

MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF ROCKLAND
AND
ROCKLAND PERMANENT FIREFIGHTERS
IAFF LOCAL 1602

For good and valuable consideration, each to the other given, the Town of Rockland and the Rockland Permanent Firefighters, IAFF Local 1602 hereby agree to modify the collective bargaining agreement that is in effect from July 1, 2021 through June 30, 2022. All other terms not expressly modified by this Agreement shall remain in full force and effect, with the following changes and modifications:

1. Wages:
 - a. 7/1/22 – 2.5%
 - b. 7/1/23 – 2.5%
 - c. 7/1/24 – 2%

2. Article 25 – Duration: Three years – 7/1/22 – 6/30/25

3. Article 9.0 – Holidays: Add Juneteenth –

4. Civil Service Status:
 - a. The Town acknowledges that the intent is to expand the hiring pool for future vacant firefighter positions. The Town acknowledges that there is no present intent to change or revise any existing classifications within the CBA. The Town acknowledges that it will be bound by the CBA for promotions, layoffs and discipline.

 - b. Wherever there is reference to General Laws Ch. 31 or Civil Service said references shall be stricken from the CBA.

 - c. The Town shall remove itself from the jurisdiction of the Massachusetts Civil Service Commission for hiring, promotions, and disciplinary appeals, and revoke acceptance of all applicable sections of General Laws, c. 31 in accordance with applicable law. Employees hired as full-time firefighters prior to proper removal from Civil Service under General Laws, c. 31, shall retain all statutory rights which he/she may have pursuant to General Laws, c. §31.

However, the parties acknowledge that in the event the Legislature abolishes, amends, modifies any statutory rights, the Town shall have no obligation to bargain over any statutory changes. Further, the parties recognize that any statutory rights enjoyed by an employee will not be subject to grievance and arbitration procedure except in the case of discipline, wherein the employee shall choose either to exercise his/her rights under General Laws, c. 31 or the grievance arbitration procedure, but not both. The election of such rights shall be made after the decision of the Board. The parties recognize and acknowledge that the standard for discipline and discharge is “just cause.”

- d. In the event that the Town votes to reject withdrawal from Civil Service at Town Meeting, the Town and the Union agree to reopen this Agreement. The Union agrees to support the Article to remove Civil Service coverage for future bargaining unit members at Town Meeting.
 - e. In exchange for agreement to withdraw from Civil Service, the Town agrees to modify Article 13.5 as shown below.
 - f. Subject to agreement on policies/SOP’s on promotional procedures and hiring procedures, the Union agrees that the Town has satisfied its obligation with regard to bargaining over the impact of withdrawal from Civil Service.
5. Article 11.3: Add language requiring advance notice of retirement. Firefighters shall notify the Chief of their intent to retire by September 1st of the fiscal year prior to retirement. In the event that the firefighter fails to give such notice, payment for unused sick leave may be delayed until funding for said payment is approved at a subsequent town meeting.
6. Article 13.9: Modifications to the current Coordinator positions
- a. Revised list
 - i. EMT Coordinator
 - ii. First Responder/Infectious disease
 - iii. CPR/Defibrillator Coordinator
 - iv. ALS Coordinator
 - v. Information Technology Coordinator
 - vi. SCBA Coordinator
 - vii. Vehicle Repair Coordinator
 - viii. QA/QI (4)
 - b. **Eff. 7/1/23**

- i. EMT, ALS, Vehicle Repair IT - \$2000
- ii. SCBA, QA/QI(4) - \$1500
- iii. No change DICO and CPR/Defib

7. New Article – Specialty Teams:

Members of the Rockland Fire Department shall be allowed to join specialty teams after serving a minimum of three years with the Rockland Fire Department with the approval of the Chief of Department, which shall not be reasonably denied. New employees who have served on a specialty team prior to employment with the Rockland Fire Department will be decided upon a case-by-case basis.

Specialty teams will be defined as organizations, teams, or groups created to perform specialized tasks within the first responder community. These teams include but are not limited to the following: technical rescue teams, dive teams, critical incident support teams, incident management teams, law enforcement tactical medical teams, disaster response teams, and hazardous materials response teams.

Members of specialty teams shall be compensated at the overtime rate for any activations in which members respond. In the event members are on shift at the time of the activation, Box 33 will be struck for station coverage, enabling those members to respond immediately. At the conclusion of the second hour of coverage, the shift officer will evaluate the possible length of activation coverage needed and fill any vacant shift positions in accordance with current detail filling practices.

Members of specialty teams can utilize fire training hours to attend team training. Training and activations for which the employee is directly paid by another organization or the town is reimbursed will not cause the employee to utilize fire training hours. Members that are directly paid for responses or training shall have to utilize accrued leave for department absences.

The Chief of Department has the right to deny members from deploying to activations or training as deemed necessary. Membership on a specialty team is a benefit that works both for the employee and employer, but the Chief of Department has the right to remove an employee from a specialty team in cases where the employee is failing to fulfill their duties as an employee of the department.

8. Article 13.5 – Education – add new subsection (b) –

Effective 7/1/23 – For eligible degrees in fire science or technology, nursing, emergency/disaster management, degrees in Emergency Medical Services, employees shall receive the following:

- i. Associates degree– 10% of base pay
- ii. bachelors degree – 20% of base pay
- iii. Masters degree – 25% of base pay

The foregoing amounts shall be paid as a lump sum consistent with current practice. The annual lump sum payment for education incentive shall not be added to base pay for computation of overtime or any other fringe benefit and shall be paid on or about June 1st.

Payments for credits completed shall remain as shown above.

9. Article 15.1 – Delete last sentence

10. Article 23

- a. Delete article 23.0, 23.1 (EMT-I training)
- b. Section 23.4 – Add “The Town may hire certified EMT-Basic firefighters, but such firefighters must agree, as a condition of continued employment, to obtain their certification as EMT-Paramedics within three (3) years of being hired.”

11. Article 7.8 – Modify as shown

7.0 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~~ **Captain, at a step commensurate with the firefighter working the 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.

This agreement is subject to ratification by the Union membership and to initial funding by Town Meeting.

IAFF LOCAL 1600



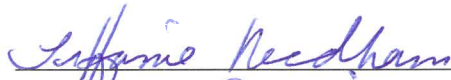


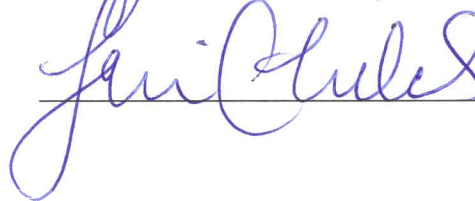
Paul Ford



BOARD OF SELECTMEN







11/30/2022

Date