.

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

2. Holiday pay shall be made in two (2) payments. Seven (7) 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, CALLBACK, AND DETAILS

- 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 outside of an employee's normally assigned shift or platoon.

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 callback 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, the overtime assignment will be offered to the next employee on the rotating callback list.
- C. In the event all permanent Rescue personnel refuse overtime, a mandatory rotating list will be placed into effect for the four (4) members on the shift preceding the overtime shift and the employee on the top of that list shall be ordered to work. An employee may not be forced to work if the mandatory shift is preceding a vacation day, or the employee will be forced into more than four (4) consecutive shifts.

Section 3. Short time Callback Procedures

- A. These rules apply to short time calls only.
- B. Shall be a minimum of four (4) hours
- C. Shall be run only after a day or night callbacks have been filled first. Shall use the short time callback list and the employee will not be rotated on the regular list, so long as the shift is half or less (5 hrs. or less for the day and 7 hrs. or less for the night). (Rules same as regular callback list.)
- D. If short time callback is not filled it will be pulled or entire shift can be taken as ten (10) or fourteen (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.

Section 4. Details

In any case where an employee covered by this Agreement is assigned to a special duty of a private nature for an employer other than the Town, there shall be established a department wide detail callback list which shall be used for such detail callbacks and this list shall be followed in rotation. The Town shall reserve the right to pay the “detail pay” to the members through the next scheduled pay roll following the said detail.

1. The Town agrees that personnel shall be assigned to all details utilizing the rotating Fire/Medic detail list.
2. No Member shall be ordered to work a detail.
3. No Member shall be allowed to use a detail as a reason to refuse a mandatory overtime assignment on an in-service truck.
4. The compensation for all said detail shall be as follows.
 - A. Regular Detail: Captain’s overtime rate plus \$1.50 per hour.
 - B. Holiday Detail: Ninety (\$90.00) per hour.
 - C. Details for Town of Lincoln: Forty-Five (\$45.00) per hour.
5. Members shall be guaranteed at least a minimum of four (4) hours’ pay.
6. Holidays for this provision shall be considered New Year’s Day, Easter, July 4, Thanksgiving, Christmas Eve, Christmas Day, and New Year’s Eve.
7. Whenever a member who has been assigned to a private or special detail is injured during such detail, he/she shall be considered on duty and entitled to the provisions set forth in Article XXX and pursuant to Section 45-19-1 of the General Laws of the State of Rhode Island, 1956, as amended.

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. Members of the department who are members of the National Guard or any of the reserve components of the armed forces of the United States shall be entitled to leaves of absence with pay up to a maximum of twelve (12) shifts per calendar year, from their respective duties. For purposes of this section “with pay” shall mean the payment by the department of the difference between a member’s gross pay received from the armed forces and his regular weekly gross pay received from the department.

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 ensure 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 5. 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
PROFESSIONAL DEVELOPMENT

Any member who obtains a minimum of 40 hours of credited training between January 1st and December 30th shall be entitled to a \$1,000.00 incentive check. The Town shall issue this check in the first pay period of December during that fiscal year. Trainings, can be both on and off duty, and shall pertain to material that meets or exceeds AEMT-C and NFPA Firefighter I & 2. All training offered by both Fire and EMS Chiefs in town pertaining to job related education or skills must be pre-approved by the Rescue Chief for credit. No mandatory trainings will be required to qualify for the incentive. Successful completion of these trainings must be provided to the Chief for proper credit.

ARTICLE XXVI
VACATIONS

Section 1. Any employee who has completed one (1) year or more of full-time rescue employment shall receive ninety-six (96) hours of vacation with pay.

Section 2. Any employee who has completed five (5) or more years of rescue employment shall receive one hundred forty-four (144) hours of vacation with pay.

Section 3. Any employee who has completed ten (10) or more years of rescue employment shall receive one hundred ninety-two (192) hours of vacation with pay.

Section 4. Any employee who has completed fifteen (15) or more years of rescue employment shall receive two hundred-forty (240) hours of vacation with pay.

Section 5. Any employee who has completed twenty (20) or more years of rescue employment shall receive two hundred eighty-eight (288) hours of vacation pay.

Section 6. Any employee who has completed twenty-five (25) or more years of rescue employment shall receive three hundred thirty-six (336) 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 employee's 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 XXVII

SALARIES AND LONGEVITY

Section 1. Salary

	Captain	Lieutenants	Private 3 plus	2-3 Years	1-2 Years	0-1 Year
July 01,2023 Salary Adjustment	\$2,000.00	\$1,000.00				
July 01,2023 4.0%	4%	4%	4%	4%	4%	4%
New base	\$70,154.16	\$66,878.45	\$63,218.02	\$58,557.00	\$56,516.05	\$54,989.33
6/30/2024 Salary Adjustment	\$2,000.00	\$1,000.00				
July 01,2024	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%
New base	\$75,401.09	\$70,932.99	\$66,062.83	\$61,192.07	\$59,059.27	\$57,463.85
6/30/2025 Salary Adjustment	\$2,000.00	\$1,000.00				
Jul 1, 2025	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%
New base	\$80,884.14	\$75,169.98	\$69,035.66	\$63,945.71	\$61,716.94	\$60,049.72

Section 2 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
- 8.0% over their base salary after 15 years of service
- 8.5% over their base salary after 20 years of service
- 10% 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.

Section 3 Acting out of Rank Pay:

- A. In the absence of a Captain on a group, the Senior Lieutenant on duty, will be given Captain base salary pay, when considered the acting Captain.
- B. In absence of a Lieutenant on a group, the Senior Fire Medic will be given Lieutenant base salary pay, when considered the acting Lieutenant. . 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 XXVIII
WORKING HOURS

- A. The regular work schedule for members working on Platoons A, B, C and D shall be an average work week of forty-two (42) hours, the work schedule shall consist of one (1) twenty-four (24) hour shift on, followed by one (1) twenty-four (24) hour shift off. Followed by one (1) twenty-four (24) hour shift on followed by one hundred and twenty (120) consecutive hours off. Time off shall be taken off and callbacks will be filled as either a ten (10) hour day, a fourteen (14) hour night as currently practiced, or an entire twenty-four (24) hour shift.
- B. Effective 7/1/2019, upon implementation, an Administrative Captain shall work the hours of 0700 – 1700 Monday to Thursday or Tuesday to Friday. In addition to administrative duties, the position will allow for flexibility as it relates to filling vacancies within the department not to exceed 1300 hours per year.

ARTICLE XXIX
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 XXX

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 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 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. 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 age 65. At age 65, the town may decide to move a retiree to a more traditional healthcare plan with a co-pay/co-insurance plan with a corresponding drug plan.

ARTICLE XXXI

PROMOTIONAL PROCEDURE

All qualifying Rescue personnel, below the rank of Chief of Rescue, shall be eligible for a promotion as the case may be by the Town Administrator upon the recommendation of said Chief, provided they shall have satisfactorily passed such qualifying tests. This shall be completed within a period of (90) days from the time the vacancy occurs.

Promotions and appointments shall be in accordance with the merit principles as applied to public employment. They shall hold their respective offices, during good behavior, until vacated by death, resignation or retirement, or until they shall be removed in accordance with governing law. All promotions shall be made from within the department in accordance with the provisions of the Town Charter and personnel ordinances.

Once a vacancy has been determined within the department, the Chief of Rescue will post the vacancy within ten (10) days, on the appropriate bulletin board, which shall be at least forty-five (45) days prior to the testing date. The posting will specify the position, the eligibility requirements for the position to be tested, and a list of materials from which the test will be drawn, if available, as well as where and how these materials may be obtained. The Town will post the total scores of all candidates as well as a breakdown of the oral, written and bonus scores after the decision has been made.

Candidates for promotion will be accepted from personnel currently employed on the department who have satisfactorily completed at least three (3) years of service as a Rescue member to apply for Lieutenant and three (3) years as a Lieutenant to apply for Captain. If there are no three (3) year candidates from the Lieutenant rank, a requirement of one (1) year served as a Lieutenant shall apply.

To qualify, candidates must pass the following qualifying tests:

Procedure

Section 1 Oral Examination.

- A. The oral examination will be conducted by a panel of three (3) local area Chiefs, Captains or Lieutenants and at least one (1) of whom will be a Rescue Officer and member in good standing of Local 3023, all with a rank equal to or higher than the examination being given. The Chief may be present during the oral board process.

Section 2 Written Examination.

Such written examination will be given to each candidate under the supervision of the Chief of Rescue at a time and place chosen by the Chief.

The written exam shall be provided by a third-party testing company and consist of the most current edition of the following categories.

- A) Town of Lincoln policies and procedures.
- B) State of Rhode Island EMT Basic and Cardiac protocols.
- C) NFPA 1021 Emergency Incident Officer.

Scoring

Ratings for promotion will be made on the basis of points scored on the tests given, with the Oral Examination to be given first, with the following weights to apply:

1. Oral Exam: twenty-five (25) percent (twenty-five (25) points maximum) distributed in the following manner:
 - A. 1-5 pts. – Chief
 - B. 1-5 pts. - Education. Enrolled but less than 30 credits-1 pt; 30 credits but less than 60-2 pts; 60 credits (Assoc. Degree)-3 pts; greater than 60 but less than 120-4 pts; bachelor's degree-5 pts.
 - C. 15 pts total (5 points/interviewer) - Oral Board.
2. Written Examination: seventy-five (75) percent (seventy-five (75) points maximum).
 - A. Minimum qualifying score: total of (1) and (2) - seventy-five (75) points.

3. All such candidates passing the minimum qualifying score will be given one (1) additional point score for each completed year of Rescue service with the Town Rescue Service, up to, but not exceeding twelve (12) years.

A. The bonus points will be added to the total score achieved by the addition of the oral and written test scores, but only if the total achieved is no less than seventy-five (75) points. Within five (5) days of the completion of the tests by the candidates, the Personnel Board will notify the Chief of Rescue and the Town Administrator of the final standings of the candidates based on the procedures outlined above. Said list of candidates shall be valid for a period of one (1) year commencing from the date the list is certified by the Personnel Board. If, during the year the names of candidates falls to two (2), the Town shall have the option to post for a new exam(s).

ARTICLE XXXII

TRAINING

The Town shall pay the certification and or reclassification costs for all employees. In the event tests or classes are conducted during an employee's scheduled hours, employees shall be excused from work without loss of pay and without the requirement to make up such time.

The Town shall pay for courses and training that employees are required to take.

If the Town elects to hire an employee that does not have NFPA 1001 and 1002, it agrees to have said employee attend the RI Municipal Fire Academy at the sole expense of the Town and further agrees that said employee shall be excused from work without loss of pay for the duration of the class and without the requirement to make up such time.

ARTICLE XXXIII

SUCCESSOR AGREEMENT

Work presently performed by employees in the bargaining unit shall not be assigned to any other Town employer or any independent contractor. If at any time during this agreement the Town decides to form a municipal Fire Department or Town Wide Fire District, the members of this Collective Bargaining Agreement will be guaranteed their current positions, rank and pay rate. Negotiations for a new contract shall begin within one hundred twenty (120) days of the formation.

ARTICLE XXXIV
DURATION OF AGREEMENT

The provisions of this Agreement shall remain in effect from July 1, 2023 through June 30, 2026 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



Phil Gould
Town Administrator

LINCOLN RESCUE SERVICE
LOCAL 3023, IAFF, AFL-CIO



Michael Reid, President
IAFF Local 3023, President

WITNESS: 

DATE: Jan 26th 2024

WITNESS: 

DATE: January 26th 2024

