

Town of Hingham



Hingham Permanent

Firefighters Association

IAFF

Local 2398

Labor Contract

2021 - 2024

Town of Hingham

-2021 - 2024 Fire Agreement

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Agreement executed this ____ day of ____ November__, 2021, but dated as of July 1, 2021, by and between the Town of Hingham, Massachusetts (hereinafter referred to as the “Town” and the Hingham Permanent Firefighters Association, International Association of Firefighters Local #2398 (hereinafter referred to as the “Union”))

Definitions

A Duty Day is a 24-hour workday, which starts at 7:00 AM and finishes at 7:00 AM on the following morning.

A Duty Cycle is a four day period, starting with a 24-hour duty day, followed by 72 hours (or three (3) 24-hour days) off-duty.

All Paid Time Off benefits will be used and accounted in 24-hour duty day increments except as otherwise specified.

Article 1

Recognition

Section 1. Amend first sentence as follows: “The Town recognizes the Union as the sole and exclusive bargaining agent and representative for all regular uniformed Hingham Fire Department employees, but excluding the Chief and Deputy Chiefs, all non-uniformed office and clerical employees, custodial employees, call Firefighters, and temporary, casual and seasonal employees, for the purpose of collective bargaining under the provisions of Chapter 150E of the General laws. The terms “employee” and “employees” as used hereafter in this agreement refer only to such persons who, at the time in question, fall within the bargaining unit as defined above.

Article 2

Payroll Deductions

Section 1. Dues Deductions. The Town agrees to deduct, once each week, the regular weekly dues in the amount certified to be current by the Secretary-Treasurer of the Union from the wages of each employee who individually and voluntarily authorizes the Town to do so in writing in the form attached as Appendix A and to remit the amounts so deducted each week to the secretary-treasurer of the Union, together with a list of the employees for whom deductions have been made. Such authorization shall provide that it may be withdrawn by the employee by giving at least sixty (60) days’ notice in writing of such withdrawal to the Fire Chief and by filing a copy thereof with the Secretary-Treasurer of the Union. The provisions of this Section 1 shall be subject to the requirements of Section 17A of Chapter 180 of the General Laws.

Section 2. Agency Service Fee Deductions. The Town agrees to deduct, once each week, an agency service fee from the wages of each employee who individually and voluntarily authorizes the Town to do so in writing in the form attached as Appendix B and remit the amounts so deducted each week to the Secretary-Treasurer of the Union. Such author Treasurer of the Town shall be satisfied by such evidence as they may require that the Secretary-Treasurer of the Union has given to the Union a bond, in a form approved by the commissioner of corporations and taxation, for the faithful performance of their duties, in such sum and with such surety or sureties as are satisfactory to the Treasurer of the town.

Article 3

Agency Service Fee and Indemnification

Section 1. Each employee shall as a condition of employment, commencing on the thirty-first (31st) day following the beginning of such employee's employment or the effective date of this Agreement, whichever is later, pay an agency service fee to the Union each week in the amount which is certified by the Secretary- Treasurer of the Union to be proportionately commensurate with the cost of collective bargaining and contract administration.

Section 2. The Union shall indemnify, defend, and save the Town 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 or not taken by the Town for the purpose of complying with this Article.

Article 4

No Discrimination

Section 1. The parties are mindful of their responsibilities under Federal or State laws and regulations against discrimination, and accordingly the Town and the Union each agree that it will not discriminate against any person because of membership or activities on behalf of the Union or lack thereof or race, color, creed or religion, national origin, sex, marital status, age, sexual orientation (as defined in G.L.C. 151B), or disability in violation of such laws and regulations.

Article 5

Union Business

Section 1. Insofar as the work requirements of the department permit, Union officers will be excused from duty, without pay, when required to conduct union business other than joint meetings with management. Union Officers are defined as the President, Vice-President, Secretary-Treasurer, Shop Stewards, and members of the Bargaining Team. Union officers shall give management reasonable advance notice of their desire to be absent to conduct such Union business so that work schedules may be arranged accordingly. In no event shall more than two (2) employees be absent from work at any one time to conduct such Union business. A not less than forty-eight (48) hour's notice shall be given to the Department for any member requesting to be absent under this section. Union officers who wish to be excused under this section must give the Shift Commander not less than forty-eight (48) hour's notice of their desire to be released from duty. It will be the responsibility of the Union to find necessary coverage to fill the open position(s). The Union will provide a letter to the Fire Chief when a change occurs, listing the names of the Union Officers defined in this section.

Section 2. Joint negotiating meetings between the Town and the Union shall be held outside of regular working hours except when circumstances make it necessary to hold such meetings during regular working hours. When such meetings are held during regular working hours, there shall be no deduction from the regular straight-time pay of members of the Union's Negotiating Committee on account of time spent by them attending such meetings. When such meetings are held outside regular working hours, no employees shall receive any compensation on account of time spent by them attending such meetings. Members of the Union's Negotiating Committee who are scheduled to be on duty and desire to attend a negotiating meeting must give the Shift Commander not less than forty-eight (48) hour's notice of their desire to be released

from duty. It will be the responsibility of the Union to find necessary coverage to fill the open position(s).

Article 6

Schedule of Salaries

Section 1a. The weekly salary rates of employees covered by this Agreement, effective July 1, 2021, July 1, 2022, and July 1, 2023, shall be determined in accordance with the Hingham Fire Department Weekly Salary Schedules attached hereto as Schedules 1, 2, 3, and 4 respectively.

Section 1b. [retained for historical record] The Salary Schedule effective July 1, 2007 reflects a change from a five step scale to a four step scale effective July 1, 2007. The existing differentials between the ranks for Grade FS-1 and higher grades, other than Grade FS-2, were maintained in constructing the salary scale which is effective July 1, 2007.

In constructing the new FS-1 salary scale, an equity adjustment in the amount of \$455 was applied to the top step (Step E of the old scale). No equity adjustment was applied to the first step of the old scale (Step A of the old scale). Steps B and C of the new FS-1 scale were then set at proportionate intervals between new steps A and D.

The same procedure was used to construct the FS-2 salary scale, except that equity adjustments were applied to both the first step of the old scale (Step A of the old scale) and the top step of the old scale (Step E of the old scale), in the amounts of \$3580 and \$1484 respectively.

A 3% general wage increase, effective July 1, 2007 was then applied to the rates of all the new scales.

Employees' step placement did not change as a result of the newly constructed scales, except that employees who were on step E of the old scales were placed on Step D of the new scales. Thus, an employee who was on Step A, B, C or D in the old scale remained on the same lettered step in the new scale.

Section 1c. Said Schedules 1, 2, 3, and 4 reflect the following:

Schedule 1: an equity adjustment effective July 1, 2021;

Schedule 2: effective July 1, 2021, a 3% general wage increase (applied after the equity adjustment in Schedule 1);

Schedule 3: effective July 1, 2022, a 3% general wage increase; and

Schedule 4: effective July 1, 2023, a 3% general wage increase.

Section 2a. Progressions through the rate ranges of the salary schedule are not mandatory and shall be on the basis of merit and ability on recommendation of the Chief. Employees in continuous service in a position who have a satisfactory performance record shall be eligible for an advance of one step rate per year until the maximum rate is reached, subject to the approval of the Chief.

Section 2b. The Town will implement an Employee Performance Evaluation Program.

Section 3. When an employee is promoted to a higher-rated job classification, they shall enter it at the minimum of the job rate range or at the next pay rate above their present salary, whichever is higher. They may, for good cause shown, also receive one step increase at the time upon the recommendation of the Chief and the approval of the Personnel Board. If an employee should be transferred to a lower-rated job classification, they shall enter it at the step rate based on their length of service on the previous job. The date on which an employee is

promoted or permanently transferred to another job classification shall be their anniversary date for subsequent pay rate increases in such job classification in accordance with section 2 above.

Section 4. The hiring rate shall be the minimum of the rate range for the job classification unless otherwise authorized by the Personnel Board. If such authorization is given, it shall be supported by a written statement of the reason.

Section 5a. Any Firefighter or Officer who has achieved top pay (Step D) is eligible, and may be required to assume the duties and responsibilities as acting officer at the next higher rank.. Effective July 1, 2014, when an eligible Firefighter fills a vacancy for a Company Officer, or an eligible Lieutenant fills a vacancy for a Shift Commander, that employee shall be paid, in addition to the pay the employee would earn for the duty day, a differential of 6% additional pay for working in the acting out-of-grade capacity with a one-hour minimum hours worked. Compensation will be on an hour-by-hour basis with any fraction after the first hour paid as a full hour.

Section 5b. Personnel who are on an active Civil Service promotional list shall be given priority for acting out-of-grade assignments when filling long-term vacancies.

Section 6. Any employee required to be held over to maintain on-duty manning for July 4th, Thanksgiving, December 24th, or December 25th, shall be compensated at a rate of double the employee's regular wage for the time so worked.

Section 7. The Fire Prevention Officer shall continue to receive a stipend of \$250 per week in part because of the inability to work scheduled overtime as a day employee. However, the Fire Prevention Officer shall be eligible for overtime if no member who is scheduled as a 24-hour schedule employee is available.

Section 8. The Fire Prevention Officer shall be paid at the FS-5A or FS-5B rate in accordance with the member's EMT certification level. If the Fire Prevention Officer holds a civil service rank below the level of captain and fills an open shift in a lower classification, the Fire Prevention Officer will be paid at the FS-5A or FS-5B level.

Section 9. Whenever the Fire Prevention Officer is on leave for greater than two (2) consecutive weeks, then another member may be temporarily moved to days and will be compensated at the FS-5A or FS-5B rate in accordance with the member's EMT certification level and will receive the weekly stipend contained in Article 6, section 7."

Article 7 Overtime

Section 1a. An employee who is called into work outside their regular hours, to maintain the on-duty manning levels shall be allowed to work a minimum of four (4) hours at a rate of time and one half the regular hourly rate of pay, which is determined by dividing their weekly rate by forty-two (42) There shall be no duplication of overtime or premium pay.

Section 1b. In order to maintain on-duty manning (no more than the total group strength), the Fire Chief or their designee may hold over employee(s) of the grade(s) required in the judgment of the Chief or their designee in order to have a minimum number of employees to ensure a degree of safety for the firefighters and the residents of the Town. The policy for this process is provided in the Hingham Fire Department Manning Guideline S.O.P. Pursuant to G.L. 48, section 58c. A 'holdover' is defined as any occurrence of an employee being required against their will to remain on duty beyond the end of their scheduled shift due to one of the following reasons only: no relief due to another employee calling out sick, another employee

having failed to report at the scheduled starting time for a scheduled shift or overtime shift; another employee taking time off due to merit time or personal time and coverage not having been secured. Any other reason, including, but not limited to, a relief employee coming from another station or the employee being involved in a late run shall not be considered a holdover. If an employee has been held over for one (1) hour or more, they may be given either compensatory time off equal to time and one-half the number of overtime hours worked, or shall be paid for such period of overtime at the rate of double time their hourly rate, instead of time and one-half pay, as determined by the Town. Holdovers for less than one (1) hour shall be paid in accordance with normal Department policy. Compensatory time so earned may be taken off at any time except on July 4th, Thanksgiving, December 24th and December 25th, provided that not less than forty-eight (48) hour's notice is required and that the employee's absence will not cause additional mandatory holdover.

Section 1c. A Fire Investigator who is called into work outside of their regular hours of work to investigate a fire cause and origin shall be paid a minimum of four (4) hours at time and one-half the employee's regular hourly rate of pay, which is determined by dividing their weekly rate by forty-two (42).

This section shall also apply to the Fire Prevention Officer who is called into work because of an emergency fire prevention issue outside their regular hours of work. The Emergency Fire Preventions Issues will be outlined in a fire department policy.

Section 1d. Pursuant to Section 7(k) of the FLSA, the Town has established a twenty-eight (28)-day work period (212 hours) for purposes of computing overtime entitlement under the FLSA.

Section 2. An employee who is called into work outside of their regular hours on Emergency Callback shall be paid at the overtime rate with a minimum of three (3) hours guaranteed except that an employee who is called into work on emergency call-back between the hours of 10:00 pm and 4:00 am shall be paid at the overtime rate with a minimum of four (4) hours guaranteed. Any fraction of an hour shall be paid as a full hour. Emergency Callback shall be defined as the return to work for response to a fire or other emergency situation whether it be in town or a mutual aid call or for assignment to guide a mutual aid company.

Section 3. Meetings, training, staff duties, and all other miscellaneous forms of authorized overtime shall be paid at a rate of time and one-half based on the actual hours worked, in one-half hour increments.

Article 8

Temporary Alternate Duty

Section 1. Members on job-related injury leave under MGL Chapter 41, section 111f may be reassigned to Temporary Alternate Duty.

Section 2. Members on extended Sick Leave may also request assignment to Temporary Alternate Duty.

Section 3a. Such assignments will be considered after ninety (90) consecutive calendar days of leave, except that such an assignment will be considered within such ninety (90) day period if the member so requests in writing.

Section 3b. All such assignments will be at the discretion of the Chief, based on the individual's abilities, medical and physical limitations.

Section 3c. The assignment will be task or project specific and based on that individual's job description.

Section 3a. Hours of work will generally be based on a standard day (40 hour) schedule, but may be adjusted to part-time or limited duty hours to accommodate individual physical or medical limitations.

Section 3d. Should there be disagreement between the individual's physician and the Town appointed physician regarding the individual's medical limitations, a third independent physician will be selected. The decision of the independent physician will be binding on all parties, and shall apply only to the assignment of Temporary Alternate Duty.

Section 3e. Any member who is normally assigned as a "day employee" may be required to perform office work if on job-related injury leave under Mass. General Laws, chapter 41, section 111F. Such assignment will be based on the individual's medical limitations. Such assignment may occur immediately, rather than upon the expiration of the ninety (90) day period contained in section 3a. above.

Section 4. Temporary Alternate Duty will be terminated when the task or project has been completed, or the individual has been medically cleared to return to full, unlimited duty, whichever occurs first.

Section 5. If the individual has not been cleared for full duty at the completion of current Temporary Alternate Duty assignment, a new assignment will then be considered, taking into account any changes in medical condition or limitations. If no additional assignment is made the individual will return to the leave status held prior to assignment to Temporary Alternate Duty.

Section 6. During Temporary Alternate Duty the individual will be released from duty for any required medical appointments and must either use accrued paid time off or will be released without pay for the time.

Article 9

Sick Leave

Section 1. No sick leave shall be granted during the first three (3) months of employment.

Section 2a. After three (3) months employment and up to one (1) year, an employee shall be paid for time absent because of personal sickness for a period not in excess of five and one-half (5½) duty days. After one (1) year of employment, the period in any year for which employees shall be paid while absent because of personal sickness shall be seven and one-half (7½) duty days, plus the amount of any accrued and unused sick leave time in previous years.

Section 2b. There shall be no limitation on the amount of accrued unused sick leave which may be carried forward from one sick leave year to the next sick leave year.

Section 2c. Effective, July 1, 2000, all unused sick leave accrued by all 24-hour schedule employees shall be multiplied by a factor of .50 to convert to 24-hour duty days.

Section 3. Loss of time directly attributable to injury incurred while performing assigned duties shall not be charged to sick leave.

Section 4a. To be eligible to use paid sick leave, an employee must report the illness or injury to the officer on duty at Fire Headquarters, as soon as is reasonably possible, but in no event less than one (1) hour prior to such employee's shift reporting time (unless prevented from doing so for reasons of emergency). The Fire Chief may require evidence that an employee was prevented from working because of illness or injury by requiring the employee to present a physician's certificate if they are seeing an attending physician or to be examined by an attending physician or a physician appointed by the Town, and in the latter case, expenses for the examination shall be paid by the Town.

Section 4b. If any employee leaves duty due to illness, during their duty day, their absence shall be calculated against their sick leave to the nearest one-quarter ($\frac{1}{4}$) duty day (6 hour) increment. All other use of sick leave shall be in full duty day (24 hour) increments.

Section 5. The Fire Chief may require evidence that an employee is fit for service by requiring the employee to present a physician's certificate, if they are seeing an attending physician or to be examined by a physician appointed by the Town. In the latter case, all expenses for the examination shall be paid by the Town.

Section 6. The amount of accrued unused sick leave available to an employee at the time they are laid off due to a reduction in force shall be restored if the laid off employee returns to the fire service within five years of their last day of employment before the lay off.

Section 7. "Day employees" assigned to a 40 hour schedule shall continue to accrue sick time at a rate of 15 (eight hour) sick days per year and shall use sick leave in eight hour, sick day increments. Sick leave benefit calculations between 40 hour per week and 24 hour shift work shall be at a .5 or X 2 ratio.

Section 8. Members who are on injury leave or sick leave and who want to work a second job will so request in writing. The Chief/designee may approve the request if they are satisfied that although the member is unable to perform firefighting duties they are physically able to perform the duties of the secondary employment and that it will not inhibit the employee's ability to return to full duty. If the Chief/designee has any doubts, they may request written certification from the member's treating physician; the cost of which shall be paid by the member. If the Chief/designee continues to have doubts, they may require the member to be seen by the Town's Occupational Health Center at the expense of the Town.

Section 9. Any member on sick or injury leave for over seven (7) calendar days shall be required every fourteen (14) calendar days to report their status to the Fire Chief or Deputy Fire Chief either by personal appearance or telephone, at the member's option. This requirement may be waived by the Fire Chief in their sole discretion.

Section 10. Members who are on injury leave or sick leave and who want to go on vacation will so request in writing. The Chief/designee may approve the request if they are satisfied that although the member is unable to perform firefighter duties they are physically able to travel and that it will not delay the employee's ability to return to full duty. If the Chief/designee has any doubts, they shall request written certification from the member's treating physician; the cost of which shall be paid by the member. If the Chief/designee

continues to have doubts, they may require the member to be seen by the Town’s Occupational Health Center at the expense of the Town.

Article 10

Payment for unused sick leave

Section 1. Accumulated unused sick leave up to a maximum of 60 duty days at the rate of 2 duty days for every 3 duty days accumulated will be paid by the Town at a rate of sixteen (16) hours pay for each duty day, to a fire employee who is required to retire from active service as the result of a job-related injury sustained in the course of their employment by the Town as a fire employee.

Section 2. Any and all accumulated unused sick leave at the rate of 2 duty days for every 3 duty days accumulated will be paid by the Town at a rate of sixteen (16) hours pay for each duty day, to the surviving spouse, if any, of a fire employee who dies as the result of a job-related injury sustained in the course of their employment by the Town as a fire employee; if no surviving spouse, to the employee’s surviving child, or children, if any; if no surviving child or children, to the employee’s surviving dependent, if any. If the employee leaves no surviving spouse, child or children, or no surviving dependent, no payment shall be made for unused sick leave under this section.

Section 3. Effective July 1, 2000, accumulated unused sick leave will be paid by the Town, at normal retirement only, according to the following schedule:

Sick Time Accumulated

<u>Duty Days</u>	<u>Payment</u>
0-74	\$12 per Duty Day
75-99	\$900 plus \$20 for each Duty Day over 75
100-149	\$1,800 plus \$30 for each Duty Day between the 100 th and the 149 th day.
150+	\$3,300 plus \$40 for each Duty Day over 150

Article 11

Personal Days and Merit Days

Section 1a. Effective July 1, 2000, each employee shall be granted one 24-hour personal day per year.

Section 1b. Personal days may only be used during that fiscal year. Personal days will not be accumulated.

Section 1c. Personal days may be split into four (4) hour segments. The segments may be used, subject to the following restrictions:

1. Personal leave shall not be taken on July 4th, Thanksgiving, December 24th, or December 25th. A minimum of four (4) hours notice is required to apply for Personal leave.

2. Personal leave shall be available on a first-come, first-served basis, subject to the restriction that no more than one member of the Work Group may take personal leave or merit time that creates overtime.

Section 2a. Effective July 1, 2000, in addition to the personal days provided in Section 1, one-half Merit day for each consecutive four-month period with no sick leave usage up one (1) Merit day in a fiscal year. Each four-month period shall begin on the first of the month following the last sick day used.

Section 2b. Merit days may be accumulated to a maximum of 48 hours.

Section 2c. Merit days may be scheduled and taken in conjunction with vacation selections under similar selection guidelines.

Section 2d. Merit days may also be scheduled and used in the same manner and under the same conditions as personal days in Section 1c above.

Section 3. Personal leave requests starting at 0700 will only be granted if another member will accept the coverage. There will be no holdover to cover personal leave requests of less than 12 hours. If no one accepts the coverage, the request for use of personal leave will be denied.

Article 12

Duty Day Exchange

Section 1. Employees may exchange duty days if such exchanges would not interfere with the operation of the Department, and if such exchange is approved by the Chief or their designee, in their sole discretion.

Article 13

Bereavement

Section 1. Except under unusual circumstances bereavement leave without loss of pay, for purposes of participation in the wake or funeral, will be granted by the Chief, not to exceed two (2) duty days in the event of a death in a fire employee's immediate family. Immediate family means the employee's spouse, child, step children, mother, father, or immediate members of the employee's household.

Bereavement Leave not to exceed one (1) duty days in the event of a death in a fire employee's extended family. Extended family means the employee's brother, sister, step-mother, step-father, step-brother, step-sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, or grandfather, aunt, uncle and grandchild.

Additional leave may be granted from other accumulated benefits, at the discretion of the Chief, in the case of extenuating circumstances.

Article 14

Vacations

Section 1. Annual vacations with pay will be granted in each calendar year after periods of continuous full-time employment set forth below, provided that an employee shall not become eligible for increased vacation after July 1, of any calendar year:

<u>Time Employed (as of July 1)</u>	<u>Length of Vacation</u>
Up to 6 months	one-half duty day for each month prior to July 1 st
6 months - 5 years	4 duty days

5 years - 10 years 6 duty days
 10 years - up 8 duty days

Vacations with pay shall not be granted to temporary employees.

Section 2. At the discretion of the Personnel Board, and on the recommendation of the Chief, and upon a written request by the employee, vacations may be carried over from one year to another where circumstances beyond the control of any single employee preclude the enjoyment of the usual annual vacation period.

Section 3. A shift may be split into and taken in a twelve (12) hour segment for vacation purposes. An employee desiring to take vacation in a twelve (12) hour segment must give the Shift Commander not less than twenty-four (24) hour's advance notice. Vacation time may be combined with Personal Leave, Merit Days, Holiday Compensation or compensatory time for scheduling purposes, subject to the rules governing the selection process.

Section 4. No employee may schedule leave for December 25th. Any employee who is scheduled to work on December 25th may choose to pick December 21 and December 29 to be counted as consecutive days."

Section 5. No more than two members of a Work Group may be on scheduled leave at a time, with the exception of leave selected in the first round of annual leave selection (see Rules for Annual Leave Selection, attached Appendix D) and Personal leave, as provided in Article XI, Sect. 1, part c.

Section 6. Any change in the method by which vacation times are selected shall be implemented only after the Union is provided advance notice of the proposed change and an opportunity to discuss such change with the Chief.

Section 7. An employee who leaves the service of the Town before the end of the calendar year, for any reason other than death or a layoff due to a reduction in force, shall be considered to have earned one-twelfth (1/12th) of their annual vacation for each month, or portion thereof, worked. The Town may recoup any vacation pay received which is in excess of the vacation pay earned as of the date the employee leaves the service of the Town. This provision shall not apply to employees who have been employed in the department twenty or more years or to employees laid off due to a reduction in force.

Section 8. "Day employees" assigned to a 40 hour schedule shall accrue vacation time at a rate of one vacation week for each two vacation Duty Days that comparable 24-hour shift employees are given. Vacation leave benefit calculations between 40 hour per week and 24-hour shift work shall be at 40 hours off for each two "Duty Days".

Article 15

Holidays

Section 1. The following are designated as holidays hereunder:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veterans Day
Memorial Day	Thanksgiving Day
	Christmas Day

Each such holiday shall be observed on the day established for its observance by Massachusetts's law.

Section 2. Employees other than the Fire Prevention Officer and other members whose positions involve only a day schedule shall receive, as compensation for working Holidays, four (4) Duty Days per year, to be accrued at a rate of one-third (1/3) of a Duty Day, either as additional pay or compensatory time off, for each month the employee works. The Fire Prevention Officer shall receive, in addition to any other applicable holiday benefits to which they are entitled, an annual holiday stipend, payable at the same time as other bargaining unit members receive their holiday payments. The amount of the holiday stipend shall be determined by multiplying the Fire Prevention Officer's base salary rate shown in the Fire Department Weekly Salary Schedule by the number of holiday hours received by other employees covered by this agreement.

Section 3. Holiday compensation may be used as scheduled time off. Such time off may be scheduled and taken in conjunction with the vacation selection under similar selection guidelines. An employee may be paid upon written request for the balance of Holiday compensation, which has not been used or scheduled by December 1. Payment will be made at the employee's prevailing hourly rate. No Holiday compensation may be carried into the next calendar year.

Section 4. An employee who leaves the service of the Town before the end of the calendar year, for any reason other than death or a layoff due to a reduction in force, shall be considered to have earned one-twelfth (1/12th) of their annual Holiday compensation for each month, or portion thereof, worked. The Town may recoup any Holiday compensation received which is in excess of that earned as of the date the employee leaves the service of the Town.

Article 16

Uniforms

Section 1. The Town, at its expense, shall provide protective firefighting equipment required by the Fire Chief for members of the Fire Department.

Section 2. The Town, at its expense, shall issue a uniform to each new uniformed Fire Department Employee, and shall provide for reasonable replacements through a uniform allowance system.

Section 3a. The maximum expenditure through the uniform allowance system shall not exceed \$750 per employee each fiscal year, effective July 1, 2017, and \$800, each fiscal year, effective July 1, 2018, and \$850, each fiscal year, effective July 1, 2019. Uniform Allowance carryover shall not exceed \$100 per contract year.

Section 3b. Members will be allowed to expend the allotted uniform allowance on Fire and EMS tools, equipment, training materials, or other non-uniform items subject to prior approval of the Chief."

Section 4. The Hingham Fire Department Dive Team will be provided \$4,000 per year to be used for the purchase and maintenance of dive equipment. The funding may be spent by the Dive Master with the approval of the Fire Chief. All equipment purchased will be under the control of and remain the property of the Hingham Fire Department. The Dive team shall be limited to no more than ten (10) members who have been certified by PADI or an equivalent organization, proposed by the Dive Master and approved by the Fire Chief. A list of members

will be furnished by the Dive Master to the Fire Chief by each October 1st for the next fiscal year.

Article 17

Workweek/Workday

Section 1. The regular workweek for full-time employment of a “24 hour schedule employee” shall be an average of forty-two (42) hours over an eight (8) week cycle.

Section 2. Hours of work shall be a twenty-four hour duty day, 7 a.m. to 7 a.m., followed by 72 hours off-duty. Employees who are late may be docked pay and/or disciplined.

Section 3. The regular workweek of a “Day Employee” (e.g. The Fire Prevention Officer) shall be forty (40) hours per week on a schedule posted by the Fire Chief.

Section 4. No member will be permanently transferred from a 24 hour work schedule to a 40 hour schedule except by mutual agreement.

Article 18

Shift Differential

Section 1. Employees regularly assigned to work a 24 hour schedule and the Fire Prevention Officer and other members whose positions involve only a day schedule shall receive as a shift differential a weekly payment equal to 4.5%% of the FS-2, D weekly pay rate, effective July 1, 2017, 4.7% effective July 1, 2018, and 4.9% effective July 1, 2019.

Section 2. Such shift differential shall be included in the computation of vacation pay, sick leave pay, and holiday pay, effective July 1, 2012.

Section 3. Newly appointed members working days as part of their training or attending a fire academy as part of their recruit training will not be eligible for shift differential.

Article 19

EMT and Defibrillation Differential

Section 1. To be eligible for the EMT incentive, a person must be State Certified as an EMT, with a current American Heart Association CPR/AED Certification. The Differential, payable weekly, shall be \$34.67 per week (\$1810.00 per year), effective July 1, 2007, and then increased to \$38.31 per week (\$2,000.00 per year), effective July 1, 2009. (The prior two sentences shall not be effective on and after April 1, 2015.) A Differential of \$6.00, payable weekly, shall be paid to those non-EMT employees who have maintained AHA CPR/AED certification. The Chief shall appoint an EMS Coordinator, a Senior Assistant EMS Coordinator and two Assistant EMS Coordinators. Both must be State certified as EMT’s, with current AHA CPR/AED certifications. The EMS Coordinator and the Senior Assistant EMS Coordinators shall have such duties with respect to the Emergency Medical Services for the Town of Hingham Fire Department for coordinating, maintaining, licensing and supplying the ambulance and EMS service. They shall also coordinate the instruction and training for the EMT’s as well as First Responder and CPR training and instruction for the Fire Department personnel. The duties of the Assistant EMS Coordinators shall be determined by the Chief of the Fire Department. All positions shall report to the Chief of the Fire Department, unless they delegate certain reporting responsibilities. The additional compensation for the EMS Coordinator shall be \$100.00 per week, for the Senior Assistant EMS Coordinator shall be \$50.00 per week and for the Assistant EMS Coordinators shall be \$25 per week.

Section 2. Effective July 1, 1994, each new firefighter shall become a certified EMT within 18 months of their date of hire and shall maintain such certification for the duration of their career.

Section 3. Effective July 1, 1994, an EMT certification will be required as a condition of appointment to the position of Lieutenant, and such certification shall be maintained for the duration of the appointment.

Section 4. Any employee who is unable to re-certify their EMT certificate due to illness or injury, or military leave shall be granted reasonable time to re-certify after returning to work.

Section 5. The incentives of this Article do not apply to employees being compensated at the FS-2 level of pay. Effective April 1, 2015, this Section shall be deleted.

Section 6. The Department shall make available and pay the costs of ongoing training and recertification classes for any employees who are available to work as EMT-B on the Ambulance.

Article 20

EMT-P Definition and Differential

Section 1. To be eligible for the pay rate of FS-2, an employee must be licensed by the State as an EMT-P, and be authorized to operate under the protocols and guidelines of the Office of Emergency Medical Services (OEMS) for the OEMS Region. The employee must also be available to work in a rotational assignment on the ambulance. Instruction and Training, Duty Assignments and Rotations, and License Requirements will be coordinated through the EMS Coordinators.

Section 2. Personnel hired as EMT-Ps may be required to maintain their status as an EMT-P as a condition of continued employment.

Section 3. Any Member may apply to become trained as EMT-Ps. The Chief of the Department, after consultation with the EMS Coordinator, shall select the individuals that will be trained. The Department shall pay the costs of tuition, books, and all fees incurred for the training. The individuals will be allowed release time (with pay) from normally scheduled work as required to attend classroom hours. The individuals will schedule the remaining Clinical and Ride-Along times required on their own (off-duty) time. Any individual participating in the EMT-P Training Program shall be compensated with a stipend amount of (\$6,000.00), to be paid: \$2,000.00 at the mid-point of the classroom requirements, \$2,000.00 upon successful completion of the classroom requirements, and \$2,000.00 upon receipt of State Certification as a licensed Paramedic (EMT-P). Any individual successfully completing the requirements and becoming a Certified EMT-P under this provision shall maintain such Certification and be available to work on the Ambulance as an EMT-P for the duration of their career.

Section 4. Personnel hired after July 1, 2021 may be required, as a condition of continued employment to obtain and maintain paramedic certifications as described above. Sole compensation for the initial training and certification will be as described in Section 3, above. Selection for such requirement will be in inverse seniority, based on the needs of the Department.

Section 5. The Department shall make available and pay the costs of ongoing training and recertification classes for any employees who are available to work as EMT-P on the Ambulance.

Section 6. EMT-P certified members will receive, in addition to all other compensation, \$10 for each full duty day actually worked on the ambulance. This additional amount shall be increased from \$10 per duty day to \$12 per duty day, effective July 1, 2008.

Section 7. In the event the Town moves to hiring only basic EMTs or changes the way the Union provides EMS services to the Town by way of a P/B service, the Town agrees to impact bargain this change prior to its taking effect. The Town agrees this constitutes a change to the members' current working conditions, making it a mandatory subject of bargaining.

Article 21

Educational Incentive Program

Section 1. Effective July 1, 2011, employees who have attained an Associate's, Bachelor's or Master's Degree in Fire Science, Fire Protection Engineering or Emergency Medical Services from an institution of higher education accredited by the New England Association of Colleges and Secondary Schools shall be eligible for an educational incentive payment to be paid on to eligible employees on a weekly basis.

Section 2. Educational incentive pay amounts shall be as follows:

Associate's Degree:	\$3,500 per year
Bachelor's Degree:	\$5,000 per year
Master's Degree:	\$6,000 per year

An educational incentive payment shall be based on an eligible employee's highest level of attainment at the start of the Town's fiscal year.

Section 3. A committee comprised of the Fire Chief, the Deputy Fire Chief, the Town Administrator and two representatives appointed by the Union will consider requests for approval from employees for degrees in fields other than the three which are referenced in Section 1 above, but which are directly related to the performance of services of the Department. The committee shall also consider requests that schools other than those which have been accredited by the New England Association be approved. Any decisions regarding the foregoing shall not be subject to grievance or arbitration under the Agreement.

Section 4. In order for an eligible employee to receive pay under this article, the employee must furnish an official copy of their diploma to the Fire Chief."

Section 5. Any employee who possesses a degree that is not approved under the conditions of section 3 shall be entitled to payment as follows:

Bachelor's Degree or higher:	\$1,500 per year
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As in section 4, the employee must furnish an official copy of their diploma to the Fire Chief.

Article 22

Training Courses

Section 1. All compensation for training shall be subject to the approval prior to attendance by the Fire Chief or their designee and a determination by them that such course will enhance the employee's qualifications and knowledge to perform their duties.

Section 2. The level of compensation will be determined based on the following funding levels:

Section 3. All new hires will be required to attend and successfully complete the Massachusetts Fire Academy Recruit Program and attain certification for Firefighter 1 and 2 within one (1) year of hire.

Section 4. All lieutenants promoted after 1/1/22 will be required to attend and successfully complete the Massachusetts Fire Academy (or equivalent) Fire Officer 1 Training Program and obtain Pro-Board certification as such within two (2) years of promotion. All captains promoted after 1/1/22 will be required to attend and successfully complete the Massachusetts Fire Academy (or equivalent) Fire Officer 2 Training Program and attain Pro-Board certification as such within two (2) years of promotion. The Chief may extend the two-year period if the employee has made a good faith effort to attend the requisite fire officer training program but has not been able to gain entrance to a class successfully.

Level I

Department provides cost of course, travel, lodging, release time from duty, overtime for off-duty days (8 hour per day maximum).

Type of Training

Training considered to be of significant benefit to the Town and the Department, which must also be appropriate to the position the individual and/or any training which is mandatory, with the exception of the initial paramedic training (which is compensated under Article XX, section 3)

Level II

Department provides cost of course, release time from duty and some additional costs may be covered on a case-by-case basis.

Type of Training

Training which is of benefit to the Town and the Department but of either a lower priority than Level I training or limited direct applicability to the position the individual currently holds.

Level III

Department provides cost of the course only. The individual is responsible for any additional costs and arranging any required time off from duty, either with trades or use of leave benefits.

Type of Training

Training which is of limited benefit to the Town or is not directly applicable to the position the individual holds.

Article 23

Longevity Incentive

Section 1. Regular full-time employees shall be eligible to receive longevity incentive pay in accordance with the following schedule.

Continuous Full-Time Employment Annual Amount of Career Incentive Pay

At least 10 years, but less than 15 years	\$900
At least 15 years, but less than 20 years	\$1,000

At least 20 years, but less than 25 years	\$1,100
At least 25 years, but less than 30 years	\$1,300
At least 30 years	\$1,600

Section 2. Longevity incentive pay shall be paid as follows:

One-half of the applicable annual amount shall be payable as of December 31 to each eligible employee and one-half of the applicable annual amount shall be payable as of June 30.

Section 3. Effective July 1, 1997, an eligible employee who retires with a pension from the Town shall receive a pro rata longevity incentive payment adjusted to the first day of the month in which the employee retires.

Article 24

Military Duty

Section 1. Any employee who is a member of the air national guard or the army national guard or a reserve component of the armed forces of the United States and who is called to active service in the armed forces of the United States on or after July 1, 2001:

- (1) Shall be entitled to receive pay at their regular base salary as a Town employee, and shall not lose any seniority or any accrued vacation, sick leave, personal leave, compensation time or earned overtime. Such employee shall be paid their regular base salary as a Town employee reduced by any amount received from the United States as pay or allowance for military service performed during the same pay period. Regular base salary shall exclude overtime pay, shift differential pay, hazardous duty pay or any other compensation.
- (2) Shall accumulate creditable service as defined in section 1 of Chapter 32 of the General Laws for the time spent on active service, to the extent permitted by law; and
- (3) Shall continue eligibility for hospital, surgical, medical, dental, and other health insurance benefits which they would have received if not called to active service, with no change in employee contribution.

For the purposes of this subsection, the term "active service" shall not include active duty for training in the Army National Guard or Air National Guard or as a reservist in the armed forces of the United States.

Article 25

Infection Control Program

Section 1. The Town of Hingham will fund and provide an infection control program. The infection control program will make available, at no cost to the member, the following inoculations and tests:

Hepatitis B	initial inoculation series
Hepatitis B	titer and follow-up series
Tuberculosis	annual testing
Influenza	annual inoculation

Other required testing and inoculation on a per need basis, based on duty related exposures that are reported.

Article 26
Detail Rates

Section 1. The rate of pay for a private, non-Town detail for all employees shall be an amount equal to one and one-half times the maximum rate of pay of a Firefighter/Paramedic (FS-2, step D) as shown in the Salary Schedule, plus \$5.00 per hour, with a four (4) hour minimum.”

Section 2. An employee who works a private, non-Town detail shall be entitled to minimums as follows:

0 to 4 hours	=4 hours
Over 4 to 8 hours	=8 hours
Over 8 to 8.5 hours	=8.5 hours
Over 8.5 to 12 hours	=12 hours
Over 12 to 16 hours	=16 hours

Section 3. If any private, non-Town detail is canceled by the party who requested the detail, less than one (1) hour prior to the scheduled starting time of the detail, the party who requested the detail shall be required to pay the four (4) hour minimum for the detail. The member assigned to such detail shall be paid the four (4) hour minimum for the detail as provided in Section 2.

Section 4. Any private, non-Town detail scheduled on any of the eleven (11) Holidays listed in Article 15.1, as well as the night before Thanksgiving, Christmas Eve, and New Year’s Eve, will be paid at one and one-half (1 ½) times the current detail rate, as provided in Section 1, and with the same minimums as provided in Section 2.

Article 27
Engineer Pay

Section 1. An Engineers Committee, consisting of the Master Mechanic, two members assigned by the union, and one member appointed by the Chief, shall be formed to establish departmental standards for engineer/operator certification.

Section 2. Engineer proficiency pay in the amount of \$10.00 per duty day will be paid to a certified engineer/operator when assigned to drive and operate first-line pumping apparatus. To be eligible for Engineer Pay the member must:

- a. have successfully completed all departmental requirements;
- b. be certified and approved by the Engineers Committee;
- c. be assigned to drive and operate first-line (over 1000 g.p.m.) pumping apparatus for the full duty day.

Article 28Group Insurance

Section 1. A group health insurance plan (Blue Cross/Blue Shield Master Medical, its equivalent, or an improved plan) as approved by the Select Board shall apply to the employees covered by this agreement.

Section 2. A group life and accidental death and dismemberment insurance policy with a limit of five thousand dollars (\$5,000.00) shall apply to the employees covered by this Agreement.

Section 3. The cost of the above-mentioned plans in Section 1 and 2 shall be shared on the same basis as other Town employees.

Section 4. The Town will not operate the insurance program but an insurance company or companies will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts. Any claim or dispute concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance or arbitration procedures herein.

Article 29Indemnification

Section 1. The Town agrees to abide by the provisions of M.G.L. Chapter 111C, Section 14 as it relates to indemnification of fire employees for liability for reasons set forth therein.

Article 30Residence

Section 1. Residence for members of the Hingham Fire Department shall be in accordance with M.G.L. Chapter 31, Section 58, as amended by Chapter 38, Section 50 of the Acts of 2013. The parties have agreed that members will be in compliance if they reside in any community listed in Appendix E. The communities listed have been selected because they are within thirty (30) miles of the Town at the closest border points.

Article 31Seniority

Section 1. Seniority within the department shall be determined as follows:

- (a) by rank;
- (b) by date of hire with the Hingham Fire Department, and in the case of the same date, by length of service to the Town and if still tied, by position on the Civil Service Certification List and if still tied, by length of Civil Service time.

Section 2. Bridge Provision: Former employees of the Town who are rehired within two years of the termination of the previous employment shall received credit for accrued unused sick leave accumulated previously and credit for prior service in determining vacation benefits. Upon the recommendation of the Department Head, the Personnel Board may authorize in writing rehiring the individual at a higher step in the grade for the new position, but not to exceed the additional steps that would have been credited based on the length of the former employees, but as to current employees shall not authorize retroactive payment of salary or

benefit. Step increases for current employees may be applied for within three months of execution of the contract.

Section 3. Members of the Department must have 3 years of Departmental seniority for promotion to Lieutenant and 6 years for promotion to Captain.

Article 32

Annual Transfers

Section 1. Members will be given an opportunity to request transfer by station and work group assignment for the next year. The Chief will consider the skills of the individuals, the needs of the Department and the community, along with the preferences of the individual members, when making such assignments. Final authority for duty assignments shall rest with the Chief of the Department.

Article 33

Safety Committee

Section 1. There will be a Safety Committee comprised of the Fire Chief, Deputy Fire Chief, two members appointed by the Union, the Town Administrator and a member of the Personnel Board. The Safety Committee will meet biannually to discuss matters relating to firefighter safety, including personal protective gear and equipment. Safety Committee meetings will be held subject to Article V, Section 2.

Article 34

Leaves of Absence

Section 1. The Town may require medical certification prior to approving a request for leave under The Family and Medical Leave Act of 1993.

Section 2. The Town shall grant maternity leave to employees in accordance with the Massachusetts Maternity Leave Act, ("MMLA") and the Family and Medical Leave Act, ("FMLA"). The employee's FMLA leave shall run concurrently with the employee's MMLA leave.

When an employee becomes pregnant, they shall furnish the Chief/Deputy Chief of the Department with a certificate from their physician stating the expected date of their delivery. They may continue to perform firefighting duties so long as their physician certifies that they are able to do so. A physician certificate is to be provided to the Chief/Deputy Chief of the Department on a monthly basis during the term of the pregnancy.

A leave form provided by the Department must be completed by the employee and approved by the Chief/Deputy Chief prior to the beginning of the employee's maternity leave. During any period of FMLA leave an employee must use all accrued sick time, personal days and compensatory time. Vacation leave may be used at the discretion of the employee. Any period of FMLA and/or MMLA leave used by an employee after the employee has exhausted accrued paid time off shall be unpaid.

An employee must notify the Chief/Deputy Chief at least two (2) weeks in advance of their desire to return to work and provide the Department with a certificate from their physician approving their return to work on an unrestricted basis.

Article 35Continuity of Operations

Section 1. No Strikes or Lockouts. The Union agrees that during the term of this agreement, no employee shall engage in, induce or encourage any strike (whether sympathetic, general, or any other kind), slowdown, withholding of services, picketing, demonstration at the Town's premises, or any other interference with the Town's operations. The Town agrees not to conduct a lockout.

Section 2. Disciplinary Action for Violation. The Town may impose disciplinary action including discharge upon any and all employees involved in a violation of this Article.

Section 3. Legal Action for Violation. In the event of a violation of this Article, the Town or the Union, as the case may be, may institute legal action immediately against the other.

Article 36Grievance Procedure

Section 1. A grievance shall be defined as a complaint by one or more employees that the Town has interpreted and applied this agreement in violation of one or more express and specific provisions hereof.

Section 2. "Before a grievance is submitted in the formal grievance procedure set forth in Section 3, the aggrieved employee may present the matter informally to the Fire Chief or designee (in their absence the person acting for them). Every effort should be made to reach a resolution to the grievance through this informal procedure. In order to participate in the informal procedure the grievance must be presented to the Fire Chief or designee within 5 (five) calendar days of the date the employee knew or reasonably should have known of the basis for such grievance."

Section 3. Grievances shall be processed as follows:

Step One: In order to be considered in this grievance procedure, a grievance must be presented initially to the Fire Chief or designee within ten (10) calendar days of the date the employee knew or reasonably should have known of the basis for such grievance. The Fire Chief or designee shall meet with the grievant, and if the grievant so chooses, a representative of the Union, within ten (10) calendar days after such initial presentation to discuss the grievance. The Fire Chief or designee shall provide a written decision within seven (7) calendar days after the conclusion of such meeting.

Step Two: If the grievance is not settled at Step One, the grievance shall be presented in writing to the Town Administrator or designee within seven (7) calendar days of the decision at Step One. A hearing on the grievance will be held by the Town Administrator or designee, in accordance with the provisions of Chapter 263 of the Acts of 2016 (An Act Relative to the Town Administrator in Hingham). The Town Administrator or designee shall meet with the grievant and, if the grievant so chooses, representatives of the Union, within fourteen (14) calendar days after receipt of the written grievance. The Personnel Board and the Fire Chief or designee shall be invited to the hearing. The Town Administrator or designee will provide a written response within seven (7) calendar days after the conclusion of the hearing.

Step Three: If the grievance is not settled at Step Two, the Union may submit to arbitration a grievance which involves the interpretation and application of an express and specific provision of this agreement, by giving written notice to the Town Administrator or designee, within Thirty (30) calendar days after the date the written answer was due in Step Two.

Section 4. Written submission at each step shall be in triplicate (one copy for the Chief or the Town, one for the Union and one for the grievant) on forms mutually agreed upon by the parties and shall be signed by the grievant and a representative of the Union prior to first step submission. If the grievance is settled at any step of the grievance procedure, the settlement shall be so noted on the grievance forms and signed by the representatives of the parties who reached the settlement. If a grievance is not settled at any step, the answer of the Town shall be written on the form and presented to the Union as provided in Section 3.

Section 5. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days after receipt by the Town Administrator of the written notice required at Step Three, then the Union may refer the grievance within twenty (20) calendar days of said receipt to the American Arbitration Association for the selection of an arbitrator in accordance with its rules applicable to labor arbitration. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provision of this agreement. The expenses of the arbitration proceedings, including the fees and expenses of the arbitrator, shall be shared equally by the Town and the Union. Each party shall bear the cost of preparing and presenting its own case.

Section 6. If a grievance is not presented initially or is not appealed to a higher step or submitted to arbitration within the time limits set forth in this Article, it shall be considered waived and shall not be subject to arbitration. Failure of the Town to give an answer to a grievance at any step within the specified time limit shall not be deemed acquiescence to said grievance, but shall qualify the grievance to be carried to the next step.

Section 7. The function of the arbitrator is to determine the interpretation and application of express and specific provisions of this Agreement. There shall be no right of arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in modification or alteration of, addition to, or detraction from, any of the provisions of this Agreement. In any case involving a matter of judgment of the Fire Chief, no arbitrator shall substitute their judgment for that of the Chief and no arbitrator shall set aside the decision of the Chief unless they determine that it was without any reasonable basis. The arbitrator's award shall be in writing, setting forth their findings of fact, reasons and conclusions and copies thereof shall be furnished to the Town and the Union. The decision of the arbitrator, if within the scope of their powers and authority pursuant to M.G.L. c. 150C, under this Agreement and made in accordance herewith, shall be final and binding upon the parties.

Section 8. A Union representative who is scheduled to be on duty at the time when a grievance meeting will be held under this Article will be released from duty without loss of regular pay for the time needed to attend the meeting, provided the representative gives the Shift

Commander not less than forty-eight (48) hours notice of their desire to attend the meeting. It will be the responsibility of the Union to find the necessary coverage to fill the open position(s).

Article 37

Promotional Exams

Section 1. New Article entitled "Promotional Exams" and to read as follows: "The Fire Chief shall call for both a Fire Lieutenant's and Fire Captain's promotional exam every two (2) years. However in the event that an exam is postponed or that no candidate who took the exam receives a passing grade the Fire Chief may call for a promotional exam, for either rank, in less than two (2) years.

Section 2. When a vacancy occurs in any collateral duty position contained within this agreement, said vacancy shall be posted for applications within fifteen (15) calendar days of the vacancy and shall be filled within forty (45) calendar days from the date of the vacancy.

Article 38

Drug and Alcohol Policy

Prohibited Conduct: The following conduct shall constitute an offense under this Article:

- a. The possession, use, transfer, manufacture or sale of any illegal drug.
- b. The possession or use of alcohol during working hours, or while using Town vehicles or facilities.
- c. Driving under the influence of alcohol or drugs while operating a Town vehicle.
- d. Reporting to work with the metabolite of an illegal substance in the body, with a blood alcohol level above 0.02 or impaired by drugs or alcohol.
- e. Commission of any drug related offense.

Any employee who is arrested either on a drug-related offense or driving while intoxicated must notify the Chief immediately, irrespective of whether the conduct occurred during working time. For purposes of this Section, possession shall refer to unauthorized possession. An employee with a valid prescription for medical marijuana shall not be deemed to be in unauthorized possession.

Prohibited Drugs: For the purpose of this Article, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this Article and may be illegal.

An employee who is taking a controlled substance under a valid prescription should check with their physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently. Any questions or doubts should be raised with the Chief, who will consult with the Town's physician. The employee will give permission for the Town's physician

to consult with their physician. All efforts will be made to protect the employee's medical confidentiality. Employees are required to take whatever steps are necessary to allow the Chief to communicate with the physician prescribing the medications. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol, Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

Drug and Alcohol Testing

A. Employees are required to submit to drug and/or alcohol testing in the following situations:

1. **New Hires:** Each new employee will submit to a drug test shortly after the Town has made a conditional offer of employment. Should the candidate fail the test, the offer of employment shall be deemed revoked.
2. **Reasonable Suspicion:** An employee may be tested after a determination is made that there is reasonable suspicion to test the employee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs or alcohol so that the employee's ability to perform their duties is impaired. Reasonable suspicion shall be based upon objective facts obtained by the department and the rational inferences that may be drawn from those facts. The available information, the degree of corroboration, the results of any inquiry and any other relevant factors shall be weighed in determining the presence or absence of reasonable suspicion. The determination of reasonable suspicion must be made by a Lieutenant, Captain, the Deputy Chief or the Chief and approval must be obtained from the Deputy Chief, the Chief or, in their absence, a designated Captain prior to ordering a test.
3. **Post Incident:** Any employee involved in an accident/incident on the job involving an unsafe practice or violation of a safety rule, standard or policy, may be directed by the Town to submit to a drug and/or alcohol test where there is reasonable suspicion to believe that alcohol or drugs were involved. In cases where the determination is made by a Lieutenant or Captain the Lieutenant or Captain will obtain approval from the Chief, the Deputy Chief or, in their absence, a designated Captain prior to ordering a test.
4. **Follow-Up Testing:** An employee, who has violated the drug and alcohol policy, may be required to submit to follow-up testing as a condition of their continued employment. The length of this period shall be determined by a substance abuse professional ("SAP") as discussed below. A program of follow-up testing will be set forth in writing and will continue for a set period of time. During a follow-up testing period, an employee will be subject to unannounced testing for drugs and/or alcohol.
5. **Failure to Submit to Testing:** A failure or refusal to submit to testing as outlined above, or refusal to cooperate with the testing laboratory, shall be treated as a positive test and shall constitute Prohibited Conduct.

B. Alcohol Testing Procedures:

The Town will make arrangements to transport the employee to the testing site for a blood or breathalyzer test. All breath screen tests shall be administered by a certified collection site facility utilizing DOT approved equipment and DOT procedures. All blood alcohol tests shall be administered by a certified collection site facility following established procedures for identification and chain-of-custody safeguards. The employee's blood alcohol level shall be reported to the Town immediately.

C. Drug Testing Procedures:

1. Collection: An employee subject to drug testing will be directed in writing to report at a specified time to the testing site. If necessary, the Town will make arrangements to transport the employee to the testing site. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. The sample will be properly sealed and labeled, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce picture identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test. All testing shall be done by laboratories certified under the Department of Health and Human Services (HHS) mandatory guidelines for federal workplace drug testing programs and shall comply with such guidelines.
2. Processing: Urine samples will be screened initially by an Immunoassay or comparable screening test, with positive results confirmed by Gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines and any other non-prescription, illegal drug(s) that may be detected by the testing process.
3. Reporting of Results: The results of a drug or alcohol test will be reported verbally and in writing to the Chief or the person they designate to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. The results of the test will be maintained in the strictest confidence by the Town and will not be disseminated except on a "need to know" basis. Positive Results: Before a positive test is reported to the Town by the testing laboratory, the doctor who interprets the results ("Medical Review Officer") will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer shall require that the employee produce any necessary written proof and the employee shall authorize the Medical Review Officer to obtain further information from their health care providers. If the Medical Review Officer determines that the employee's explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as

“negative”. The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee’s cooperation in order to make this determination, the positive result will be reported to the Town. The Medical Review Officer shall be a licensed physician with knowledge of substance abuse disorders who has been approved by a National Institute of Drug Abuse certified laboratory retained by the Town/Police Department. The Medical Review Officer shall not be an employee of the laboratory conducting the drug test.

4. Testing Laboratory: The testing laboratory shall be selected by the Town from among laboratories that are certified by the Federal Government’s Department of Health and Human Services.

D. Searches:

The Town has the right to search for alcohol or drugs on Town-owned or controlled premises, including in desks, tool boxes, Town vehicles, or in other Town owned or controlled containers on the premises that may conceal substances prohibited by this policy. Employee’s lockers may be searched at the discretion of the Town provided that the employee whose locker is being searched is present during the search. It is expected that in certain circumstances the Town may request that employees permit searches of their person. This provision will in no way restrict or limit law enforcement’s right to conduct searches of the person in accordance with the then in effect criminal law. However, any such search shall require reasonable suspicion in accordance with the standard set forth in section A. 2 of this policy.

E. Enforcement and Discipline:

1. Any employee who violates this Article will be subject to discipline up to and including discharge. In such a case, the employee’s continued employment may be subject to certain conditions, which may include participation in a rehabilitation program, follow-up drug and alcohol testing, and/or a so-called Last Chance Agreement. This Policy will in no way limit or restrict the Town’s right and ability to impose discipline upon employees who violate this policy for underlying conduct that in any way relates to a violation of this Policy.
2. In the case of the first offense, the Town may take disciplinary action, but the employee may not be discharged. In order to qualify for this safe harbor first offense, the employee shall be required to meet the following conditions:
 - a. The employee will be screened and evaluated for substance abuse by a substance abuse professional (“S.A.P.”) designated by the Town. The SAP must be a recognized professional with expertise in this area.
 - b. The SAP will provide the results of the screening and evaluation to the employee and to

the Town, along with the SAP's recommendations for treatment. The employee shall take any necessary steps to release the SAP to communicate and share information with the Town.

- c. The recommended treatment will be set forth in writing, and shall include a set period of follow up testing, based upon the recommendation of the SAP. The employee shall be required to abide by all aspects of the treatment plan.
- d. The employee shall bear the responsibility for the cost of the evaluation and any treatment recommended, to the extent it is not covered by health insurance. Any leave required for the purpose of attending treatment, or due to the employee's incapacity to perform the essential functions of the job, shall be unpaid. However, unpaid leave may be covered by accrued paid leave to the extent permitted by the Town's Family and Medical Leave Policy, except where the leave runs concurrently with a disciplinary suspension.
- e. Failure to abide by the conditions herein, the treatment plan, the terms of a Last Chance Agreement, or any subsequent violation of this Article, shall subject the employee to further discipline up to and including discharge.
- f. Employee Assistance Program: Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program ("EAP"). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee's participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant's written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed whether the employee is participating as required (i.e., keeping scheduled appointments). Employees who voluntarily request help through the EAP shall not be disciplined or otherwise subjected to adverse consequences for seeking such help.
- g. Disputes: All disputes concerning the application, meaning or interpretation of this Policy shall be subject to the contractual grievance arbitration mechanisms of the collective bargaining agreement.

Article 39

Retirement Notice

Section 1. Effective January 1, 2015, an employee who has completed at least twenty (20) years of service in the Department and who gives at least twelve (12) months' advance notice, in writing, to the Fire Chief of their intention to apply for Superannuation retirement and who, in fact, does retire as committed, shall upon such retirement be entitled to receive a payment equal to the sum of \$2000 plus the amount of any unexpended uniform allowance for the fiscal year (see Article XVI, Section 3a).

Section 2. An employee, who within forty-five (45) days of the execution of the 2014-2017 Contract Memorandum of Agreement, gives at least six (6) months' notice and retires in calendar year 2015, shall be eligible to participate in this program. This Section b shall sunset at 11:59 pm on said forty-fifth (45th) day.

Article 40
Health and Wellness Program – Fitness Incentive

Section 1. The Town agrees to reimburse each employee up to a maximum of \$125 per year, in excess of the reimbursement provided by the employee's medical insurance, for membership at a gym or health club, provided that employee has delivered to the Town satisfactory evidence of such membership and payment.

Section 2. The Parties agree to establish a voluntary Health and Wellness Program for employees. The Health and Wellness Program will consist of an annual assessment of an employee's physical fitness based on the nationally recognized Cooper Standard. Employees acknowledge and agree that (1) participation in the Health and Wellness Program is voluntary and (2) the time spent by an employee exercising and preparing to participate in the Health and Wellness Program, is not considered in the line of duty and an employee will not be entitled to receive injured on duty payments or benefits if they are injured while exercising or preparing to participate in the Health and Wellness Program.

Each year a neutral third party selected by the Chief, in their sole discretion, will oversee the physical fitness assessments under the Health and Wellness Program. The assessment will consist of the following: (a) 1 ½ mile run or 300 meter dash; (b) sit-ups; and (c) push-ups or bench press. Each employee will select whether to participate in either the 1 ½ mile run or the 300 meter dash and in either the push-ups or bench press. All employees will participate in the sit-ups. The neutral third party will assess the employee's performance against the Cooper Standards (50th Percentile), a copy of which is attached hereto as Appendix F.

The Town will provide two dates for employees to participate in the physical fitness assessment each year, one in September and one in October. If an employee fails to meet the appropriate Cooper Standards in the September and October physical fitness assessments, they may retake the physical fitness assessments for a third time under the direction of the neutral third party selected by the Chief; provided that this additional third physical fitness assessment (a) will be at the employee's expense and (b) must be completed prior to November 1 of that year. For FY 19 only the assessments will be held in March 2019 and May 2019. Payment for FY 19 will be made in the first payroll week of June.

If an employee successfully completes the Health and Wellness Program and their physical fitness assessment meets or exceeds the appropriate Cooper Standards, such employee will be entitled to a \$1,000 payment which will be made in the second payroll week of November.

Section 3: The Town agrees to implement an annual cancer screening program for the members. A five (5) person committee comprised of the Fire Chief, Deputy Fire Chief, two (2) members appointed by the Union, and one (1) representative of Town Administration shall be formed to research, coordinate, and implement the program. The Town agrees to pay any cost for cancer screening borne by any member, in excess of what the member's personal health insurance or any state or federal program covers. This shall include any out-of-pocket cost, surcharges, or co-pays. To participate in this program, members agree to provide proof (with personal medical information redacted) of a completed annual physical exam.

Article 41:

Building Maintenance Coordinator

Section 1: The Chief shall appoint a building maintenance coordinator who will assist in coordinating and maintaining the Hingham Fire Stations. The coordinator will possess the minimum qualifications and will work under the guidelines defined in a specific job description to be developed for this position. A five (5) person subcommittee comprised of the Fire Chief, the Deputy Fire Chief, two (2) members appointed by the Union, and one (1) representative of Town Administration shall develop a job description for the position, including all duties and minimum qualifications for the position, in a manner consistent with how the Town typically creates job descriptions for non-union members. It is expected that the job description will be developed and approved by the committee (or a majority of its members) within six (6) months of ratification. The position will remain vacant if no member is interested in the position or if no member possesses the minimum qualifications for the position. The appointed building maintenance coordinator shall be entitled to a stipend of \$100 per week.

Article 42:

Transfers Into Department

Section 1: Any employee who previously has worked as a full-time career non-volunteer firefighter for another city or town in the United States, and is either hired as a new hire or transfers from another fire department, shall be entitled to benefits as follows.

- a. Salary: The employee shall be given credit for their prior years of employment as a career non-volunteer firefighter in assigning the appropriate "step" for compensation under Schedules 2, 3, and 4.
- b. Longevity: After two years of employment with the Hingham Fire Department, the employee shall be given credit for their prior years of experience as a career non-volunteer firefighter in calculating the longevity payment due said employee for a longevity incentive payment under Article 23.
- c. Vacation: After three years of employment with the Hingham Fire Department, the employee shall be given credit for their prior experience as a career non-volunteer firefighter in determining the amount of vacation to which the employee is entitled.

Section 2: The provisions of this article will apply to current Hingham Fire Department employees as of the date of ratification, except the salary provision (in subsection a.) will go into effect on 7/1/2021.

Article 43

Management

Section 1. Except to the extent that there is contained in this agreement an express and specific provision to the contrary, all rights, authority, jurisdiction and responsibility are

retained by the Town. No such right, authority, jurisdiction or responsibility shall be deemed waived or modified unless such waiver or modification is in writing and signed by the parties.

Section 2. All members must have a valid Massachusetts Driver's License to be maintained at their expense. Any loss of license must be immediately reported to the Office of the Fire Chief.

Article 44

Complete Agreement and Severability

Section 1. It is understood that this Agreement constitutes the entire agreement between the parties hereto and no amendment or modification is authorized unless it is in writing and signed by the parties.

Section 2. In the event any Federal or State law or court of competent jurisdiction invalidates any section of this Agreement, the remainder of the Agreement shall remain in full force and effect.

Article 45

Duration

Section 1. The new Collective Bargaining Agreement shall be effective from July 1, 2021 to June 30, 2024. The economic changes effective on July 1, 2021 shall be retroactive for members of the Bargaining Unit, as well as those promoted from the Bargaining Unit and still with the Hingham Fire Department, as of the date of ratification. Those economic changes shall also be retroactive for those members who retired on or after July 1, 2021, from that date to the date of their retirement.

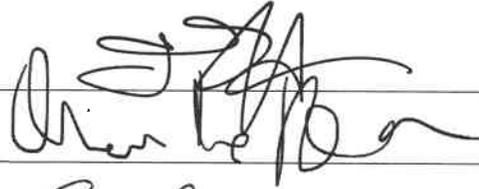
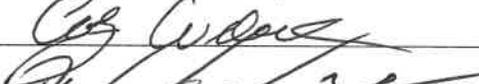
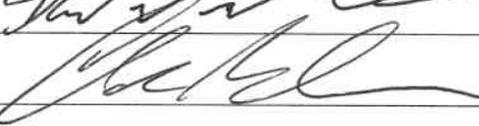
All other terms of the Collective Bargaining Agreement between the Town of Hingham and the Union, effective July 1, 2020 through June 30, 2021, and all appendices thereto, shall remain the same, except that the attached Schedules 1, 2, 3 and 4 shall be substituted for Schedule 1 in the 2020-2021 Agreement.

THE TOWN OF HINGHAM,
MASSACHUSETTS
SELECT BOARD

HINGHAM PERMANENT FIREFIGHTERS
ASSOCIATION, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
LOCAL # 2398




Date: _____




Date: 07/14/2022

APPENDIX A

International Association of Firefighters
Dues Deduction Authorization

I hereby authorize the Town of Hingham to deduct as Union dues the amount specified by the Union Treasurer from my pay each week and to pay this in cash or check to the Secretary-Treasurer of Local # 2398, Hingham Permanent Firefighters Association, International Association of Firefighters. This authorization may be withdrawn by giving at least sixty (60) days notice in writing of such withdrawal to the Fire Chief and by filing a copy thereof with the Secretary-Treasurer of the Union.

Employee's Signature _____ Date _____

Employee's Name (PRINT) _____ Dept. _____

Street Address _____

City or Town _____

APPENDIX B

International Association of Firefighters
Agency Service Fee Authorization

I hereby authorize the Town of Hingham to deduct as an agency fee the amount specified by the Union Treasurer from my pay each week and to pay this in cash or check to the Secretary-Treasurer of Local 2398, Hingham Permanent Firefighters Association, International Association of Firefighters. This authorization may be withdrawn by giving at least sixty (60) days notice of such withdrawal to the Fire Chief and by filing a copy thereof with the Secretary-Treasurer of the Union.

Employee's Signature _____ Date _____

Employee's Name (PRINT) _____ Date _____

Street Address _____

City or Town _____

APPENDIX C

Hingham Fire Department Educational
Incentive Pay – Weekly

Associate’s Degree \$48.076 per week

Bachelor’s Degree \$72.115 per week

Master’s Degree \$96.153 per week

APPENDIX D**HINGHAM FIRE & RESCUE SERVICES****Rules for Annual Leave Selection****PICKING**

The Shift Commander will preside over the selections of vacations. Vacations shall be selected by seniority among members assigned to the same Work Group. All vacation will be scheduled and taken in twenty-four (24) hour Duty Day increments. During the first round members may select up to three consecutive Duty Days' Vacation as a single selection. In any round after the first, members may select any number of consecutive Vacation Days up to the total number of Vacation Days they have remaining, as a single selection. Selections will continue, by rounds, until all members have either exhausted their Vacation benefit or pass on further scheduling. If a 12 hour vacation night request cannot be covered because no other member will cover the time, the request will be denied and the member will not be allowed to take that 12 hour vacation night. There will be no holdover to cover a 12 hour vacation night request. Members may then begin selecting any number of consecutive Holiday, Merit or Personal Leave up to the total number of days they have remaining, as a single selection. Once this initial selection process is completed midyear selection rules will apply to any additional leave selection.

HOW MANY AND WHO

During the first round of the initial selections of vacation, three (3) members from each work group may select the same vacation period. During any other time, only two (2) members of each group may be on scheduled leave simultaneously. Only one (1) officer per work group may be scheduled on leave at any time.

APPROVAL

All vacation selections shall be handled by the Shift Commander. They will then be submitted to the Chief or their designee for final approval and may be changed if there are work force conflicts. The vacation schedule is not final until approved and signed by the Chief or their designee.

CANCELLATIONS AND CHANGES

Requests for vacation changes or cancellations shall be submitted in writing on a proper form provided by the Department. The request shall be submitted to the Office of the Chief or their designee at least nine (9) days before the change. Requests granted shall be duly posted and dated on a new vacation plan. Swapping of scheduled vacations is prohibited.

MIDYEAR SELECTIONS

No more than two members of any Work Group may be scheduled on leave during midyear selections. During the term of the 2007-2010 agreement, minimum advance notice for requesting midyear vacation, holiday or merit leave will be 24 hours before the shift is to begin. Request must be submitted on the Department's Duty Leave Form. All midyear selection will be granted on a first request basis. The Shift Commander will be in charge of granting midyear leave. They shall check the group's vacation selection sheet, the Shift Commander's daily roster log, and the Shift Commander's calendar. It is each member's responsibility to use only the number of

leave days allotted. In the event someone has been hired to cover your position, at least four (4) days notice must be given to cancel a midyear vacation selection.

HOLIDAYS

The group that is working on December 25th of each calendar year shall not be allowed to use any vacation or other scheduled leave for that duty day. The group working any other Holiday may select vacations as outlined above without any limitation on Holiday selection.

INJURY OR SICK LEAVE

Personnel on injury or sick leave, who want to cancel scheduled vacation or other leave time, shall do so in writing to the Chief or the Deputy four (4) days in advance or be charged with the vacation time.

EMERGENCY CANCELLATION

Vacations may be cancelled in case of conflagration or declared state of emergency.

APPENDIX E

(Residency)

ARLINGTON	HINGHAM	PLYMPTON
ATTLEBORO	HOLBROOK	QUINCY
AVON	HOLLISTON	RANDOLPH
BEDFORD	HULL	RAYNHAM
BELMONT	KINGSTON	READING
BERKLEY	LAKEVILLE	REVERE
BEVERLY	LEXINGTON	ROCKLAND
BILLERICA	LINCOLN	SALEM
BOSTON	LYNN	SAUGUS
BRAINTREE	LYNNFIELD	SCITUATE
BRIDGEWATER	MALDEN	SHARON
BROCKTON	MANCHESTER	SHERBORN
BROOKLINE	MANSFIELD	SOMERVILLE
BURLINGTON	MARBLEHEAD	STONEHAM
CAMBRIDGE	MARSHFIELD	STOUGHTON
CANTON	MEDFIELD	SWAMPSCOTT
CARVER	MEDFORD	TAUNTON
CHELSEA	MEDWAY	TOPSFIELD
COHASSET	MELROSE	WAKEFIELD
CONCORD	MIDDLEBORO	WALPOLE
DANVERS	MIDDLETON	WALTHAM
DEDHAM	MILLIS	WATERTOWN
DIGHTON	MILTON	WAYLAND
DOVER	NAHANT	WELLESLEY
DUXBURY	NATICK	WENHAM
EAST BRIDGEWATER	NEEDHAM	WESTON
EASTON	NEWTON	WESTWOOD
ESSEX	NORFOLK	WEYMOUTH
EVERETT	NORTH ATTLEBORO	WHITMAN
FOXBORO	NORTH READING	WILMINGTON
FRAMINGHAM	NORTON	WINCHESTER
FRANKLIN	NORWELL	WINTHROP
GLOUCESTER	NORWOOD	WOBURN
HALIFAX	PEABODY	WRENTHAM
HAMILTON	PEMBROKE	WALPOLE
HANOVER	PLAINVILLE	WALTHAM
HANSON	PLYMOUTH	WATERTOWN

APPENDIX F

Hingham Fire Department Cooper Physical Standards 50th percentile

MALES	1 minute of sit ups	1 minute of Push Ups	Straight Bench Press Ratio (1 lift)	1.5 Mile Run	300 Meter Dash
20-29	40	33	1.06 x Body Weight	11min 58 sec	56sec
30-39	36	27	.93x Body Weight	12min 25sec	57 sec
40-49	31	21	.84 x Body Weight	13min 11sec	67.6 sec
50-59	26	15	.75 x Body Weight	14min 16sec	80 sec
60-65	20	15	.68 x Body Weight	15min 56sec	92 sec

Females	1 minute of sit ups	1 minute of Push Ups	Straight Bench Press Ratio (1 lift)	1.5 Mile Run	300 Meter Dash
20-29	35	26 (mod) 18 (FB)	.65 x Body Weight	14min 7 sec	64 sec
30-39	27	21 (mod) 14 (FB)	.57 x Body Weight	14min 34sec	74 sec
40-49	22	15 (mod) 11 (FB)	.52 x Body Weight	15min:24sec	86 sec
50-59	17	13 (mod)	.46 x Body Weight	17min 13 sec	100 sec
60-65	8	8 (mod)	.45 x Body Weight	18min 52 sec	114 sec

AGREEMENT

The Town of Hingham and Hingham Firefighters IAFF, Local 2398 hereby agree to extend to June 30, 2010, the temporary EMT agreement which they entered into on June 12, 2006, a copy of which is attached hereto as Attachment 1.

Signed and sealed this ____ day of _____, 2008.

TOWN OF HINGHAM

HINGHAM FIREFIGHTERS,
IAFF, LOCAL 2398

LETTER OF AGREEMENT
BETWEEN
TOWN OF HINGHAM, MASSACHUSETTS
AND
HINGHAM PERMANENT FIREFIGHTERS ASSOCIATION, LOCAL 2398, IAFF

This Letter of Agreement supplements the Memorandum of Agreement between the Town and the Association, dated June 5, 2012 as follows:

1. Article XI (Personal and Merit Days), in section 1c, add a new subsection 3, which reads as follows:

“Personal leave requests starting at 0700 will only be granted if another member will accept the coverage. There will be no holdover to cover personal leave requests of less than 12 hours. If no one accepts the coverage, the request for use of personal leave will be denied.”

2. Appendix D (Rules for Annual Leave Selection), under “Picking”, subsection 3, add a new second sentence, and under “Mid-Year Selections”, add a new sixth sentence, both of which read as follows:

“If a 12 hour vacation night request cannot be covered because no other member will cover the time, the request will be denied and the member will not be allowed to take that 12 hour vacation night. There will be no holdover to cover a 12 hour vacation night request.”

Town of Hingham, Massachusetts,
Select Board

Hingham Permanent Firefighters Association,
Local 2398, IAFF

Hingham Firefighters Association, IAFF
Local 2398
Hingham, Massachusetts

Grievance Form

Grievant (Name) _____

Submit the Following Grievance, Which Occurred On: _____
Date

As A Violation Of: _____

The Facts Pertaining To Said Grievance Are as Follows: _____

Suggested Correction: _____

Signature of Union Official/ Date

Signature of Grievant/Date

Action Taken

Step 1 Meeting Held: _____ Written Answer Received _____
Date. Date.

Grievance Resolved: _____ Submitted To Step 2 _____
Signature Date Date

Step 2 Meeting Held: _____ Written Answer Received: _____
Date Date

Grievance Resolved: _____
Signature Date

Grievance Submitted By Local 2398 to step 3: Signature: _____

**TOWN OF HINGHAM
FIRE DEPARTMENT WEEKLY SALARY SCHEDULE
Equity Adjustment**

Schedule 1

Effective July 1, 2021

		Step A	Step B	Step C	Step D
FS-1A(FF/EMT)	Weekly	\$ 1,117.68	\$ 1,195.91	\$ 1,279.63	\$ 1,369.20
FS-2(FF/PARA)	Weekly	\$ 1,271.66	\$ 1,335.24	\$ 1,402.00	\$ 1,472.10
FS-3(LT/EMT)	Weekly			\$ 1,512.80	\$ 1,588.44
FS-3A(LT/PARA)	Weekly			\$ 1,634.00	\$ 1,715.70
FS-5A(Capt/EMT)	Weekly			\$ 1,732.40	\$ 1,819.02
FS-5B(Capt/PARA)	Weekly			\$ 1,837.20	\$ 1,929.06

Asst. Mechanic shall receive 12% above FS-1A rate.
Master Mechanic shall receive 25% above the FS-1A rate.

Asst. Mech.	Weekly			\$ 1,460.48	\$ 1,533.50
Master Mech.	Weekly			\$ 1,630.00	\$ 1,711.50

**TOWN OF HINGHAM
FIRE DEPARTMENT WEEKLY SALARY SCHEDULE
FY2022**

Schedule 2

Effective July 1, 2021, through June 30, 2022
(3% Increase)

		Step A	Step B	Step C	Step D
FS-1A(FF/EMT)	Weekly	\$ 1,151.21	\$ 1,231.79	\$ 1,318.01	\$ 1,410.28
FS-2(FF/PARA)	Weekly	\$ 1,309.80	\$ 1,375.30	\$ 1,444.06	\$ 1,516.26
FS-3(LT/EMT)	Weekly			\$ 1,558.18	\$ 1,636.09
FS-3A(LT/PARA)	Weekly			\$ 1,683.02	\$ 1,767.17
FS-5A(Capt/EMT)	Weekly			\$ 1,784.37	\$ 1,873.59
FS-5B(Capt/PARA)	Weekly			\$ 1,892.32	\$ 1,986.93
Asst. Mechanic shall receive 12% above FS-1A rate. Master Mechanic shall receive 25% above the FS-1A rate.					
Asst. Mech.	Weekly			\$ 1,504.29	\$ 1,579.51
Master Mech.	Weekly			\$ 1,678.90	\$ 1,762.85

**TOWN OF HINGHAM
FIRE DEPARTMENT WEEKLY SALARY SCHEDULE
FY2023**

Schedule 3

Effective July 1, 2022, through June 30, 2023
(3% Increase)

		Step A	Step B	Step C	Step D
FS-1A(FF/EMT)	Weekly	\$ 1,185.74	\$ 1,268.74	\$ 1,357.56	\$ 1,452.58
FS-2(FF/PARA)	Weekly	\$ 1,349.10	\$ 1,416.55	\$ 1,487.38	\$ 1,561.75
FS-3(LT/EMT)	Weekly			\$ 1,604.93	\$ 1,685.18
FS-3A(LT/PARA)	Weekly			\$ 1,733.51	\$ 1,820.19
FS-5A(Capt/EMT)	Weekly			\$ 1,837.90	\$ 1,929.80
FS-5B(Capt/PARA)	Weekly			\$ 1,949.09	\$ 2,046.54
Asst. Mechanic shall receive 12% above FS-1A rate. Master Mechanic shall receive 25% above the FS-1A rate.					
Asst. Mech.	Weekly			\$ 1,549.42	\$ 1,626.89
Master Mech.	Weekly			\$ 1,729.27	\$ 1,815.73

**TOWN OF HINGHAM
FIRE DEPARTMENT WEEKLY SALARY SCHEDULE
FY2024**

Schedule 4

Effective July 1, 2023, through June 30, 2024
(3% Increase)

		Step A	Step B	Step C	Step D
FS-1A(FF/EMT)	Weekly	\$ 1,221.31	\$ 1,306.81	\$ 1,398.28	\$ 1,496.16
FS-2(FF/PARA)	Weekly	\$ 1,389.57	\$ 1,459.05	\$ 1,532.00	\$ 1,608.60
FS-3(LT/EMT)	Weekly			\$ 1,653.08	\$ 1,735.73
FS-3A(LT/PARA)	Weekly			\$ 1,785.52	\$ 1,874.79
FS-5A(Capt/EMT)	Weekly			\$ 1,893.04	\$ 1,987.69
FS-5B(Capt/PARA)	Weekly			\$ 2,007.56	\$ 2,107.94
Asst. Mechanic shall receive 12% above FS-1A rate. Master Mechanic shall receive 25% above the FS-1A rate.					
Asst. Mech.	Weekly			\$ 1,595.91	\$ 1,675.70
Master Mech.	Weekly			\$ 1,781.15	\$ 1,870.20