

AGREEMENT

Between The

TOWN OF ROCKLAND

And The

ROCKLAND

PERMANENT FIREFIGHTERS

IAFF LOCAL 1602

July 1st, 2015 - June 30th, 2018

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PREAMBLE

WHEREAS, the Great and General Court of Massachusetts, in its wisdom, saw fit to enact a law in which it granted Firefighters of the Town of Rockland a statutory right to bargain collectively with the Town of Rockland, it is the intention of this Agreement to maintain a harmonious relationship between them recognizing the legitimate rights and needs of the employees of the Fire Department, as well as the obligation of the Town of Rockland to protect the safety of the public.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, the parties agree as follows:

Article 1 - STABILITY OF AGREEMENT

- 1.0 Except where permitted by Chapter 150E of the General Laws of the Commonwealth of Massachusetts, if any of the provisions of this Agreement shall in any manner conflict with any Federal law or statute, or statutes of the Commonwealth of Massachusetts, such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this Agreement shall remain in full force and effect.
- 1.1 The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Either party, however, may, at any time, make demands and propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments. Additions to this Agreement shall be evidenced by written amendments, which shall be signed by representatives of the parties duly authorized by the Town and the Local.

- 1.2 The failure of the Town or the Local to insist in any one or more incidents, upon performance of any terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Local to future performance or any such terms or conditions, and the obligations of the Local or the Town to such future performance shall continue in full force and effect.
- 1.3 The Firefighters covered by this Agreement shall retain their Civil Service rights now in effect and regulated by Chapter 31 of the General Laws of the Commonwealth of Massachusetts.

Article 2 - RECOGNITION

- 2.0 The Town recognizes Local 1602 International Association of Firefighters A.F.L. – C.I.O. as the sole and exclusive collective bargaining agent with respect to pay, hours of employment, standards of productivity and performance and working conditions for all uniformed full time Firefighters; excluding the Chief of the Department, Deputy Fire Chief, Call Firefighters and all other employees of the Town.

Article 3 - MANAGEMENT RIGHTS

- 3.0 Except as expressly limited by a specific provision of this Agreement, the Local recognizes and agrees that the employer shall continue to have the exclusive right to take any action it deems appropriate in the management of the Fire Department and the direction of the workforce. All inherent management functions and prerogatives which the employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the employer. Without limiting the generalities of the foregoing, the employer shall have the right of making work assignments, declaring an emergency situation to exist, disciplining for just cause, and the right to make and enforce reasonable rules for the safe, efficient and orderly operation of the Fire Department. Provided, however, in the exercise of their rights, the employer's actions shall not violate or conflict with any provision of this Agreement. Nothing contained in this Agreement shall limit the Town's right to determine the content or extent of the work force, the assignment of the work tasks or the right of the Town to add or curtail the number of Firefighter Personnel.

Article 4 - UNION AND EMPLOYMENT SECURITY

- 4.0 The Town agrees not to discharge or discriminate in any way against Firefighters covered by this Agreement on account of Union membership or lawful Union activity. The union agrees not to unlawfully intimidate or coerce any employee into membership into the Union, nor discriminate in any way against non-union members of the Rockland Fire Department.

- 4.1 The Town agrees to deduct Union dues in accordance with the provisions of Massachusetts General Law, Chapter 180, Section 17A. Such deduction of Union dues shall duly be made upon receipt, by the Town, of proper signed authorization forms requesting such deductions. The Town shall remit the aggregate monthly amount to the Treasurer of the Union along with a listing of the Firefighters who have said dues deducted.
- 4.2 Each Firefighter within the bargaining unit who elects not join or maintain membership in the Union shall be required to pay, as a condition of employment, a service fee to the Union in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but shall not be more than the of periodic dues paid by the Firefighters who are members of the Union. This Article shall not become operative as to Firefighters in the bargaining unit until thirty (30) days after hire in the case of new hires, or thirty (30) days after this Agreement has been formally executed in the case of all other bargaining unit Firefighters.
- The Union agrees that in the event an employee is improperly terminated pursuant to this provision it shall save the Town harmless from any costs or expenses incurred as a result of the termination.
- 4.3 All Firefighters who are Officers of Local 1602 or who are appointed by Local 1602 as members of said Local's Collective Bargaining Committee and Grievance Committee, shall be allowed time off for official Union business, negotiations, grievances, or conferences with the Town Administration and/or Chief of the Department, without loss of pay or benefits and without the requirement to make up said loss of time, subject to the approval of the Fire Chief, who shall not unreasonably deny such requests.. The Fire Chief shall be notified as soon as possible in advance of the request for time off with an explanation by the Firefighter as to the necessity for said time off.
- 4.4 Firefighters who are officially delegates and are in attendance as such at Professional Firefighters' A.F.L. - C.I.O. conventions held within or without the Commonwealth shall be excused from duty for not more than four (4) shift tours in any one year without loss of pay subject to the approval of the Fire Chief, who shall not unreasonably deny such requests..
- 4.5 One Firefighter (either President, Vice-President, Secretary or Treasurer) may be allowed time off, without loss of pay, to attend a monthly professional Firefighters meeting. Such time off shall be subject to the approval of the Chief of the Department.
- 4.6 The employer agrees that it will not enter into any individual agreement with any individual employee covered by this Agreement which is in conflict with the provisions of this Agreement.
- 4.7 All promotions within the Department, through the rank of Deputy, shall be made in accordance with the Rules and Regulations as established by Civil Service, Chapter 31 of the General Laws of the Commonwealth of Massachusetts.

- 4.8 Firefighters, through the rank of Deputy, who are ordered and serve temporarily in a higher rank for a full ten hour day or fourteen hour night tour of duty shall be compensated at the same rate established for the higher rank, including night differential premium, while so employed, and if the member works in excess of his regular hours he shall be entitled to the overtime pay applicable to the higher rank.
- 4.9 Except in an emergency, Firefighters shall be given two (2) weeks notice in the event of a permanent shift change. Temporary changes in shifts of Firefighters, necessitated by the needs of the Department, shall require reasonable notice as soon as possible to the affected Firefighter.
- 4.10 Firefighters shall be permitted to exchange time including Military Reserve drills, FEMA/National US & R Team drills with the approval of the Chief of the Department, which approval shall not be reasonably denied. No overtime pay shall be paid to any Firefighter for such exchanged time, nor shall time worked be considered time worked for the purpose of computing overtime hours.
- 4.11 All other job benefits, presently enjoyed, which pertain to wages, hours of work, working conditions and standards of productivity, will remain in effect during the term of this Agreement, unless specifically modified herein, or changed in accordance with the provision of Article 1, Section 1.1.
- 4.12 No material relating to a Firefighter's conduct, service, character or personality shall be placed in his personal file unless the Firefighter has had the opportunity to read the material and acknowledge in writing that he has read it. The Firefighter shall have the right to answer any material in his file and acknowledge in writing that he has read it. The Firefighter shall have the right, upon request, at a reasonable time, to examine his personal file and within reason to have a copy of any material therein. A Firefighter may have information removed from his file, by the use of the grievance procedure, on the grounds that the information in his file is improper and incorrect or irrelevant to the employment relationship. The Town shall not reveal information in the Firefighters' files to anyone outside the management of the Town except:
- a) matters of public record;
 - b) records subpoenaed by the law;
 - c) those items consented to by the firefighter
- 4.13 The duties of the members of the Fire Department shall consist of prevention, control and extinguishment of fires, and such other duties related thereto as provided by the Rules and Regulations of the Fire Department.
- 4.14 Firefighters may be given time off with pay for other duties and activities, including, but not limited to, the Joint Labor Management Committee, the Plymouth County Retirement Board, and the Professional Firefighters of Massachusetts (PFFM), with the approval of the Fire Chief. Requests for time off shall be submitted, at least seven (7) days in

advance, and shall be reviewed on a case by case basis by the Fire Chief. The foregoing shall not apply to requests for time off pursuant to Articles 4.3, 4.4 or 4.5. Approval of any given request or series of requests shall not be deemed to establish a past practice under Article 4.11, and the Chief shall retain the sole and unreviewable discretion to deny requests for time off under this Article. If a request for time off under this Article is denied, the Union may request a meeting with the Chief to review the reasons for the denial. This Article shall be subject to a side letter of agreement signed by the parties on April 4, 2011 pertaining to time off for Firefighter John Sciara.

Article 5 - HOURS OF WORK

5.0 The normal tour of day duty shall be for a period of ten (10) hours, from 8:00 AM to 6:00 PM. The normal tour of night duty shall be for a period of fourteen (14) hours, from 6:00 PM to 8:00 AM. The standard weekly work schedule shall be on an average of forty-two (42) hours over an eight (8) week cycle.

The shift schedule shall be: 10 hours on, 14 hours on, 24 hours off, 10 hours on, 14 hours on, 5 days off, for an average of a 42 hour work week over an eight (8) week cycle.

5.1 Hours for the day shift officer (captain or lieutenant) shall be from 8:00 a.m. to 4:20 p.m., Monday through Friday.

Article 6 - FIREFIGHTER TRAINING

6.0 Beginning February 1, 2014, the Town shall include in the annual Fire Department budget an amount sufficient to provide each Firefighter with the opportunity to attend a minimum of twenty-four (24) hours of firefighter training, at an approved Massachusetts Fire Academy. Firefighters that attend training under this article shall be paid at the applicable overtime rate of pay for hours spent at training, which shall not include any time incurred for travel to the approved Academy.

Article 7 - OVERTIME

7.0 Firefighters covered by the terms of this Agreement who are authorized to work in excess of ten (10) hours in any day tour or fourteen (14) hours in any night tour, shall be compensated including night differential when applicable at the rate of one and one-half times their regular hourly rates of pay for all hours worked beyond these regular hours.

7.1 Firefighters authorized to attend so-called "Emergency Medical training" shall be compensated at the rate of one and one-half time their regular hourly rates of pay

including night differential when applicable for such authorized attendance outside of the Firefighter's normal tour of duty.

- 7.2 Firefighters after completing their tours of duty and who are called back and required to return to duty shall be compensated for at least four (4) hours pay at the rate of one and one-half the regular hourly rate of pay, including night differential when applicable.
- 7.3 Off duty Firefighters who are called by the Fire Department by means of the sounding of a signal notifying the full-time Firefighters to respond under the Chief's General Order, shall be paid at the one and one-half rate including night differential when applicable for the number of hours worked.

Said General Order noted being General Order #69, which reads as follows:

Effective immediately, all box alarms received will be taken on a STILL ALARM. If a phone is received stating that there is a building fire and/or you arrive at the scene and find a working fire and need extra help then BOX 33 will be transmitted for that particular location and all personnel will respond directly to that location.

When transmitting alarms over the radio please broadcast them as a STILL ALARM AT THAT TIME. The only exception will be the "Empty Station" and "Mutual Aid" calls.

At the scene the Officer-in-Charge shall have the discretion to call whatever assistance he deems necessary.

- 7.4 In emergencies, or as the needs of the Department require, Firefighters may be scheduled and required to perform work on an overtime pay basis.

Such fill-in time for sickness, injury and vacations, when authorized by the Chief, shall first be offered to all full-time permanent Firefighters in the order of those with the least amount of hours first, and shall be voluntary and, insofar as possible, in accordance with the department Rules and Regulations. Provided, however, that fill-in time as determined by this section shall not be offered to any Firefighter without his approval during that period of time between his last schedule shift and the next schedule shift following the expiration of his vacation time, provided he has given proper notice of vacation time.

Officers and Privates shall be maintained in a common day list and night list in accordance with the provisions of this section. Whenever possible, Officers shall fill in for Officers, Privates for Privates, and in all cases compensation shall be paid at the rate of one and one-half times the regular hourly rate of pay. Provided, however, no more than one Officer shall be called to provide fill-in time in any one shift under the provisions of this section. Once a Firefighter accepts an overtime shift he shall be charged with having worked that shift even if he does not work that shift.

Overtime lists (day, night, detail, etc...) shall be reset each July 1st, by order of seniority, no blocks shall be held over from year to year.

- 7.5 Firefighters who are required by the Town to attend any court or quasi judicial tribunal or where attendance is caused by his performance or arises from his performance of official Firefighters' duties, and whose appearance does not occur during his regular shift, shall be paid minimum of three (3) hours pay at overtime rate, or overtime rate times the actual hours in attendance. The Town agrees to provide transportation to and from the above appearances or pay mileage at the current IRS allowable rate.
- 7.6 Permanent Firefighters shall get first call for any extra details such as carnivals, firework displays, E.M.T. Firefighter detail and fire alarm detail, or such other extra details.
- 7.7 Firefighters held overtime and required to work shall be paid for a full hour's pay at the overtime rate of one and one-half times the regular hourly rate, including night differential premium when applicable, when Firefighters work any part of the hour.
- 7.8 Extra Paid Details: The following provisions shall govern the assignment of extra paid details to Firefighters when the detail is to be paid for by an outside individual, group, corporation or organization.
- A. Assignment to extra paid detail as required or requested shall be made by the Chief or his designee to full-time Firefighters first. Assignments shall be made on a rotating basis, with the Firefighter accepting the detail going to the bottom of the list. A record of all such assignments shall be kept and be open to all full-time Firefighters. The assignment of extra paid details shall not preclude the assignment of some extra paid details to other than full-time employees where it has been the practice to make such assignments, when a full-time Firefighter is not available.
 - B. No such assignment shall be made until the person or organization requesting same has agreed to pay the following rate: All outside private paid details shall be paid at one and one-half (1 ½) the hourly rate of the Firefighters working that detail, with a minimum of four (4) hours.

Any detail worked for the Town shall be paid at the rate of one and one-half (1 ½) the hourly rate of the Firefighters working that detail, with a minimum of four (4) hours.
 - C. Employees shall not be allowed to work details for twenty-four (24) hours after the end of a shift on which the employee was on sick leave.
- 7.9 Employees that utilize sick leave for a twenty-four hours shift shall not be eligible for overtime filling substitute shifts for a period of forty-eight (48) hours after the start of the shift for which the employee called in sick.

- 7.10 An employee that is held over and/or ordered to work a shift following his regularly scheduled shift can elect not to be charged a shift or block for the purpose of the rotating list under Article 7.4.
- 7.11 The Fire Chief shall be permitted to schedule officers' meetings once per month, and officers not scheduled for that day shall be paid overtime for hours actually worked. The four (4) hour minimum in Section 7.2 shall not apply to the monthly officers' meetings. Officers may request that the Fire Chief excuse attendance at a meeting, and the Fire Chief shall not unreasonably deny such request.

Article 8 - VACATION

- 8.0 Vacation leave with pay shall be granted to Firefighters as follows:
- A. Firefighters with six (6) months of continuous service with the Town shall be allowed four (4) day shifts and four (4) night shifts.
 - B. Firefighters with five (5) years of continuous service with the Town, but with less than ten (10) years, shall be allowed six (6) day shifts and six (6) night shifts.
 - C. Firefighters with ten (10) years or more of continuous service with the Town shall be allowed eight (8) day shifts and eight (8) night shifts.
 - D. Firefighters with fifteen (15) or more years of continuous service with the Town shall be allowed ten (10) day shifts and ten (10) night shifts.
 - E. Firefighter with twenty-five (25) years of service shall be granted one (1) additional day shift.
 - F. Firefighters with twenty-six (26) years of service shall be granted one (1) additional night shift.
 - G. Firefighters with twenty-seven (27) years of service shall be granted one (1) additional day shift.
 - H. Firefighters with twenty-eight (28) years of service shall be granted one (1) additional night shift.

Employees hired after March 1, 2014 shall accrue paid vacation based on the following schedule:

- A. Firefighters with six (6) months of continuous service with the Town shall be allowed two (2) day shifts and two (2) night shifts.

- B. Firefighters with twelve (12) months of continuous service with the Town shall be allowed four (4) day shifts and four (4) night shifts.
- C. Firefighters with five (5) years of continuous service with the Town, but with less than ten (10) years, shall be allowed six (6) day shifts and six (6) night shifts.
- D. Firefighters with ten (10) or more years of continuous service with the Town shall be allowed eight (8) day shifts and eight (8) night shifts.

Each Firefighter's vacation may be taken a shift at a time provided it can be done with no additional cost to the Town; subject to the approval of the Chief of the Department.

All vacation accruals, with the exception of additional weeks granted on anniversary, shall accrue on July 1st of each year. This modification shall be effective July 1, 2016.

- 8.1 Firefighters who are on injury leave or duty leave for more than six (6) months shall not continue to accrue sick and vacation time until and unless they return to duty.

Article 9 - HOLIDAYS AND PERSONAL DAYS

- 9.0 Firefighters covered by this agreement shall be granted the following paid holidays each year, if employed or on leave at the time the holiday occurs:

Independence Day	New Year's Day
Labor Day	Martin Luther King's Day
Columbus Day	President's Day
Veterans' Day	Patriots' Day
Thanksgiving	Memorial Day
Christmas	

- 9.1 Firefighters shall receive holiday pay or a compensatory day off in addition to their regular pay. Such holiday pay shall total twelve forty-seconds (12/42's) of the Firefighter's regular weekly pay for forty-two (42) hours worked.
- 9.2 If a holiday falls within a Firefighter's vacation period, said employee shall be entitled to either holiday pay or an additional day of vacation.
- 9.3 Effective July 1st, 2001, personal days off with pay shall be granted on the following basis: a maximum of four (4) personal days off with pay each year:
 - A. Each Firefighter shall be permitted a minimum of two (2) personal days off with pay each year.

- B. Any Firefighter who has used eight (8) days of sick leave or less in the preceding year shall be entitled to one (1) additional day off with pay.
- C. Any Firefighter who has used no (0) sick leave in the preceding year shall be entitled to two (2) additional personal days off with pay.
- D. Any personal days off with pay earned pursuant to sections B and C above are to be taken following the year in which they are earned.
- E. It is agreed that the date of the personal day off with pay shall be at the option of the Firefighters, subject to the approval of the Chief, which approval shall not be unreasonably denied.
- F. Employees shall be permitted to utilize personal time in four (4) hour increments, subject to the approval of the Chief, which approval shall not be unreasonably denied.

Article 10 - CLOTHING ALLOWANCE

- 10.0 The clothing allowance for uniformed members of the Fire Department shall increase as follows:

One Thousand One Hundred Fifty (\$1,150.00) Dollars per year, effective July 1, 2005
One Thousand Two Hundred Fifty (\$1,250.00) Dollars per year, effective July 1, 2006

In addition to the clothing allowance provided for above, all new Firefighters shall be issued full turnout gear at the time of permanent appointment to the Department. All amounts disbursed under the provisions of this section shall be used for uniforms and personal equipment as required by the Chief of the Department. Any uniform changes or additional uniform requirements imposed by the Town shall be provided at the Town's expense. Amounts to be paid under this Article shall be paid in accordance with past disbursement practices.

- 10.1 The Town shall pay for any equipment or clothing of a Firefighter which is damaged or destroyed while such Firefighter is on duty. This clause shall not apply to the normal wear and tear caused by daily use of such equipment or clothing or to any damage to equipment or clothing which is deliberately destroyed.
- 10.2.1 Any firefighter may choose to receive his or her "Clothing Allowance" in a lump sum payment. This payment may be subject to the appropriate taxes and other deductions required by law. Any firefighter must submit his intent to receive a lump sum payment by June 1st of each year. Once the employee requests a lump sum payment he or she may NOT change this option for that year.

Article 11 - SICK LEAVE

- 11.0 All Firefighters covered by this agreement shall be granted fifteen (15) days sick leave each year accrued at the rate of one and one-fourth (1 ¼) days per month in the event of personal sickness and non-service connected injury. Effective March 1, 2014, all Firefighters covered by this agreement shall be granted twelve (12) sick days per year, accrued at the rate of one (1) day per month in the event of personal sickness and non-service connected injury. All unused sick leave days shall accumulate without limitation. Effective February 1, 2014, employees shall be permitted to utilize sick leave by calling in for a day shift (8:00 a.m. – 6:00 p.m.), a night shift (6:00 p.m.-8:00 a.m.) or for a 24-hour tour.
- 11.1 A Physician's certificate of illness may be required by the Chief for any period of illness, provided the Chief has justifiable reason for such request. The Town shall bear the cost of this certificate if the chief's request is for an absence of four (4) consecutive shifts or less (2 ten-hour days, and 2 fourteen-hour nights).
- 11.2 In recognition of the exposure of members of the bargaining unit to members of the public with unknown medical conditions, any conditions or impairment of health caused by the contraction of Anthrax, Encephalitis, Hepatitis A, Hepatitis B, Hepatitis C, HIV/AIDS, Lyme Disease, Measles, Meningitis (Bacterial or Viral), Mumps, Pertusis, Typhoid, Polio, Rabies, Rheumatic Fever, Rubella, SARS, Avian Flu, H1N1, Smallpox, Tetanus, Varicella, Tuberculosis, Staff Infection, MRSA (Methicillin resistant staphylococcus aureus), VRE (Vancomycin resistant enterococcus), C-Diff (Clostridium difficile), Shingles, MDRO (Multi-drug resistant organism), Necrotizing Fasciitis, Any disease related to WMD (Weapons of Mass Destruction) or CBRN (Chemical, Biological, Radiological, and Nuclear) Weapons, shall be presumed to have been suffered in the line of duty within the meaning of Massachusetts General Laws, Chapter 41, Section 111F, if the firefighter presents evidence demonstrating exposure or a causal link between the performance of his/her duties as a firefighter, and the medical condition for which he/she suffers. Nothing in this paragraph shall limit the statutory rights of employees to claim other benefits for injuries or illnesses not listed above pursuant to G.L. c.41 § 111F.
- 11.3 In the event of the retirement of any member, under a Government Retirement Plan, any accumulated sick leave, to a maximum of one hundred thirty five (135) days, shall be paid in a lump sum to the Firefighter at the prevailing rate of pay at the date of retirement. In the event of death of a member of the Department, any accumulated sick leave, to a maximum of one hundred thirty five (135) days shall be paid in a lump sum to the Firefighter's estate at the prevailing rate of pay at the date of death. Firefighters hired after April 4, 2011 shall be eligible to accumulate all unused sick leave days, and shall be paid, at time of death or retirement in a Government Retirement Plan, an amount equal to 25% of the value of accumulated sick leave, up to a maximum amount equal to 25% of 135 sick days.

- 11.4 Leave made necessary by injury or illness in the line of duty shall be subject to the provisions of M.G.L. Ch. 41 Sec. 100 & 111F, or other laws governing a working injury or illness to a municipal employee. Any Firefighter injured while performing in a higher rank may apply for compensation in the appropriate step of the higher rank.
- 11.5 Pursuant to the adoption by the Town of M.G.L. Ch. 41 Sec. 100G on April 9th, 1973 (M.G.L. Ch. 41 Sec. 100G 1/4 on November 9th, 1992), the Town shall pay the reasonable expense, not exceeding Five Thousand (\$5,000.00) Dollars, of the funeral and burial of any Firefighter killed while in the performance of his duty or as a result of an accident while responding to or returning from an alarm of fire or any emergency or as the result of an accident involving a fire department vehicle, which the Firefighter is operating or in which he is riding or while at the scene of a fire or any emergency is killed or sustains injuries which result in his death.
- 11.6 In the case of exceptional circumstances where a Firefighter has or is about to exhaust the sick leave allowed, additional allowance may be granted upon the application of the Firefighter, the recommendation of the Chief and the approval by the Board of Selectman. In determining whether such extended allowance shall be granted, the past absentee record, the length of service with the Town and the quality of the employee's performance shall be taken into account and approval shall not be unreasonably denied. Upon return to work the Firefighter is required to pay back extended sick leave days at the rate of one day for each two days taken.
- 11.7 Firefighters who are on injury leave or duty leave for more than six (6) months shall not continue to accrue sick and vacation time until and unless they return to work.
- 11.8 It is agreed that Firefighters will be allowed to split sick time should they be on duty and leave for illness prior to the expiration of the first twelve (12) hour period, then they shall be charged for one (1) sick day, as opposed to the full tour of duty (two sick days) for the twenty-four (24) hour period.
- 11.9 Firefighters shall be permitted to use up to eight (8) shifts of sick leave per year to care for a sick or injured family member, for qualified leave under the Family Medical Leave Act (FMLA), subject to submittal of a properly documented request for time off under the FMLA. The paragraph shall be effective from July 1, 2015 through June 30, 2018, after which it shall be null and void, unless the parties agree in writing to extend this provision.

Article 12 - BEREAVEMENT LEAVE

- 12.0 Firefighters shall be granted leave without loss of pay in the event of death in the Firefighter's immediate family listed below. Such leave shall be three (3) calendar days

commencing with the day after the date of death. Said leave may be extended to five (5) days in special circumstances at the discretion of the Chief.

The immediate family shall consist of the Firefighter's spouse, child, mother, father, (including step-parents and step-children), mother-in-law, father-in-law, sister, brother, grandmother, grandfather, aunt, uncle, brother-in-law, sister-in-law, niece or nephew, or significant other.

- 12.1 If a Firefighter is on duty on the date of death in the above-described immediate family, he shall be granted, in addition to bereavement leave, the day of death as a day off without loss of pay.

Article 13 - SALARIES

- 13.0 Salaries for Firefighters covered by this agreement shall be as follows:

Effective July 1, 2015	2% wage increase
Effective July 1, 2016	2% wage increase
Effective July 1, 2017	2% wage increase

Effective July 1, 2010, \$250 shall be added to the base pay for each position covered under this agreement.

Effective July 1, 2005 there will be a first year salary increase of Four Hundred Sixteen Dollars and Sixty Six cents (\$416.66) for schedules A, B, C and D.

Effective July 1, 2004, there shall be an additional pay grade step for Firefighters who have attained five (5) years or more of service in the amount of One Thousand Two Hundred Fifty (\$1,250.00) Dollars.

- 13.1 In addition to all other pay due there shall be added a night differential premium (hereinafter called premium) for hours worked during the night tour of duty, between 6:00 P.M. and 8:00 A.M. Said premium shall be as follows:

Effective July 1, 2005 – increase to 8.5%
Effective July 1, 2006 – increase to 9.0%

The premium will also apply to overtime hours worked or fill-in time worked by Firefighters who work the night shifts. The premium will also apply to work related injury leave and paid vacations, and to sick leave.

First Responder			
	7/1/15	7/1/16	7/1/17
Captain - Step 2	\$75,027.41	\$76,527.95	\$78,058.50
Captain - Step 1	\$73,458.58	\$74,927.75	\$76,426.30
Lieutenant - Step 2	\$68,555.04	\$69,926.14	\$71,324.66
Lieutenant - Step 1	\$66,961.65	\$68,300.88	\$69,666.89
Firefighter - Step 6	\$62,506.97	\$63,757.10	\$65,032.24
Firefighter - Step 4 & 5	\$60,927.63	\$62,146.18	\$63,389.10
Firefighter - Step 3	\$56,896.91	\$58,034.84	\$59,195.53
Firefighter - Step 2	\$55,596.87	\$56,708.80	\$57,842.97
Firefighter - Step 1	\$50,400.76	\$51,408.77	\$52,436.94

Basic EMT			
	7/1/15	7/1/16	7/1/17
Captain - Step 2	\$77,843.99	\$79,400.86	\$80,988.87
Captain - Step 1	\$76,275.17	\$77,800.67	\$79,356.68
Lieutenant - Step 2	\$71,444.48	\$72,873.36	\$74,330.82
Lieutenant - Step 1	\$69,865.13	\$71,262.43	\$72,687.67
Firefighter - 24 Year Step	\$68,012.25	\$69,372.49	\$70,759.93
Firefighter - Step 6	\$65,396.38	\$66,704.30	\$68,038.38
Firefighter - Step 4 & 5	\$63,831.13	\$65,107.75	\$66,409.90
Firefighter - Step 3	\$59,665.78	\$60,859.09	\$62,076.27
Firefighter - Step 2	\$58,365.74	\$59,533.05	\$60,723.71
Firefighter - Step 1	\$53,024.94	\$54,085.43	\$55,167.13

Intermediate EMT			
	7/1/15	7/1/16	7/1/17
Captain - Step 2	\$80,781.91	\$82,397.54	\$84,045.49
Captain - Step 1	\$79,213.09	\$80,797.35	\$82,413.29
Lieutenant - Step 2	\$74,454.45	\$75,943.53	\$77,462.40
Lieutenant - Step 1	\$72,889.17	\$74,346.95	\$75,833.88
Firefighter - Step 6	\$68,406.36	\$69,774.48	\$71,169.96
Firefighter - Step 4 & 5	\$66,841.09	\$68,177.91	\$69,541.46
Firefighter - Step 3	\$62,675.74	\$63,929.25	\$65,207.83
Firefighter - Step 2	\$61,365.66	\$62,592.97	\$63,844.82
Firefighter - Step 1	\$56,034.91	\$57,155.60	\$58,298.71

Paramedic			
	7/1/15	7/1/16	7/1/17
Captain - Step 24 year	\$87,832.94	\$89,589.59	\$91,381.38
Captain - Step 2	\$84,455.77	\$86,144.88	\$87,867.77

Captain - Step 1	\$82,886.95	\$84,544.68	\$86,235.57
Lieutenant - Step 2	\$78,219.93	\$79,784.32	\$81,380.00
Lieutenant - Step 1	\$76,664.70	\$78,197.99	\$79,761.94
Firefighter - 24 yr Step	\$75,058.71	\$76,559.88	\$78,091.07
Firefighter - Step 6	\$72,171.85	\$73,615.28	\$75,087.58
Firefighter - Step 4 & 5	\$70,606.57	\$72,018.70	\$73,459.07
Firefighter - Step 3	\$66,451.28	\$67,780.30	\$69,135.90
Firefighter - Step 2	\$65,141.19	\$66,444.01	\$67,772.89
Firefighter - Step 1	\$59,810.44	\$61,006.64	\$62,226.77

- 13.2 In addition to all other pay due to Firefighters who are certified, have been assigned and have worked as Emergency Medical Technicians Ambulance (EMTAs), payment of E.M.T.A. premium shall be paid at the rate in afore-listed Schedule A. Firefighters who are certified, have been assigned and have worked as First Responders (FR), payment of FR premium shall be paid at the rate in afore-listed Schedule B. Firefighters who are certified, have been assigned and have worked as Emergency Medical Technician Intermediate (EMTI) payment of EMTI premium shall be paid at the rate in the afore-listed Schedule C. Upon proof of re-certification being presented to the Chief, the Chief shall authorize the payment of Three Hundred (\$300.00) Dollars incentive pay to the employee who is assigned and working as an Emergency Medical Technician Ambulance (EMT, I &P).
- 13.3 In addition to all other pay due to all Firefighters (excluding those Firefighters classified as Emergency Medical Technicians, I & P) who have completed First Responder Training and who are certified to administer First Responder Medical Treatment, shall be paid at the rate listed in the afore-mentioned Schedule B. The Firefighter shall not be paid for any time or expense spent in off-duty First Responder training or certification, if such is required. The present practice of on duty training or certification shall not be changed unless otherwise negotiated.
- 13.4 For the purpose of calculation the hourly rate of pay, the Firefighters' current annual pay will be divided by the average annual number of regularly schedule hours, Two Thousand One Hundred and Eighty-Four (2184), the quotient of which is the basic hourly rate of pay. When premium pay is due it shall be determined by adding to the basic rate of pay, prior to any wage increase, an amount equal to 8.5% of the basic hourly rate effective July 1, 2005; Effective July 1, 2006, premium pay shall be determined by adding to the basic rate of pay, prior to wage increase, an amount equal to 9.0% of the basic hourly rate effective July 1, 2006.
- 13.5 In addition to all other annual pay required by this agreement, there shall be added to such annual pay for successful completion of College credit courses, towards a degree in Fire Science, at an accredited College or University, or comparable courses, if in either case, approved by the Chief, the following:

<u>Credits Completed</u>	<u>Total Aggregated</u>	<u>Additional Annual Pay</u>	<u>Total Aggregated</u>
6	6	90.00	90.00
9	9	60.00	150.00
18	18	150.00	300.00
24	24	100.00	400.00
30	30	100.00	500.00
36	36	100.00	600.00
38	38	100.00	700.00

Associates Degree in Fire Science6% of base pay
 Bachelors Degree in Fire Science or Fire Technology.....7% of base pay
 Masters Degree in Fire Science or Fire Technology8% of base pay

The annual lump sum payment for education incentive shall not be added to the base pay for computation of overtime pay or any other fringe benefit and shall be paid on or about June 1st.

13.7 The Town of Rockland, if it so desires, shall have yearly pay of all Privates and Officers reported in its Town Report in four separate parts: (1) base pay, (2) overtime pay, (3) holiday pay and (4) school credits.

13.9 Stipends shall be paid for the following Coordinator positions:

EMT Coordinator	Training Coordinator
First Responder/Infectious Disease Coordinator	Defibrillator Coordinator
CPR Coordinator	SCBA Coordinator
ALS Coordinator	QA/QI Coordinator (2)
Information Technology Coordinator	

Said stipend shall be One Thousand One Hundred (\$1,100.00) Dollars paid on a yearly basis, and not figured as part of the base pay. This stipend to be paid on or about January 1st of each year.

All coordinators are required to train all members of the Rockland Fire Department without further compensation. Any training done outside the Department will be paid at the Coordinator's time and one half rate. Coordinators who have to attend re-certification classes to keep their licenses current, shall receive time and one half rate for required hours. Any change in the Coordinators shall be mutual agreed on between the Chief and

the Union. The above positions shall be subject to an annual performance review by the Fire Chief.

13.10 Operational Captain – Condition of Employment as follows:

A. See Job Description (Appendix B.) for complete duties of position.

13.11 Day Shift Officer Position

A. See Job Description (Appendix A) for complete duties of position.

Article 14 - INSURANCE

14.0 The provisions of Chapter 32B of the General Laws as accepted at the Annual Town Meeting in 1956 shall apply as a group insurance and matters pertinent thereto, unless different provisions shall be enacted by the Town, which shall then apply.

14.1 Effective July 1, 2005 all employees in the Rockland Fire Department shall be eligible to participate in the present group insurance plan in accordance with the provisions of said plan. The Town shall pay 82% of the cost of the premium and the employee shall pay 18% of the cost of the premium; however, if the Town's premium contribution for any other group of employees in the governmental unit as defined in M.G.L. Chapter 32B should exceed 82% then the higher premium contribution rate shall be simultaneously implemented for members of the bargaining unit who are covered by this agreement.

Effective July 1, 2006 all employees in the Rockland Fire Department shall be eligible to participate in the present group insurance plan in accordance with the provisions of said plan. The Town shall pay 79% of the cost of the premium and the employee shall pay 21% of the cost of the premium; however, if the Town's premium contribution for any other group of employees in the governmental unit as defined in M.G.L. Chapter 32B should exceed 79% then the higher premium contribution rate shall be simultaneously implemented for members of the bargaining unit who are covered by this agreement.

14.2 Pursuant to a vote by the Town on March 29, 1980 to accept Chapter 396 of the Acts of 1979, the Town shall indemnify and save harmless Firefighters from personal financial loss and expense including reasonable legal fees and costs, if any, in the amount not to exceed One Million (\$1,000,000.00) Dollars, arising out of any claim, demand, suit of judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the Firefighter at the time of such act or omission was acting within the scope of his/her official duties or employment.

Article 15 - LONGEVITY

15.0 Each Firefighter who attains consecutive service for the following amount of years shall receive the following stipends, as designated:

10 years of consecutive service	\$ 100.00
15 years of consecutive service	\$ 500.00
20 years of consecutive service	\$ 900.00
25 years of consecutive service	\$1,500.00
30 years of consecutive service	\$2,000.00

The eligibility date for the computation of years of service shall be December 1st of each year, and paid thereafter.

15.1 Any Firefighter after completion of his/her 20th year of employment as a public employee may elect to receive a salary increase over a consecutive three year period. Such increase shall range from 2.0% to 9.0%, and shall be dependent upon an evaluation and determination of the Chief. After three the officer's salary shall be reduced by the same amount that his/her salary was increased in the third year that he/she received a salary increase hereunder. Effective April 4, 2011– All payments under the foregoing are not compounded, and the percentage granted shall be in addition to the then current top step salary for that rank. Any firefighter that has not elected to receive the foregoing payments as of April 4, 2011 shall not be eligible to receive the foregoing salary increase, but shall be eligible to receive a Step Increase equal to Four (4%) percent upon completion of his/her twenty fourth (24th) year of service as a public employee. Service as a public employee shall include full time service as an employee of the Rockland Fire Department, and full time service in any other municipality or subdivision of the Commonwealth. Employees hired into full time service in the Rockland Fire Department after April 4, 2011 shall not be eligible for this step increase or any salary adjustment under Article 15.1.

Article 16 - GRIEVANCE AND ARBITRATION

16.0 Any difference as to the interpretation of this agreement in its application to a particular situation or as to whether it has been observed and performed may be a grievance under this agreement. All grievances shall be submitted utilizing a mutually agreed upon form. Grievance submissions shall include a complete description of all alleged relevant facts, including alleged dates, names of members involved, and the relief or remedy requested by the grievant. If the grievance references other documents, those documents must be attached to the grievance form. Grievances not submitted pursuant to these requirements shall not be accepted by the Town, nor shall such a grievance be deemed received by the Town. Should any Firefighter have a grievance, an earnest effort shall be made to settle such grievance at the earliest possible time by the use of the following procedure:

Step One - The Firefighter, with or without the Union Steward, shall present his grievance to the Chief of the Department, within fifteen (15) calendar days after the occurrence of the situation, condition, or action giving rise to the grievance.

Step Two - If the grievance is not settled under Step 1, within fifteen (15) business days of the decision of the Fire Chief at Step 1, the firefighter or the Union may refer the grievance to the Board of Selectmen. The firefighter or the Union will forward a written request for Step 2 consideration of the grievance to the Board of Selectmen. Step 2 submissions shall be submitted in accordance with the requirements described in the first paragraph of this article. The Board of Selectmen shall provide a written response to the grievance within thirty (30) calendar days of receipt of the Step 2 grievance.

- 16.1 The time limits outlined in this grievance procedure may be extended at any time by mutual agreement of the parties.
- 16.2 Any grievance not settled through the grievance procedure may be presented to arbitration within thirty business (30) days after the final decision of the Board of Selectmen has been given to the Union and/or the Firefighter. No grievance may be presented for arbitration without the endorsement of the Union, which shall retain the sole and exclusive discretion as to whether a grievance may proceed to arbitration under this Article.
- 16.3 A request for arbitration shall state in reasonable detail the nature of the dispute, the specific provision(s) of the agreement alleged to have been violated and the remedy requested. The request shall be sent to the American Arbitration Association and a copy shall be furnished to the Town.
- 16.4 In the selection of an Arbitrator and the conduct of any arbitration, the Voluntary Labor Arbitration Rules shall control.
- 16.5 Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator, meeting place and other incidental expenses, mutually agreed to in advance, shall be shared equally between the parties.
- 16.6 Nothing contained herein shall be construed so as to authorize any arbitrator to alter or modify this agreement or any of its provisions or take any action to prevent the Town and the Union from settling by mutual agreement, prior to final decision, any grievance submitted to arbitration hereunder. Decision of the Arbitrator shall be final and binding on both parties in accordance with M.G.L. Chapter 150C.
- 16.7 The Town recognizes the right of the Local to designate a Steward from the list of its regular Firefighters, the authority of the Steward so designated by the Local shall be

limited to the investigation and presentation of the grievance in accordance with provisions of the collective bargaining agreement.

Article 17 - LEAVE OF ABSENCE

- 17.0 A Member of the Rockland Firefighters Local 1602, who is elected or appointed to a full-time position with the International Union, shall be permitted a leave of absence without pay or other benefits under this agreement, but without loss of seniority, provided said leave is approved in advance by the Chief of the Department.
- 17.1 The provisions concerning military leave, as voted at the Town Meeting, Article 14, 1957, Chapter 33, Section 59 shall apply.

Article 18 - WORK STOPPAGE

- 18.0 Pursuant to M.G.L. Ch. 150E, the Union and the Firefighters agree not to engage, induce or encourage any strike, work stoppage, slowdown or withholding of services by employees, including overtime hours from the Town.
- 18.1 Should any of its members engage in any prohibited practice, as determined by the Labor Relations Commission, the Union shall immediately, in writing, order such member to return to work and immediately cease such practices. The Town shall receive a copy of this written notice.

Article 19 - GUARANTEED NO-LAYOFF CLAUSE

Deleted

Article 20 - LAYOFFS

- 20.0 In the event the Town decides to implement layoffs, it is agreed that the following procedure shall govern:
- A. All matters relating to layoff and recall and impact thereof shall be made by seniority as governed by Civil Service law.
 - B. When a laid off employee is recalled to work in the same rank, he shall be paid at the same step of pay schedule as he was paid at when he was laid off.

- C. In the event of a layoff for a period of one month or more, at the employee's option, the laid off employee shall receive full payment for all unused accumulated vacation leave, which he had as of the date of layoff or carry such vacation leave until the employee exercises the option to receive payment for such time or is recalled.
- D. In the event of a layoff, all unused accumulated sick leave shall be kept to the laid off employee's credit and in the event of a recall shall be restored to the employee. Nothing herein shall effect an employee's right guaranteed in Section 11 of this agreement.

Article 21 - FIRE ACADEMY

- 21.0 The Fire Chief shall assign newly hired Firefighters to be trained at the Massachusetts Fire Academy, or its equivalent, when there are available openings. Firefighters are expected to participate and attend courses, and pass all required tests and courses as a condition of continued employment.
- 21.1 Notwithstanding, the Town agrees that a Firefighter shall not be terminated for failure to pass the required tests or to attend the required courses if such failure is justified by reasonable mitigating factors. In the event, the Chief shall assign the Firefighter to the next available course.
- 21.2 In the event the Chief is unable to schedule a Firefighter for the required courses within sufficient time to pass within two years of hire, the requirement of the Firefighter to pass said courses shall be waived. The Firefighter shall thereafter have the option to be sent to the academy or equivalent training.

Article 22 - SAFETY COMMITTEE

- 22.0 A Safety Committee, comprised of equal members from the Town and Union, shall meet at regular intervals, but not less than quarterly during the term of the contract. The committee shall be charged with discussing safety procedures, concerns over hazardous material issues and methods for implementation of any terms agreed upon by the Committee.

Article 23 - EMT "I"/P

- 23.0 The Town will pay for the tuition and associated fees of EMT "I" training.
- 23.1 The Town will pay up to three hundred (300) hours of overtime and/or coverage for each Firefighter EMT pursuing EMT-I training. The Firefighter will be responsible for additional hours on their own time.

- 23.2 The Town will pay base salary adjustment for an EMT-I per Schedule C. The salary adjustment for an EMT-P is per Schedule D. The existing stipend for defibrillation shall continue in addition to this adjustment.
- 23.3 Only two (2) Firefighter EMT's will be eligible to begin the program in any one fiscal year.
- 23.4 Any new hired Firefighter shall be an EMT "I" or "P" and shall be required to maintain this certification as part of their employment.

Article 24 - Residency

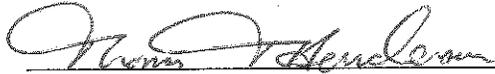
- 24.0 Pursuant to G.L. c. 31, § 58, the parties agree that firefighters shall be permitted to reside within fifteen (15) miles of the perimeter of the Town of Rockland, said distance being calculated in a manner consistent with Chapter 31, §58. The Town acknowledges that some employees, in reliance upon the Town having construed the residency requirement to be fifteen (15) miles, established residency outside of the ten (10) mile limit imposed under G.L. c. 31, §58, and the parties agree that those employees should be held harmless, so long as they continue to reside within fifteen (15) miles pursuant to this Agreement.

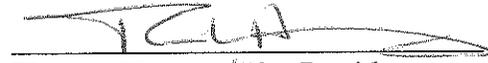
Article 25 - DURATION OF AGREEMENT

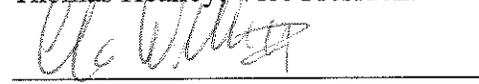
- 25.0 The duration of this agreement shall be from July 1, 2015 through June 30, 2018.
- 25.1 Either the Town or the Union may reopen this agreement by written notice, forwarded by registered mail to the other, not more than one hundred eighty (180) nor less than ninety (90) days prior to June 30, 2018 or prior to June 30th of any subsequent year. Not more than fifteen (15) days following the receipt of such notice, collective bargaining shall commence for the purpose of considering the terms of a new or modified agreement."

IN WITNESS THEREOF the parties hereto set their hands and seals by their duly authorized representatives this 6th day of October, 2015.

FOR THE UNION


Thomas Henderson President


Thomas Heaney, Vice President


Charles O. Willams III, Secretary

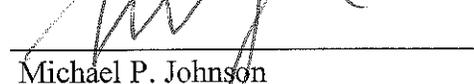

Patrick Sammon, Treasurer


John Sammon


Wayne DelPrete

FOR THE BOARD OF SELECTMEN


Edward F. Kimball, Chairman


Michael P. Johnson

Lawrence J. Chaffee


Larry J. Ryan


Korey Welch



Allan R. Chiocca, Town Administrator

Appendix

Appendix A: JOB DESCRIPTION DAY SHIFT OFFICER
Description
Town of Rockland Fire Department

JOB TITLE: Day Shift Officer

REPORTS TO: Fire Chief

Duties of the Day Officer – This position will be filled by the most recently appointed Captain or Lieutenant.

- Hours of Work – Monday thru Friday 8:00 Am to 4:25pm (42 Hour Work Week)
- Reports to the Chief of Department
- Officer Development Training – Attend (while on duty) the following classes and EARN the following CERTIFICATIONS: Any training off duty will follow article 7.0 of the CBA
 - Fire Instructor 1
 - Fire Officer 1
 - Fire Prevention Officer Basic
 - Fire Prevention Officer 1
 - Fire Instructor 2
 - Fire Officer 2
 - Fire Prevention 2
- Conduct residential smoke detector and carbon monoxide detector Inspections for all residential properties of 5 units or less
- Handle permitting for and Conduct Oil Burner Inspections
- Handle permitting for and Conduct propane installation inspections
- Conduct Weekly Fire Training for all groups
- Assist Deputy Fire Chief as needed
- Back-up duty crews during major emergencies and when manpower is needed
- Attend FPAM and regional fire prevention group meetings
- Attend Training and Seminars related to Fire Prevention that are recommended by the Deputy Chief
- Shall have all holidays off with pay
- Shall continue to enjoy all other benefits agreed to between the Town and Local 1602.

- The Day officer will be available for shift overtime outside of their normal work hours. The Day Officer will be call after the operational officers have refused the overtime. Filling of the overtime will follow section 7.4 of the CBA.
 - When working overtime he/she shall be paid at one and one half (1 ½) the hourly rate of pay
 - Can perform callback per article 7.3
 - EMS training shall be compensated per article 7.2 outside of normal work hours.
- The current operational Captain and 3 Operational Lieutenants will not be required to fill the new day officer.

Appendix B: JOB DESCRIPTION OPERATIONAL CAPTAIN

Description Town of Rockland Fire Department

JOB TITLE: Operational Captain

REPORTS TO: Fire Chief and Deputy Chief

DESCRIPTION:

In addition to the present duties of a Fire Department Lieutenant, the Operational Captain shall: Have immediate responsibility for overseeing the tracking, and checking accuracy of all FP32 reports submitted by Department Officers, responsibility for tracking all Fire Department time off (Vacation, Personal, Lieu of Holiday, Mutuals, etc.) and charge personnel appropriately. Maintain hours that have to do with callback per contract. Chair committee to purchase Fire Department tools, equipment and maintain said.

Appendix C: GRIEVANCE FORM

ROCKLAND FIREFIGHTERS LOCAL 1602 GRIEVANCE FORM

MEMBER(s) INFORMATION

Member's Name: _____
Shop Steward: _____
Job Title: _____
Office in Charge: _____
Shift #: _____

Filed With Employer on: ____/____/____
Filed at Step: 1 2
Union Executive Board Notified: Yes No

GRIEVANCE INFORMATION

Date of Occurrence or Knowledge: ____/____/____

Articles/Provisions violated: All relevant provisions of the collective bargaining agreement including but not limited to:

Remedy:

PLEASE SIGN

Signature of Member: _____ Date: _____
____/____/____