

**Agreement Between**

**LIME ROCK FIRE DISTRICT**

**and**

**LIME ROCK FIREFIGHTERS, LOCAL 618**

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# Agreement

This Agreement is entered into by and between the Lime Rock Fire District and the Lime Rock Firefighters Local 618.

## **ARTICLE I** **Recognition**

The Lime Rock Fire District recognizes Lime Rock Firefighters Local 618 as the sole and exclusive bargaining agent for all uniform employees (of Fire Marshall and Captains rank and below) of the Lime Rock Fire District for the purpose of collective bargaining relative to wages, salaries, hours and working conditions.

The rights of the employer and the employees shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

## **ARTICLE II** **Management Rights**

Except as expressly limited by the terms of this Agreement, the District retains all rights and powers held by it previously to the recognition of the local as bargaining agent; including, but not limited to, the right to fix and determine the District's operation budget and capital expenditures, to establish rules and regulations, to determine the physical location of the fire house or fire houses, to determine staffing levels and assignments of individual firefighters, to hire, evaluate, assign, transfer, promote, demote, suspend, discharge, or discipline firefighters, to schedule work and, in general, to determine how, when, where and by whom the duties of the firefighters shall be performed.

## **ARTICLE III** **Duties**

The duties of the members of the Fire Department shall be the prevention, control, and extinguishment of fire, emergency medical and all services presently conducted by the members of the Fire Department and as presently set forth in the rules and regulations adopted by the Board of Fire Commissioners.

**ARTICLE IV**  
**Fire District Rules and Regulations**

In the event of a conflict between the Fire District Rules and Regulations and the terms of this Collective Bargaining Agreement, the latter shall prevail.

**ARTICLE V**  
**Non-Discrimination Clause**

The Fire District agrees not to discriminate against any member of the bargaining unit covered by this Agreement because of race, religion, creed, color, sex or sexual orientation, age, marital status, country of ancestral origin, political beliefs, union membership or activities, or affiliations and/or membership in any lawful organization.

**ARTICLE VI**  
**Union Security and Dues Deduction**

The Lime Rock Fire District shall deduct union dues, assessments and service fees from the wages of all members within the bargaining unit.

Only dues for the sole and exclusive bargaining agent shall be deducted.

Membership in the union may be determined by each individual employee. All non-members of the exclusive bargaining organization shall pay to the exclusive organization a service fee as a contribution toward the negotiation and administration of the Collective Bargaining Agreement in an amount equal to the regular weekly membership dues of said organization.

The Fire District shall forward all deductions covered by this Agreement to the Amalgamated Transit Union, Division 618, AFL-CIO on a weekly basis.

**ARTICLE VII**  
**Union Business**

With reasonable notice, all union officers covered by this Agreement shall be allowed reasonable time off with pay during working hours and without requirement to make up said time, to handle any Lime Rock Fire Department union business that may come before the Executive Board of the Local. The Chief of the Department may deny this time off only in case of emergency or when an undue staffing burden would be placed on the Department.

**ARTICLE VIII**  
**Work Schedule**

The regular work schedule for the full time members of the Fire Department shall be an average work week of forty-two (42) hours. The schedule shall consist of (4) groups with the four groups working two (2) consecutive 10-hour days and two (2) consecutive 14-hour nights followed by four (4) days off.

The regular work schedule for the other members covered by this Agreement shall be as presently conducted.

**ARTICLE IX**  
**Substitution**

All employees shall have the right of "Free Substitution" provided however that:

- 1) The substituting employees are of equal rank and qualifications.
- 2) The Chief may make such exceptions regarding qualifications as he deems appropriate.
- 3) Substitution must be approved by the Chief. Such approval shall not be unreasonably withheld.
- 4) Approval of substitution may be denied if it creates an overtime situation.

**ARTICLE X**  
**Wages**

Members of the bargaining unit will be paid weekly.

Rates of pay for members covered by this Agreement shall be as follows:

Captain	\$24.60/ hour	<i>25.97</i>
Lieutenant	\$22.55/ hour	<i>23.81</i>
Firefighter (A)	\$20.50/ hour	<i>21.65</i>
	(B) \$16.40/ hour	<i>17.31</i>
	(C) \$14.35/ hour	<i>14.78</i>

Pay for all grades shall be increased by 3% on November 1, 2012.

**ARTICLE XIV**  
**Additional Duties**

Any member of the bargaining unit who assumes the role of EMS director, Safety Officer or Communications Officer shall be paid an additional \$1,000.00 (one thousand dollars) per year over and above his regular hourly wage. Payments shall be made twice (2) per year half in June half in December.

**ARTICLE XV**  
**Emergency Medical Technician-Cardiac**

Any member of the bargaining unit, who qualifies as an Emergency Medical Technician-Cardiac, shall receive an additional \$1,000.00 (one thousand dollars) per year. Payments will be made twice (2) per year half in June half in December.

New Emergency Medical Technician-Cardiac payments will be pro-rated by license date.

**ARTICLE XVI**  
**Temporary Service Out Of Rank**

Members of the Bargaining Unit who assume the responsibility of a higher rank shall be compensated at the same rate as the higher rank. A Bargaining Unit Member who contracts an illness or is injured in the line of duty shall be entitled to all of the benefits afforded by Law, including all compensation and benefits of the higher rank.

The ranking officer at either station is presumed to be Officer in Charge on a given shift.

In the absence of an Officer on duty on a particular shift, an "A level" Firefighter on that shift shall be assigned by the Chief to perform the Officer's duties and responsibilities and shall be compensated at the higher rate.

**ARTICLE XVII**  
**Callback Provision**

In the event it becomes necessary to call back employees for overtime, the Department wide rotating detail list shall be used and the list shall be followed in rotation.

**ARTICLE XVIII**  
**Clothing Allowance**

All full time employees will receive a clothing allowance in the amount of \$700.00 per year.

Effective November 1, 2013, all full-time employees will receive a clothing allowance in the amount of \$750.00 per year.

All part time employees will receive clothing allowance in the amount of \$500.00 per year.

Effective November 1, 2013, all part-time employees will receive a clothing allowance in the amount of \$525.00 per year.

The clothing allowance for new employees will be prorated.

The clothing allowance will be paid in the 2<sup>nd</sup> pay period in December of each year.

**ARTICLE XIX**  
**Paid Holidays**

The following (11) holidays shall be paid holidays for all full-time members:

New Years day	Independence Day	Veterans Day
Martin Luther King, Jr. Day	Victory Day	Thanksgiving Day
Presidents Day	Labor Day	Christmas Day
Memorial Day	Columbus Day	

These holidays will be paid to the employee whether they work the holiday or not. Holiday pay will be figured at the current rate of pay for hours employee would have worked. Holidays will be paid to the employee in 2<sup>nd</sup> pay period in June and 2<sup>nd</sup> pay period in December.

**ARTICLE XX**  
**Vacations**

Upon completion of:

- 1 year of service = 1 cycle of vacation days (cycle is equivalent to 2 days and 2 nights)
- 3 years of service = 2 cycles of vacation days
- 5 years of service = 3 cycles of vacation days ✓
- 10 years of service = 4 cycles of vacation days
- 20 years of service = 5 cycles of vacation days

Employees will be allowed to use one cycle of vacation time 1 day at a time. Employees that work day shifts only vacation will be considered a five day cycle. Single vacation days cannot be carried over to the next year.

Probationary Firefighters will not be eligible for vacation.

Employees will be allowed to carry 1 cycle of vacation over to the next year, effectively "banking one full cycle of vacation time per year". Upon retirement all unused vacation will be paid to employee or their designated beneficiary at their current rate of pay.

48 hours advance notice will be given for use of vacation time and must be approved by the Chief of the Department.

Part-time employees (Call Firefighters) will not be eligible for vacation time.

Vacation eligibility will be determined by the Date of Hire as a full-time employee. Years of service shall not include any period of service prior to August 1, 2006.

An employee's vacation year will begin with their hire date and be calculated on a rolling twelve-month basis.

**ARTICLE XXI**  
**Personal Days**

Full time personnel shall have two (2) personal days per calendar year.



Part time personnel shall have one (1) personal day per calendar year.

Personal days will be paid according to actual hours the employee would have worked, for example: 10 hour day or 14 hour night.

Personal days will be scheduled 48 hours in advance.

Unused personal days may not be carried forward from year to year.

Personal days require the approval of the Chief. Such approval shall not be unreasonably withheld.

## **ARTICLE XXII**

### **Tuition Reimbursement**

Employees covered by this Agreement are eligible for tuition reimbursement for courses in fire science, public administration or other related training programs in accordance with the following:

- 1) Prior to course registration, approval from the Chief of Department must be received to be eligible for reimbursement.
- 2) Full reimbursement will be given for a grade of "C" or above.
- 3) No reimbursement will be given for grades less than a "C".
- 4) A fifteen hundred dollar (\$1,500) per rolling year, per individual, reimbursement limit will be in effect, but may be exceeded with the Chief's approval.
- 5) For any course in excess of one thousand dollars (\$1,000), the individual agrees to remain a Lime Rock Fire District Firefighter for two (2) years after completion of the course, or to reimburse the Fire District for the cost of the course if he shall leave before completion of the two (2) year period.

## **ARTICLE XXIII**

### **Sick Leave**

Full time personnel shall be entitled to  $\frac{3}{4}$  of a day of sick leave per month, even if sick time has been used during the month.

A maximum of nine (9) sick days can be accrued during the calendar year.

Each day of sick leave used will be paid according to the number of hours that would have been worked.

A physician's "return to work" notice will be required for any individual out sick for three (3) or more consecutive days.

Sick leave will accrue to a total of seventy (70) days

At retirement one half of eligible accrued sick time will be paid in one lump sum at the rate the employee would have actually worked.

In the event of death in the line of duty, a named beneficiary will receive the full number of sick days accrued up to seventy (70) days at the rate the employee would have actually worked.

Probationary full time Firefighters are eligible to use and accrue sick time.

Non-civic details shifts are not subject to sick pay.

Employees on sick leave are not eligible for details.

#### **ARTICLE XXIV** **Bereavement Leave**

Bereavement leave will be granted in the event of the death of an immediate family member.

Bereavement leave will be granted for a minimum of one (1) work cycle or at the discretion of the Chief. Additional bereavement leave may be authorized at the Chief's discretion.

#### **ARTICLE XXV** **Health Insurance**

The Fire District shall provide health insurance for all full-time members of the bargaining unit equal to the coverage provided to all other employees of the Town of Lincoln.

Members of the bargaining unit will contribute toward the cost of their health insurance premium by payroll deduction as follows:

- 1) Prior to November 1, 2013 – 10%
- 2) November 1, 2013 – 11%
- 3) November 1, 2014 – 12%

In addition, bargaining unit members will be responsible for a co-payment according to the following schedule: Primary Care Office visit: \$10.00; Specialist Office visit: \$15.00; Urgent Care visit: \$25.00; Emergency Room: \$50.00; Prescriptions: \$5.00/\$10.00/\$15.00

Bargaining unit members who have equivalent health insurance available from a source other than the Lime Rock Fire District are not eligible for dual coverage. Such members may decline the alternate coverage and may elect coverage by the Fire District or, in the alternative, may waive such coverage and receive a waiver payment in the amount of \$1,500.00 (individual plan) or \$3,000.00 (family plan). Such waiver payments shall be made in equal installments in the first payroll period of June and December of each year.

## **ARTICLE XXVI** **Dental Insurance**

The Fire District shall provide dental insurance for all full-time members of the bargaining unit equal to the coverage provided to all other employees of the Town of Lincoln.

Members of the bargaining unit will contribute toward the cost of their dental insurance premium by payroll deduction as follows:

- 1) Prior to November 1, 2013 – 10%
- 2) November 1, 2013 – 11%
- 3) November 1, 2014 – 12%

## **ARTICLE XXVII** **Pension Plan (Savings Plan)**

A 457B Deferred Compensation plan will be maintained by the District. All members of the Department will be eligible to contribute and will be fully vested (100%) upon completion of five (5) years of service. The District will match employee contribution up to 8% of the employee's base salary. Upon reaching the point of being vested in the 457B all matching contributions by the District shall belong to the individual.

## **ARTICLE XXVIII** **Seniority**

Seniority for the purpose of this Agreement shall be determined first by rank and then by date of hire. With respect to Fire Officers, seniority will be determined by length of time at said rank.

There shall be separate seniority lists for part-time and full-time firefighters.

A permanent and current seniority list shall be posted and maintained on the bulletin board at both stations.

## **ARTICLE XXIX**

### **Part-Time Firefighters to Full-Time Positions**

The senior "A level" part-time Firefighter will have the right of first refusal to fill new or vacant full-time Firefighter positions which the Fire District elects to fill.

In the event no part-time "A level" Firefighter elects to accept a full-time position, the Department may fill the vacancy or new position from outside the bargaining unit.

## **ARTICLE XXX**

### **Promotions**

- (a.) Examinations will be held in a timely manner when a promotional vacancy occurs.
- (b.) Promotion to the rank of Lieutenant and Captain shall be made from the top seeded position on an appropriate promotional list established by appropriate exam administered by the Fire Department prior to said promotion.
- (c.) No member will be eligible for advancement until after completion of three (3) years in current rank.
- (d.) Members will be allowed to take promotional exams if the term of service requirement will be met at time of the promotion
- (e.) Examinations will consist of the following:
  - 1. Written exam – 75%
  - 2. Oral interview by a 3-person panel, two of whom shall be appointed by the Chief of the Department and one by Local 618– 20%
  - 3. Discretion of the Chief of the Department – 5%
- (f.) Part-time/call Firefighters will not be eligible for promotion to officers rank.
- (g.) Promoted employees may be returned to their prior position within twelve (12) months of their promotion without loss of seniority in the sole discretion of the Fire District.
- (h.) Any employee promoted to a higher rank may, within one (1) year from the date of promotion, voluntarily return to his former rank without loss of seniority.

**ARTICLE XXXI**  
**Layoffs/Recalls**

In the event layoffs become necessary, part-time Firefighters shall be the first to be laid off.

Layoffs of all Firefighters shall be by reverse seniority.

The junior Firefighter in each rank shall be the first to be laid off.

A Firefighter laid off from a higher rank shall be entitled to displace/bump a junior Firefighter in the next lower rank and shall be entitled to accumulated seniority in the lower rank for the purpose of determining layoffs in the lower rank.

Laid off employees shall be placed on a Recall List. Separate Recall Lists shall be maintained for full-time and part-time Firefighters.

Laid off employees shall be recalled in order of seniority.

Full-time Firefighters shall be recalled first.

**ARTICLE XXXII**  
**Discipline and Discharge**

The Fire District shall not suspend, demote or discharge an employee without just cause.

**ARTICLE XXXIII**  
**Grievance Procedure**

For purposes of this Agreement, the term "grievance" means any difference or dispute between the Union and the Fire District or between the Fire District and any bargaining unit employee with respect to the interpretation, application or violation of any of the provisions of this Agreement.

There shall be a grievance procedure as follows:

Step 1.

A grievance shall be presented to the immediate supervisor/officer by the aggrieved employee and/or by the Union within ten (10) working days of the employee's and/or Union's knowledge of the occurrence of such grievance.

Step 2.

If the grievance is not resolved in Step 1 above, it shall be reduced to writing and submitted to the Chief of the Department by the aggrieved employee and/or by the Union within fourteen (14) working days of the Step 1 response.

Step 3.

In the event the grievance is not settled in a manner satisfactory to the aggrieved member and/or Union, then such grievance may be submitted in writing to arbitration as provided herein, within thirty (30) days from the transmittal of the Step 2 decision.

Local 618 officials, bargaining unit witnesses and grievants will receive their regular rate of pay for the time spent during their regularly scheduled work hours processing grievances.

**ARTICLE XXXIV**  
**Arbitration**

If a grievance is not settled during the grievance procedure as set forth above it shall, at the request of the Union, be submitted to arbitration. Within five (5) days of receipt by the Chief of the Union's arbitration demand, each party shall select and name one arbitrator and shall immediately notify each other in writing of the name and address of the person selected. The two arbitrators so selected and named shall, within ten (10) days from and after the expiration of the five-day period mentioned in this article, agree upon and select and name a third arbitrator. If, on the expiration of the period allowed, the arbitrators are unable to agree upon the selection of the third arbitrator, the third arbitrator shall be selected in the following manner: For each pending arbitration in which the partial arbitrators have been unable to agree upon a neutral arbitrator, the parties shall prepare a list of five (5) arbitrators within ten (10) days of the appointment of the partial arbitrators. The combined list, arranged in alphabetical order, shall be used in the following manner to select a neutral arbitrator. Representatives of each party shall meet and, in turn, strike the name of one of the listed arbitrators until such time as only one name remains. The last remaining arbitrator on the list shall be the neutral arbitrator for that particular grievance. In the initial selection process, the Fire District shall strike first name. Thereafter, the parties shall alternate the first strike.

The decision of the arbitrator shall be final and binding on both parties. The costs of the arbitrator shall be split equally by the parties.

### **ARTICLE XXXV** **Interest Arbitration**

Interest arbitration proceedings shall be conducted in accordance with the provision of the Firefighters Arbitration Act, R.I.G.L. § 28-9.1

### **ARTICLE XXXVI** **Severability**

In the event that any article, section or portion of this Agreement or any arbitrator's decision rendered under the terms of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific arbitrator's decision, article, section or portion specified in such tribunal decision or so in conflict or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. In such event, either party shall have the right immediately to re-open negotiations solely with respect to a substitute for such article, section or portion.

### **ARTICLE XXXVII** **Termination of Agreement**

This Agreement shall be in full force and effect for a period of three (3) years commencing with the ratification of its terms by both parties.

This Agreement shall be automatically renewed from year to year thereafter unless notice to modify is given in accordance with the provisions of Title 28, Chapter 9.1 of the General Laws of Rhode Island. Said notice by Local 618 shall be served in writing at least one hundred twenty (120) days prior to the Fire District Annual Meeting. Upon receipt of said notice, negotiations shall be conducted in accordance with the provisions of Title 28, Chapter 9.1, R.I.G.L. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement to the other party. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the designated termination date.

In witness whereof, the parties hereto have set their hands this 29 day of September, 2012.

LIME ROCK FIRE DISTRICT

LIME ROCK FIREFIGHTERS LOCAL 618

[Signature]

[Signature]

SEPTEMBER 29, 2012

September 29 2012

DATE

DATE

Letter of Agreement – Details

By agreement of the parties the Chief, Assistant Chief and Deputy Chief(s) of the Department shall be included on the detail list established under the terms of the Collective Bargaining Agreement.

LIME ROCK FIRE DISTRICT

LIME ROCK FIREFIGHTERS LOCAL 618

[Signature]

[Signature]

DATED: September 29, 2012




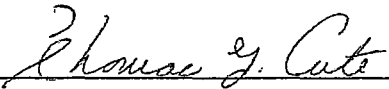
Letter of Agreement – Fire Marshall

The duties of the Fire Marshall shall be considered bargaining unit work as long as those duties are performed by a member of the bargaining unit. Upon the retirement of Stephen Tucker, if the District elects to have those duties performed by a non-member of the bargaining unit, it shall be obligated to hire an additional bargaining unit Firefighter. The current Fire Marshall, Stephen Tucker shall retain his current rate of pay and any additional contractual increases during the period in which he performs the duties of Fire Marshall.

LIME ROCK FIRE DISTRICT

LIME ROCK FIREFIGHTERS LOCAL 618

  
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DATED: September 29 2012