

2011
AGREEMENT
BY AND BETWEEN
THE
LONSDALE FIRE DISTRICT
AND
THE FIREFIGHTERS
OF
LOCAL 3023
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS. AFL-CIO
JANUARY 1, 2012 TO DECEMBER 31, 2014

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AGREEMENT

Pursuant to the provisions of Chapter 28-9.1 of the General Laws of the State of Rhode Island, as amended, this AGREEMENT is made and entered into as of January 1, 2004 by and between the Lonsdale Fire District, Lincoln, Rhode Island (hereafter referred to as the "DISTRICT") and Local 3023, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO (hereafter referred to as the "UNION") acting for and on behalf of the Permanent Fulltime Firefighters of the Lonsdale Fire District, Lincoln, RI.

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 District and the Union; and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the District and the Union.
- B. There shall be no discrimination by the parties to this Agreement against any firefighter of the District by reason of race, age, physical handicap, marital status, color, creed, sex, sexual orientation, national origin, membership or non-membership in the Union, or any other form of discrimination prohibited by law.
- C. All reference of firefighters in this Agreement designates both sexes and wherever the male gender is used, it shall be construed to include male and female firefighters.
- D. No firefighter 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 District hereby recognizes and acknowledges that the Union is the sole and exclusive collective bargaining representative of the permanent fulltime firefighters of the District, with the exception of the Chief of the Fire Department, for the purpose of collective bargaining as provided pursuant to the Rhode Island State Labor Relations Act, as amended.

Section 1. The District agrees not to enter into any individual contracts with firefighters 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 authorized representatives of the parties. Failure of the District or the Union to insist, in any one or more instances, upon performance of the terms and conditions of this agreement, shall not be considered as a waiver or relinquishment of the rights of the District or the Union of future performance, shall continue in force and effect.

ARTICLE III UNION SECURITY

Section 1. If the District should hire any probationary firefighters, they 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 firefighter shall be entitled to utilize benefits covered under this agreement. Upon completion of one (1) year of service the firefighter shall enjoy full seniority status.

Firefighters 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 District 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.

ARTICLE IV
PAYROLL DEDUCTION OF UNION DUES

- Section 1. The District agrees to deduct from wages of each firefighter who authorizes the District to do so in writing, such initiation fees and weekly dues as the Union shall designate. Such deductions shall be remitted monthly to the Treasurer of Local 3023, at P.O. Box 252, Lincoln, RI 02865
- Section 2. Check Off. Upon receipt of a signed authorization from a firefighter, the regular weekly dues of the Union shall be deducted from such firefighter's pay. The Treasurer of the Union shall notify the District treasurer by certified mail of the amount of union dues to be deducted.
- Section 3. Indemnification. The Union shall indemnify the District and any of the wardens, agents, representatives and employees, and hold them 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 District or any of the wardens, agents, representatives and employees for the purpose of complying with the provisions of this Article.
- Section 4. The Union agrees that it shall notify the District at least thirty (30) calendar days in advance of any change in the amount of Union dues to be deducted.
- Section 5. 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.

ARTICLE V

MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the District 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 District, 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 firefighters, including without limitation the right to sub-contract or privatize;
- (c) To determine the methods, means, number of personnel needed to carry out the department's mission;
- (d) To direct the firefighters and officers including without limitation, the right to schedule shifts, transfer firefighters and officers, or to assign work or overtime;
- (e) To hire and assign employees;
- (f) To promote, suspend, discipline or discharge for just cause;
- (g) To lay-off or relieve firefighters 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 operations of the District in situations of civil emergency.

ARTICLE VI

GENERAL DUTIES

- A. Firefighters of the District are to provide fire protection, inspections, suppression and emergency medical assistance to the citizens of the District. In addition the District will provide assistance to other districts in the town and other areas as established through mutual aid agreements.
- B. General professional responsibilities of the firefighters will be taking appropriate action to:
 - 1) Maintain their Level I and II Firefighter Certification 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 Fire District through the Board of Fire Wardens.
- 6) Maintain Emergency Medical Technician License status.

C. It shall be the responsibility of the employee to obtain and maintain all licenses and certifications as listed in article VI. Maintenance in good standing of all licenses and certifications set forth in this Article shall be condition of continued employment. Failure to maintain any required license or certification shall result in prompt discharge from the District.

D. Training Officer: Additional \$500.00 per year as stipend. This will not be included in the pension plan. At no time shall there be overtime accrued by training officer unless directed by the Chief.

ARTICLE VII
SENIORITY AND VACANCIES

- Section 1. Definition Seniority shall be defined as the total length of full-time employment with the District.
- Section 2. Cumulation Seniority shall accumulate during authorized absence because of illness, injury, vacation or other authorized leave.
- Section 3. Seniority shall be broken when a firefighter 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 a firefighter as of the first day of full time employment as a member of the District.

ARTICLE VIII
REDUCTIONS IN WORK FORCE

The District in its sole discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. Although not limited to the following, layoff shall ordinarily be for lack of work and or lack of funds. The District shall have authority, in its sole discretion, to layoff any member of the bargaining unit as it deems fit and without regard to seniority.

- A) Probationary employee; and
- B) In the event of further reductions in force, firefighters 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 firefighters have equal experience, skill, ability and qualifications to do the work without further training,
- C) The firefighter(s) with the least seniority will be laid off first.

Firefighters who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, firefighters 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.

Firefighters who are eligible for recall shall be given twenty-one (21) calendar days notice of recall and notice of recall shall be sent to the firefighter by certified or registered mail with a copy to the Union, provided that the firefighter must notify the Board of Fire Wardens of his intention to return within three (3) days after receiving notice of recall. The District 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 firefighter, it being the obligation and responsibility of the firefighter to provide the Board of Fire Wardens with his latest mailing address.

ARTICLE IX

SICK LEAVE

- Section 1. All members of the bargaining unit, employed continuously by the District 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 regular 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 accrued at the rate of one and one half (1 ½) working days per month.

Section 3. A doctor's certificate or other medical proof satisfactory to establish reason for sick leave, per section 1. may at the option of the District, 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 District.

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

Section 5. A doctor's certificate or other medical proof satisfactory to the District may, at the option and expense of the District, be required of a firefighter returning from two (2) consecutive days of sick leave as proof of such firefighter's fitness for work.

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

Section 7. Sick leave may be accumulated up to ninety (90) days for full time firefighters covered by this Agreement.

Section 8. Sick leave may be discharged for attendance upon members whose family, or co inhabitant 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 be granted, per employee, in any one (1) fiscal year. This leave shall be deducted from the employee's accrued sick leave.

ARTICLE X BEREAVEMENT LEAVE

All members of the bargaining unit shall be entitled to four (4) days bereavement leave without loss of pay for the death of a member of the firefighter's immediate family. Immediate family is defined to include and to be specifically limited to wife, husband, daughter, son, father, mother, father-in-law, mother-in-law, sister-in-law, brother-in-law, or any other person who is living within the same household. The four (4) day bereavement leave shall be used consecutively.

ARTICLE XI

UNIFORMS

- A) Firefighters are required to wear uniforms provided by the Fire District while on duty. The firefighter shall be required to keep the uniforms neat and clean and their appearance well groomed while in uniform, as required by Rules and Regulations of the District.
- B) The NFPA 1500 approved uniforms and equipment provided for all full-time members of the District are listed below and are to be worn only while the firefighter is on duty and may be worn in an official capacity:

4 Winter Shirts	4 Summer Shirts
4 Trousers	1 Uniform Jacket
1 Badge	1 Belt
1 Pair duty shoes	1 Pair winter boots
All necessary patches	

Also; Fire retardant gear including:

1 Turn out Coat	1 Pair of gloves
1 Fire Helmet	1 Pair night hitches
1 Fire boots	1 Nomex Fire Hood

** Upon completion of the one (1) year probationary period, full time firefighters shall be given a 1 Dress uniform coat, 1 Dress uniform trouser and 1 Dress uniform hat.

- C) Any changes or additions to the above authorized list shall be paid by the District and shall be provided pursuant to applicable state or federal laws.
- D) Each member shall be credited \$550.00 for 2009, 2010, 2011 to his account for uniform allowance on a yearly basis. In the event there is an unused portion of the clothing allowance that portion will be carried over to the next fiscal year and add to the new appropriation.

ARTICLE XI

UNIFORMS

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

4 Winter Shirts	4 Summer Shirts
4 Trousers	1 Uniform Jacket
1 Badge	1 Belt
1 Pair duty shoes	1 Pair winter boots
All necessary patches	

Also; Fire retardant gear including:

1 Turn out Coat	1 Pair of gloves
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- D) Each member shall be credited \$550.00 for 2009, 2010, 2011 to his account for uniform allowance on a yearly basis. In the event there is an unused portion of the clothing allowance that portion will be carried over to the next fiscal year and add to the new appropriation.

ARTICLE XII
INSURANCE

- A) The District agrees to provide health insurance for all employees covered by this Agreement under the conditions and level of benefits which follow:
- a. All employees shall be entitled to individual or family coverage. All employees will co-share for said health insurance as follows: Effective January 1, 2009 ninety-two percent (92%) by the District and eight percent (8%) by the employees. These co-share amounts shall be pre-taxed and deducted from the members weekly pay check.
 - b. The District shall provide a healthcare benefit level, healthcare service level, and healthcare network no less than the benefit summary described in Exhibit A of this Collective Bargaining Agreement. The parties recognize and agree that any reference contained within Exhibit A that names a specific healthcare provider shall not be binding upon the parties in accordance with Rhode Island General Law 28-7-49. The parties do agree that the benefits described within Exhibit A shall be binding upon the parties.
- B) The District agrees to provide dental coverage, individual or family coverage as needed also including a student rider to age twenty-six (26) for dependants.

The District shall provide a dental care benefit level, dental care service level, and dental care network no less than the benefit summary described in Exhibit B of this Collective Bargaining Agreement. The parties recognize and agree that any reference contained within Exhibit B that names a specific healthcare provider shall not be binding upon the parties in accordance with Rhode Island General Law 28-7-49. The parties do agree that the benefits described within Exhibit B shall be binding upon the parties.

- C) The District shall provide to all members a prescription drug plan, individual or family coverage as needed. The prescription drug plan shall consist of members paying a co-pay for said prescription as follows; five (\$5.00) dollars for generic brand prescriptions, fifteen (\$15.00) dollars for name brand prescriptions, and thirty (\$30.00) dollars for preferred brand prescriptions.

The District shall provide a prescription drug plan with a benefit level, benefit service level, and benefit network no less than the benefit summary described in Exhibit A of this Collective Bargaining Agreement. The parties recognize and agree that any reference contained within Exhibit A that names a specific healthcare provider shall not be binding upon the parties in accordance with Rhode Island General Law 28-7-49. The parties do agree that the benefits described within Exhibit A shall be binding upon the parties.

D)Effective 2009, the District agrees to provide active firefighters with \$30,000 of Life Insurance. The Fire District will reimburse Local 3023, for the cost of providing this life insurance not to exceed Thirty Thousand Dollars (\$30,000) per member, at a cost of \$0.36 cents per month per thousand dollars of coverage, payable once yearly, when due. The Union shall provide the District with a copy of the certificate of coverage.

E) For the years 2013 and 2014 only, the Union and the District will meet to discuss health care co-share and come to an agreement prior to 12/31/2012. The District must show that there is an increased cost of Health Insurance premiums to discuss this item.

ARTICLE XIII
PAID HOLIDAYS

Each firefighter who works a rotating shift shall be compensated and additional (1) days pay at straight time, for each of the following holidays whether the holiday is worked or not.

New Years Day	Victory Day
Martin Luther Kings Birthday	Labor Day
Presidents Day	Columbus Day
Memorial Day	Veteran's Day
Independence Day (July 4 th)	Thanksgiving Day
Victory Day	Christmas Day

ARTICLE XIV
COURT DUTY

Firefighters who are required to appear in court or hearings, by appropriate authority, to represent the District in civil or criminal matters, at a time when they would normally be off duty, shall be compensated at one and one-half (1 1/2) their regular rate of actual time spent at said hearings.

ARTICLE XV
MILITARY LEAVE

Military leave shall be granted in accordance with all applicable laws.

ARTICLE XVI
JURY LEAVE

Every firefighter 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 XVII
LEAVES OF ABSENCE

A firefighter requesting a leave of absence shall make application to the Board of Fire wardens on a form provided by the District.

Firefighters at the sole discretion of the District, may be granted leaves of absence for good cause upon written application to the District. All leaves of absence without pay are to be requested from the District 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 District within thirty (30) days.

ARTICLE XVIII
RULES AND REGULATIONS

All members of the District covered by this Agreement shall receive a copy of the rules and regulations of the District. Each new firefighter 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 Fire Department to the Board of Fire Wardens.

ARTICLE XIX
GRIEVANCE AND ARBITRATION

Section 1. Grievance It is mutually understood and agreed that all grievances of employees of the District 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 District involving the meaning, interpretation or application of the excess provisions of this Agreement.

Section 2. A President or Vice President of the Union shall be granted 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 District with ten (10) business days after the employee concerned has become aware of 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 limit 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 District's last answer. If the District does not answer a 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 District and the Union representative involved in each step. The term "business day" 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 grievance with the President or Vice President of the Union, who shall present such grievances to the Fire Chief.

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 Board of Fire wardens.

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.

Step 4. ARBITRATION

If the grievance is still unresolved either party may, within seven (7) business days after the reply of the District is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an Arbitrator to be selected by the District and the Union within seven (7) business days after the 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 District and the Union that any and all settlement of grievances or grievance arbitration awards shall be final and binding upon the parties.

ARTICLE XX
CHANGES OR AMENDMENTS

This Agreement contains the complete and entire 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 mutual consent in writing of the duly authorized parties hereto.

ARTICLE XXI
VACATIONS

Firefighters on rotating shift schedule will be entitled to the following vacation schedule:

- Section 1. Any firefighter who has completed one year or more of full time fire department employment shall receive eight (8) days of vacation with pay.
- Section 2. Any firefighter who has completed seven (7) or more years of fire department employment shall receive twelve (12) days of vacation with pay.
- Section 3. Any firefighter who has completed fifteen (15) or more years of fire department employment shall receive sixteen (16) days of vacation with pay.
- Section 4. Any firefighter who has completed twenty (20) or more years of fire department employment shall receive twenty (20) days of vacation with pay.
- Section 5. Vacation time shall be scheduled and shall not be unreasonably withheld when consistent with continued efficient operation of the department.
- Section 6. Request for a vacation day/night shall be made at least twenty-four (24) hours in advance and shall not be unreasonable 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 to the Chief.

ARTICLE XXII
SALARIES

	<u>2012</u>	<u>2013*</u>	<u>2014*</u>
Deputy Chief	51,420.11	51,420.11	51,420.11
Captain	47,966.21	47,966.21	47,966.21
Lieutenant	44,963.51	44,963.51	44,963.51
Private	41,563.52	41,563.52	41,563.52
1 to 2 Years	40,110.13	40,110.13	40,110.13
0 to 1 Years	38,707.24	38,707.24	38,707.24

*** For the years 2013 and 2014, the Union and the District will meet to discuss and come to an agreement on salary raises prior to 12/31/2012.**

ARTICLE XXIII
HOURS OF WORK

- A) The regular work schedule for the Lonsdale Fire District full time 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 fourteen (14) hours each, followed by four (4) days ninety six (96) hours off.
- B) If a manpower shortage should occur during the course of this Agreement within the fulltime and or call personnel, the chief may after proof of due diligence on the part of the District and whereupon a pattern of the aforementioned shortage developing over a period of one (1) month, alter the working hours of the full time personnel.
- C) Probationary employees may at the option of the Chief work a schedule that is conducive to better operation of and for the District. This schedule will consist of a forty-two (42) hour work week.

ARTICLE XXIV
PENSION PLAN

The District shall provide benefits in accordance with the existing pension plan (John Hancock).

Section 1. For the purpose of providing benefits for firefighters of the District, under the provisions of the Town of Lincoln Retirement Plan, the firefighter agrees to contribute six percent (6%) of his gross annual salary, excluding overtime to the Town of Lincoln Retirement Plan. This contribution is to be deducted by means of payroll deduction by the District. The district agrees to contribute the remainder of the cost necessary to provide a retirement benefits of two and one half percent (2 ½%) of the firefighters base pay including holiday pay when multiplied by the firefighters years of service after he is included in the plan. The normal retirement period will be the first day of the month after the firefighter completes twenty (20) years of service or reaches his sixtieth (60th) birthday, which ever comes first, and provided the firefighter has completed ten (10) years of service to the District. The complete details of the John Hancock Life Insurance Company and the Town of Lincoln, Rhode Island Plan, dated September 1, 1970, will remain in the Town Hall for examination. The pension will be based on the firefighters best three (3) years of salary.

Section 2. All firefighters of the District who elect to remain after twenty (20) years of service will receive an additional two percent (2%) increase in retirement benefits up to and including his twentieth (25) year.

ARTICLE XXV
INJURIES RECEIVED OR SICKNESSES CONTRACTED
IN THE PERFORMANCE OF DUTIES

Section 1.

Any injury received or sickness contracted in the performance of duty shall be reported to the Chief immediately on a form furnished by the District. The provisions of R.I.G.L. 45-19-1 are incorporated by reference herein. Without limiting the generality of the foregoing, the District is and Union acknowledge and agree that whenever any fulltime Firefighter employee of the District is wholly or partially incapacitated by reason of injuries received or sickness contracted in the performance of their duties, the District shall, during the period of incapacity, pay such firefighter the salary or wage and benefits to which the said firefighter would be entitled had he not be. entitled had he 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 extent the District provides such firefighter with health insurance coverage for the related treatment, services, or equipment, then the District 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 District 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 2.

Commencing January 1, 2004 any fulltime firefighter employee of the Lonsdale Fire District 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 District, 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 Firefighters R.I.G.L. 45-21.2-1, et seq. and relevant administrative rules and regulations. The thirty (30) calendar day period in which a firefighter is expected to return to duty or apply for a disability retirement may be extended in the sole discretion of the Board of Fire Wardens, if competent medical evidence confirms, to a reasonable degree of medical certainty, that the disabled firefighter will be capable to return to full and unrestricted duty within a reasonable period after the expiration of the twelve (12) month period.

Section 3. In the event a firefighter is placed on disability retirement under the provisions of the Article, the District agrees to provide the firefighter with healthcare and dental coverage in accordance with Article XII of the agreement until the employees normal retirement date. At the time of the employees normal retirement date the District may reduce the level of coverage provided to a single plan, as long as said firefighter is allowed to purchase such additional coverage desired, through the District, at the District's rates.

ARTICLE XXVI DURATION OF AGREEMENT

The provisions of this agreement shall commence on January 1, 2012 through December 31st, 2014 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.

ARTICLE XXVII OVERTIME, CALLBACKS, SUBSTITUTIONS

OVERTIME

Section 1. The District shall compensate employees for extra hours worked in excess of the normal work day. Such pay shall conform to the FLSA and may consist of time and one half (1 ½) wages or compensatory time, at the rate of time and one half (1 ½), at the employees election.

Section 2. Both parties mutually understand that the employees covered by this agreement are salaried employees.

Section 3. A) Employees covered by this Agreement will be allowed to sign up for voluntary extra shifts as a callman and will receive additional compensation at a rate that is equal to any callman which would have worked those same hours.

B) Employees may voluntarily respond to an alarm and will be compensated at the same rate which other callman would receive from responding to the same alarm.

Section 4. **VACANCIES** All vacancies will be determined by the Chief. Career personnel will have the first right of refusal for all vacancies created by illness and or vacation time of another career person. The person covering this shift has the choice of financial or compensatory time. Any mandatory overtime will be compensated financially.

CALLBACKS

A) The Chief may require employees to work overtime, and call back off-duty employees to duty at such times as he deems necessary to maintain the operational effectiveness of the District. Employees ordered back to duty shall be compensated at the rate of time and one half (1 ½), or time and one half (1 ½) compensatory time, at their election.

B) Members returning for mandatory emergency calls and training sessions or details, off-duty shall be compensated in accordance with Article XXVII, Section 1 of this Agreement.

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 District.

ARTICLE XXVIII
COMPENSATORY TIME

Employees shall be granted compensatory time, as determined and directed by the Chief, for hours worked in excess of normally scheduled work hours. The Chief shall allow employees to use compensatory time within reasonable length of time after it is earned, provided that the effective operation of the District is not impaired. Compensatory time may be accrued to a maximum of ten (10) hours per quarter. First quarter to end March 31st, second quarter to end June 30th, third quarter to end September 30th, and fourth quarter to end December 31st. The District will pay compensatory time earned and not used in the last pay period of the quarter.

ARTICLE XXIX
PERSONAL DAYS

Each member shall be allowed to take three (3) days as personal days per fiscal year, deducted from that member's accumulated sick leave. Personal days are not cumulative.

AGREEMENT SIGNATURE

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

LONSDALE FIRE DISTRICT

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS LOCAL 3023
IAFF, AFL-CIO

Chairman Board of Fire Wardens

President, Local 3023

WITNESS: _____

WITNESS: _____

DATE: _____

DATE: _____

Section 1. The regular work schedule for full-time members of the Lonsdale Fire Department shall be an average workweek of (42) forty-two hours. This (8) eight day schedule consists of four (4) platoons, each working one (24) twenty-four hour shift, followed by one (24) twenty-four hour shift off, followed by a second (24) twenty-four hour shift followed by (5) five days (120) one hundred twenty consecutive hours off. The shift shall begin and end at 0700hrs.

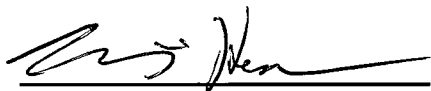
The schedule of the E-platoon workweek shall be an average workweek of (42) forty-two hours and consist of (4) four (10-1/2) hour day shifts between Monday and Friday. The shift shall begin at 0700 hours and end at 1730 hours. The member assigned to E platoon shall be allowed to choose the four days to be worked. The member assigned to E platoon shall be allowed to request a change of the days worked provided that proper notice has been given and not less than (30) days prior to change taking place.

Agreement Signature

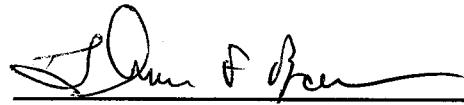
IN WITNESS WHEREOF, the parties herto have executed this agreement on the day and year first written below

Lonsdale Fire District

**International Association
Of Firefighters Local 3023
IAFF, AFL-CIO**



Chairman Board Of Fire Wardens



Vice President Local 3023 Lonsdale

Witness



Date

1/8/2014

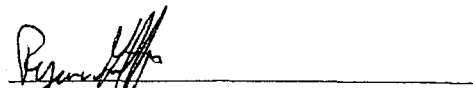
AGREEMENT SIGNATURE

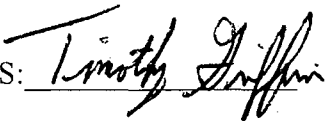
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

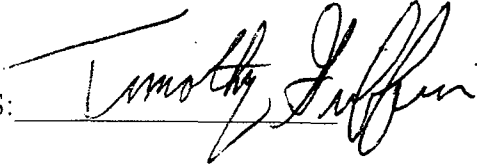
LONSDALE FIRE DISTRICT

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS LOCAL 3023
IAFF, AFL-CIO


Chairman Board of Fire Wardens


President, Local 3023

WITNESS: 

WITNESS: 

DATE: 4-30-12

DATE: 4/23/12