

THE HINGHAM POLICE PATROLMAN'S ASSOCIATION
And
THE TOWN OF HINGHAM
COLLECTIVE BARGAINING AGREEMENT

July 1, 2021 – June 30, 2024

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The Hingham Police Patrolman's Association and the Town of Hingham

Collective Bargaining Agreement

July 1, 2021– June 30, 2024

AGREEMENT executed this ____ day of _____ 2021, by and between the Town of Hingham, Massachusetts (hereinafter referred to as the "Town") and The Hingham Police Patrolman's Association (hereinafter referred to as the "Union"):

ARTICLE 1
RECOGNITION

1.1 The Town recognizes the Union as the exclusive bargaining agent and representative for all regular Hingham Police Department employees, but excluding the Chief, Captain, Lieutenants, Sergeants, all office and clerical employees, custodial employees, school traffic supervisors, and temporary, casual and seasonal employees, for the purposes 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 as at the time in question fall within the bargaining unit as defined above.

ARTICLE 2
SCHEDULE OF SALARIES

2.1 The weekly salary rates of employees covered by this Agreement, effective July 1, 2021 and thereafter, shall be determined in accordance with the Hingham Police Department Salary Schedules attached hereto as Appendix 2 (Schedule PS-1 to the CBA).

2.2 Progressions through the rate ranges of the salary schedule are not mandatory and shall be on the basis of merit and ability on the 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.

2.3 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 his/her present salary, whichever is higher. They may, for good cause shown, also receive a 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 his/her length of service on the previous job. The date on which an employee is

promoted or permanently transferred to another job classification shall be his/her anniversary date for subsequent pay rate increases in such job classification in accordance with Section 2.2 above.

2.4 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 reasons.

Effective for all officers employed after the execution of the 2007 to 2010 contract, Schedule PS-1 was amended to provide a five step schedule. Said schedule since has been maintained with the remaining four steps separated by 5% increments. Officers hired after the execution of the contract which became effective July 1, 2007, commence employment at step 1 and are eligible to progress on the schedule as provided in Article 2 of the Agreement.

2.5 When a Patrol Officer takes over command for a full shift in place of a sergeant or lieutenant, they will be paid a differential of \$40.00 for such full shift.

ARTICLE 3 OVERTIME

3.1 Overtime at the rate of time and one-half, less any fees collected, shall be paid for all time worked in excess of eight (8) hours in any one day. Work performed on an employee's scheduled day off or on a day on which the employee has been called back from his/her vacation shall be paid on the basis of time and one-half, less any fees collected, in addition to any regular pay applicable to that day or, in the discretion of the Chief, the employee may be given equivalent time off. An employee shall not be paid this premium for work performed on a day during a vacation period scheduled but postponed. The provisions of this Section 3.1 shall apply only to work in the employ of the Town as a uniformed police officer or as a radio dispatcher, regardless of the Town department from which payment is made for such work.

3.2 There shall be no pyramiding of overtime.

3.3 An employee who is called in from off duty shall be entitled to a minimum of four (4) hours' work at the rate of time and one-half, provided that such minimum shall be satisfied by hours worked in the regular shift.

3.4 An employee who works a Town of Hingham detail shall be entitled to a minimum of four (4) hours' work at the rate of time and one-half.

3.5 A system for the fair and equitable sharing of uniformed overtime opportunities will be established. For such purposes, Patrolmen and Patrolmen Detectives will be treated separately from other Department employees. The foregoing system shall always be subject to the operational needs of the Department as determined by the Chief.

3.6 Any employee who is forced, or held over, for the following shift will be paid at the current overtime rate, plus eight (8) hours of equivalent time off. This paragraph shall apply to any holdover or forced overtime that is necessary to bring the shift to minimum manning as set by the Chief. This provision will not apply to normal overtime, such as late calls, reports, arrests, or partial shifts. Any forced overtime will first go to the junior most eligible officer; provided that, absent exigent circumstances, no officer shall be required to work more than sixteen (16) consecutive hours.

3.7 Equivalent time off may only be taken by an officer with the approval of the Chief, or his/her designee, and shall be at the discretion of the Chief or his/her designee.

3.8 No employee shall work (including working details) more than eighteen (18) hours in any twenty four (24) period, except as determined and approved by the Chief or Deputy Chief, in their sole discretion. For purposes of this Section 3.6, "work" shall mean actual hours physically worked by an employee and not the number of hours such employee is paid for such work. All rules of Article 23 shall apply.

ARTICLE 4
VACATIONS

4.1 Annual vacations with pay will be granted in each calendar year after periods of continuous full-time employment as set forth below, provided that an employee shall not become eligible for increased vacation after June 30 of any calendar year. For purposes of determining "Time Employed" under this Section 4.1, effective July 1, 2011 officers whose employment began or begins on or after July 1, 2011, will be considered to have begun employment for purposes of this Section 4.1 on the date the officer actually began/begins employment by the Town.

<u>Time Employed</u>	<u>Length of Vacations</u>
Up to 6 months	1 day for each month prior to July 1st
6 months to 5 years	2 weeks
5 years to 10 years	3 weeks
Over 10 years	4 weeks

4.2 In the discretion of the Personnel Board, 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.

4.3 If a designated holiday occurs while an employee is on vacation, they shall be granted, in the discretion of the Chief, either an additional day of vacation or an additional day's pay.

4.4 An employee who leaves the service of the Town before the end of the calendar year, for any reason other than death, shall be considered to have earned one-fourth (1/4th) of his/her 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

ARTICLE 5
HOLIDAYS

5.1 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	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

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

5.2 Regular employees shall receive, in the discretion of the Chief, either an additional day's pay or compensatory time off for each such holiday. An employee who is absent from work on a holiday because of sickness shall receive holiday pay and shall not be eligible for sick leave or sick leave pay and shall not be charged for a day of sick leave.

5.3 There shall be added to the list of holidays designated in Section 5.1 any additional State-wide legal holidays hereafter established by Massachusetts law on which the Town Office Building is required to be closed.

ARTICLE 6
SICK LEAVE

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

6.2 After three (3) months' employment and up to one (1) year, an employee absent because of his/her own sickness shall be entitled to sick leave with pay for time absent not in excess of eight (8) workdays. 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 fifteen (15) workdays, credited on January 1 of each year, effective on 1/1/91, plus the amount of any accrued and unused sick leave time in previous years. As of April 1, 1969, there shall be no limitation on the amount of accrued unused sick leave time which may be carried forward from

one sick leave year, but no sick leave time which was lost prior to that date because of any such limitation previously in effect shall be regained.

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

6.4 Accumulated unused sick leave up to a maximum of one hundred twenty (120) days at the rate of two (2) days for every three (3) days accumulated will be paid by the Town:

(a) to an employee who is required to retire from active service as the result of an accidental injury sustained in the course of his/her employment by the Town as a police employee; or

(b) to the surviving spouse, if any, otherwise to the estate of an employee who dies as the result of an accidental injury sustained in the course of his/her employment by the Town as a police employee.

6.5 Effective July 1, 2004, accumulated unused sick leave will be paid to an officer who retires from active service in accordance with the following table:

<u>Days Accumulated at Retirement</u>	<u>Payment</u>
0 day to 149 days	\$ 10.00 per day
150 days to 199 days	\$ 1,490.00 plus \$10.50 per day for each day over 149
200 days and over	\$ 2,015.00 plus \$11.00 per day for each day over 200

6.6 To be eligible to use paid sick leave, an employee must report the illness or injury to the officer in charge of the station as soon as is reasonably possible, but in no event less than one (1) hour prior to such employee's scheduled reporting time on the first day of absence (unless prevented from doing so for reasons of emergency). The Police 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 a physician appointed by the Town and in the latter event all expenses for said examination shall be paid for by the Town.

6.7 If an employee is denied paid sick leave because the one (1) hour notice required in Section 6.6 above was not met, the employee may request that such denial be reviewed by the Select Board and the Police Chief. The employee and a representative of the Union may be present at the review.

6.8 The parties agree that abuse of sick leave is detrimental to the services provided by the Police Department and is expensive to the Town. The parties further agree to use their best efforts to see that sick leave is not abused.

6.9 Any employee who uses a sick day shall be restricted from working an overtime shift or special detail for forty-eight (48) hours after said sick day unless such employee has not been absent more than three (3) days during the immediately preceding twelve (12) month period (as confirmed by the Chief or his/her designee). Said forty-eight (48) hour period shall begin at the time when the employee's shift would have ended. This Section 6.9 shall be effective on and after July 1, 2011. This Section 6.9 shall not be construed to be an addition to or a restriction on or otherwise modify the Town's or the Police Chief's authority to promulgate regulations regarding the use or abuse of sick leave.

ARTICLE 7 BEREAVEMENT LEAVE

7.1 Bereavement leave without loss of pay not to exceed three (3) days will be granted to any employee on account of a death in the immediate family of such employee. Immediate family means the employee's spouse, children, mother, father, brothers, sisters, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, grandfather, grandmother, grandchildren, stepchildren, spouse's sibling and sibling's spouse. Bereavement leave without loss of pay for up to three (3) days may be granted by the Chief to an employee who has suffered the death of a household member or close relative. Close relatives shall be defined to include, but not be limited to, former spouse, sister-in-law, brother-in-law, step-mother, step-father, aunt, uncle, niece and nephew.

ARTICLE 8 COURT TIME

8.1 An employee who while not on regular duty attends as a witness, pursuant to a lawful subpoena served upon him in a civil case in a court of the Commonwealth to testify as to matters which they observed in the course of performing his/her official duties shall be paid at the rate of time and one-half for the time during which they are in attendance at such court, less any fees collected. An employee shall be paid for time in attendance for service as a witness at an autopsy or inquest or in proceedings for the commitment of insane persons. However, an employee shall not be paid for any time in attendance in court or other forum if they are a party to a civil suit or other proceeding which did not arise out of and in the course of the employee's employment as a police officer for the Town.

8.2 Any employee, on duty at night or on vacation, furlough or on a day off, who attends as a witness for the Commonwealth in a criminal case pending in a district court, including the Municipal Court of the City of Boston, or any juvenile court, or the Superior Court, may, in lieu of the witness fee to which they would otherwise be entitled under General Laws, Chapter 262, Section 53, be granted such compensatory time off as shall be equal to the time during which they were in attendance at such court, but in no event shall less than four and one half (4-1/2) hours compensatory time off be granted him or, if such additional time off cannot be given because of personnel shortage or other cause, they shall, in lieu of said witness fee, be entitled to additional pay for the time during which they were in attendance at such court, but in no event shall they receive less than three (3) hours additional pay at the rate of time and one-half (1 1/2) his/her regular hourly rate. Effective February 6, 2001 the number of hours additional pay referenced in the previous sentence will increase to four (4) hours. (General Laws, Chapter

262, Section 53C, as inserted by Chapter 223 of the Acts of 1955 and amended by Chapter 286 of the Acts of 1967 -accepted by the vote under Article 28 at the 1970 Annual Town Meeting.)

8.3 An employee who is required to be in court in his/her official capacity on a scheduled day off for a matter which is scheduled to begin after 11:00 a.m. will be compensated for time in court at the rate of time and one-half such employee's regular rate of pay, with a minimum guarantee of four (4) hours.

ARTICLE 9
LONGEVITY INCENTIVE

9.1 Effective July 1, 2021, regular full-time employees shall be eligible to receive longevity incentive pay in accordance with the following schedule:

<u>Continuous Full-Time Employment</u>	<u>Annual Amount of Longevity Incentive Pay</u>
At least 10 years but less than 15 years	\$700
At least 15 years but less than 20 years	\$800
At least 20 years but less than 25 years	\$900
25 years or more	\$1,100

9.2 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. Notwithstanding the foregoing, longevity incentive pay for an employee who is retiring with a pension from the Town shall be prorated from the date of the last longevity incentive adjustment to the first day of the month in which the employee retires.

9.3 The Longevity Incentive provided by this Article shall be discontinued effective July 1, 2021, except that regular full-time employees on that date shall have their eligibility to participate grandfathered for the length of their employment.

ARTICLE 10
EDUCATIONAL INCENTIVE PROGRAM

10.1. Effective July 1, 2014, current and future employees who have earned and received an associate's, bachelor's or master's degree in a recognized law enforcement program from an accredited college or university and whose degrees meet the standards and procedures for the qualifying degrees under Section 108L of Chapter 41 of the General Laws of Massachusetts ("Quinn Bill") as of June 30, 2009, will be eligible to receive the following additional benefits:

- a. Associate's Degree – 10% of the employee's base salary, paid as provided herein.

- b. Bachelor's Degree – 20% of the employee's base salary, paid as provided herein.
- c. Master's Degree- 25% of the employee's base salary, as provided herein.

10.2 The Town agrees to provide the funding necessary to provide the benefits set forth in Section 10.1, to the extent that such is not provided by the Commonwealth. The provision of such benefits shall be subject to the following conditions: (1) the benefits set forth in Section 10.1 are not increased; and (2) the program eligibility requirements, standards and procedures which apply to employees as conditions of their receiving such benefits remain the same as those which were in effect as of June 30, 2009.

10.3 Upon receipt of the degree, the employee shall be entitled to payment of the appropriate amount, except as provided herein, to be paid weekly during each year of full-time continuous service as a police officer for the Town of Hingham for as long as the employee is still employed as an employee. No employee shall receive benefits for an associate's degree if they are receiving benefits for a bachelor's degree, nor receive benefits for a bachelor's degree if they are receiving benefits for a master's degree. The anniversary date shall be the date the officer received the degree, except as otherwise provided for in this article.

10.4 An officer who received said degree while serving in a full-time continuous active capacity as a police officer for the Town of Hingham shall be entitled to the benefits outlined in this article.

10.5 Payments under the Quinn Bill shall be included in the base pay when required by law for the purposes of pension/retirement and for overtime pay only as required by the Fair Labor Standards Act.

10.6 If funding under said Section 108L of Chapter 41 is or becomes available from the Commonwealth to the Town, the Town shall seek reimbursement for any eligible employee and the Town shall be entitled to retain the full amounts of monies received.

10.7 Subject to the conditions set forth in Section 10.2 above, the Town agrees to fund the benefits as set forth in Section 10.1 above, notwithstanding the extent to which, if at all, the Commonwealth funds its share of the costs as provided in Section 108L of Chapter 41. The Town and the Union recognize that the terms of Sections 10.1 and 10.2 above are contractual commitments, apart from whether Section 108L of Chapter 41 is repealed by the General Court.

ARTICLE 11

SHIFT DIFFERENTIAL

11.1 Effective July 1, 2017, an employee (including an employee serving as a Detective) who is regularly assigned to work the evening shift (meaning a shift commencing at or after 4:00 P.M. and before 12:00 midnight shall receive a shift differential equal to six percent (6%) of his/her weekly salary set forth in Schedule PS-1 or PS-2, PS-1.5, attached hereto for the time worked during the hours of his/her regularly assigned shift. An employee (including an

employee serving as a Detective) who is regularly assigned to work the night shift (meaning a shift commencing at or after 12:00 midnight, and before 5:00 A.M.) will receive a shift differential equal to eight percent (8%) of his/her weekly salary set forth in Schedule PS-1 or PS-2 -1.5, attached hereto for the time worked during the hours of his/her regularly assigned shift.

11.2 Such shift differential shall be included in the computation of vacation pay, sick leave pay and holiday pay for those employees who are regularly assigned to a shift for which such shift differential is paid.

ARTICLE 12 MANAGEMENT

12.1 Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all the authority, power, rights, jurisdiction and responsibility of the Town are retained by and reserved exclusively to the Town. Nothing herein shall diminish the authority and power of the Retirement Board or the Personnel Board of the Town nor alter or impair the Rules and Regulations for the Governance of the Police Department of the Town or the Classification and Salary Plan of the Town, each of which shall continue to govern the wages, hours and working conditions of the employees to the extent therein provided, except that, during the term of this Agreement, the provisions of this Agreement shall take precedence over the Personnel By-Law and Classification and Salary Plan to the extent that they are in conflict.

ARTICLE 13 SECURITY

13.1 The Town agrees not to discriminate in any way against any employee on account of his/her lawful activities on behalf of the Union.

ARTICLE 14 WORK SCHEDULE

14.1 The regular work schedule for full-time employment shall provide for four (4) consecutive eight (8) hour days on duty followed by two (2) consecutive days off duty. However, the Chief may assign employees whose duties require working certain days of the week to work such days and, to the extent that such employees work more than is provided under the regular work schedule, they shall be given additional time off by the Chief.

14.2 Subject to operating requirements of the Department as determined by the Police Chief, a steward will remain on his/her regularly assigned shift while a grievance which they are processing is pending and any such employee whose shift assignment is changed during such time will be given the reason for such change.

14.3 employees who are assigned by the Chief to a position which has a regular work schedule of five (5) days on and two (2) days off shall be paid based on the salary schedule set forth in Exhibit ___ and not based on the salary schedule set forth on Exhibit ___ which applies to employees who work a schedule of four (4) consecutive eight hour days on duty followed by two (2) consecutive days off. Such employees shall not receive any compensatory time off.

ARTICLE 15
SENIORITY

15.1 As a general policy, employees within a job classification shall have the right to indicate their preferences with respect to available working shifts in the order of their seniority of continuous service in the Department. However, the final judgment as to shift assignments is reserved to the Chief, and the Chief will not be expected to grant any employee's shift preference or to permit any employee to leave, remain on or go to any shift if, in the opinion of the Chief, to do so would impair the effectiveness of the Department or the requirements of the work schedule or would involve the replacement of any employee on a particular assignment by another employee who is comparatively less qualified to perform that assignment. The Chief shall continue to have the right, in his/her discretion, to assign employees to particular jobs or job duties within shifts. Nothing herein shall be construed to restrict the right of the Town from time to time to determine the work schedule and the hours of shifts and days off or to change an employee's shift hours or days off to meet the requirements of the work schedule.

15.2 Vacations will be chosen with senior employees within a job classification on each shift receiving preference, within the number who can conveniently be spared, in the judgment of the Chief, from that classification and shift at that time. If an employee's shift is changed after his/her vacation period has been selected and the vacation list removed, his/her scheduled vacation period shall not be changed.

15.3 In the event that it should become necessary to reduce forces in the Department, the parties hereto will meet for the purpose of negotiating the procedures to be followed. In the absence of an agreement on such procedures, nothing in this section shall be deemed to prevent the Town from reducing forces in accordance with procedures established by the Town. Nothing contained in this section shall be subject to the Grievance and Arbitration Procedures as outlined in Articles 16 and 17 of this Agreement.

15.4 Permanent shift vacancies shall be posted in a conspicuous place for at least five (5) days prior to the filling of any such vacancy on a permanent basis so that employees may express their preferences.

15.5 Permanent vacancies in the assignments of Prosecuting Officer, Safety Officer and Detective will be posted in a conspicuous place for at least five (5) days prior to the filling of such vacancies so that employees may express their wish to be considered for any such vacancies. The Town may exercise its sole discretion in filling such vacancies.

ARTICLE 16
GRIEVANCE PROCEDURE

16.1 In the interest of harmonious and efficacious performance of the duties and obligations of the Department, the Town and the Union recognize the importance of prompt and equitable disposition of any grievance at the lowest organizational level possible under procedures of maximum informality and flexibility. A grievance is defined as a complaint by an employee arising under the provisions of this Agreement. Grievances may be initiated only by employees, either singly or jointly, except as otherwise provided in Section 16.5.

16.2 Before a grievance is submitted in the formal grievance procedure set forth in Section 16.3, the aggrieved employee may present the matter informally to the Chief or in his/her absence, the person acting for him. Every effort should be made to reach a resolution of the grievance through this informal procedure.

16.3 In order to be considered in the formal grievance procedure, a grievance must be presented in writing in that procedure within five (5) days of the date the employee knew or reasonably should have known of the circumstances giving rise to the grievance. The formal grievance procedure shall be as follows:

Step 1. The aggrieved employee and a designated representative of the Union will submit the grievance in writing to the Chief or his/her designee. The written submission shall be signed by the aggrieved employee and such Union representative and shall include the employee's name and classification, a brief statement of the grievance, reference to any provision or provisions of this Agreement alleged to have been violated, the remedy requested, and a statement as to whether the informal grievance procedure has been utilized. The Chief or his/her designee will meet with the aggrieved employee and a Union representative concerning the grievance within seven (7) days after submission of the grievance and the Chief or his/her designee will give an answer to the grievance within three (3) days following the conclusion of such meeting.

Step 2. If the grievance is not settled in Step 1, it may be appealed in writing by the aggrieved employee and the Union to the Town Administrator with a copy to the Personnel Board within fifteen (15) days after the decision of the Chief or his/her designee is due in Step 1. (If the grievance is not so appealed within said time limit, it shall be considered settled on the basis of said decision). A hearing on the grievance will be held by the Select Board or their designee in accordance with the provisions of Chapter 263 of the Acts of 2016 (An Act Relative to the Town Administrator in Hingham). Such hearing shall occur not less than fifteen (15) days after receipt of said written appeal by the Town Administrator. The Personnel Board and the Chief or his/her designee shall be invited to attend the hearing. The aggrieved employee, the Union, and any other members of management involved shall be permitted to appear at the hearing, including the Town Administrator if the hearing is held before the Select Board. The Union and the Town may be represented by their respective counsel. The hearing shall be conducted in such manner and in accordance with such rules and procedures as determined by the Board of Selectman or their designee, as the case may be, but the ordinary legal rules of evidence shall not apply except to the extent deemed appropriate by the Board of Selectman or

their designee, as the case may be. Within fifteen (15) days after the close of the hearing, the Board of Selectman or their designee, as the case may be, shall render a written decision upon the grievance (the "Step 2 Decision").

16.4 An employee shall have the right to present a grievance in accordance with this Article and have it promptly considered on its merits. The initiation of a grievance by any employee shall not impair his/her standing in the Department. There shall be a Union Grievance Committee which shall consist of the Chief Steward and three (3) stewards. The Union shall be entitled to have the Chief Steward and the steward processing the grievance attend any scheduled meeting with the Police Chief.

16.5 The Union may submit a grievance in Step 1 of the formal grievance procedure in any case in which the grievance alleges a violation of this Agreement by the Town.

16.6 If a grievance is once settled in either the informal grievance procedure or the formal grievance procedure, the matter shall be considered closed and shall not thereafter be subject to either procedure hereunder.

ARTICLE 17 ARBITRATION

17.1 The Union, by written notice to the Town Administrator and the Chief given within thirty (30) days after the Step 2 decision on the grievance, may request arbitration of any grievance which involves the interpretation and application of an express and specific provision of this Agreement, but only if such grievance has not been settled and has been fully processed through the formal grievance procedure in accordance with Article 16. Any such grievance shall be considered settled on the basis of the decision of the Step 2 unless the Union requests arbitration thereof within such time limit. There are expressly excluded from arbitration hereunder any questions relating to arbitrability and any matters which are governed by civil service law or which are excluded from arbitration by law or over which the Chief or the Selectmen have exclusive jurisdiction under Section 97 of Chapter 41 of the General Laws. Participation by the Town in any arbitration while reserving its rights as to arbitrability shall not constitute a waiver of its rights to have the issue of arbitrability determined on its merits in appropriate court proceedings after receipt of the arbitrator's award.

17.2 If the Town and the Union are unable to agree on the selection of an arbitrator within ten (10) days after receipt by the Town Administrator of such written request for arbitration, the Union may promptly refer the grievance to the American Arbitration Association for the selection of an arbitrator in accordance with the rules then obtaining of said Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. Unless the parties otherwise agree, each grievance shall be separately processed in any arbitration proceedings hereunder.

17.3 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. No arbitrator shall have any authority or power to reverse, set aside or modify the decision at Step 2 on the grievance submitted to them hereunder except to the extent that they find that such decision at Step 2 was arbitrary or capricious; otherwise, all decisions of the Select Board or their designee shall be final and binding on the parties. The decision of the arbitrator, if within the scope of his/her power and authority under this Agreement and made in accordance herewith, shall be final and binding upon the parties.

17.4 The arbitrator shall hold a hearing on the grievance, giving the parties a full opportunity to be heard, as soon as is practicable after his/her selection and shall endeavor to render his/her decision, in writing, within thirty (30) calendar days after the close of the hearing or after the filing of post-hearing briefs if such briefs are filed. The expenses of the arbitration proceedings, including the fees and expenses of the arbitrator, shall be borne equally by the Town and the Union. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE 18 UNION ACTIVITIES

18.1 The parties recognize that the holding of negotiating and grievance meetings during the working hours of employees who participate in such meetings is disruptive of the operations of the Department and should be minimized. Therefore, every effort will be made to arrange working schedules so that such meetings are held outside of the regular working hours of the participants. When such meetings are held during the regular working hours of participants, there shall be no deduction from the regular straight time pay of grievants and/or Union representatives, whose presence at such meetings is necessary, on account of time spent by them attending such meetings. When such meetings are held outside regular working hours of any participants, they shall not receive any compensation on account of time spent by them attending such meetings.

18.2 Subject to staffing needs, as determined by the Chief, leave of absence without pay shall be granted to the President and Vice President of the Union to attend the Hingham Patrolman's Association quarterly business meetings or conventions. Such leave shall not exceed a total of four (4) days per year. Official written notice will be given to the Chief at least fourteen (14) days prior to such events.

ARTICLE 19 INDEMNIFICATION

19.1 Employees' rights of indemnification shall be governed by, and be in accordance with, General Laws, Chapter 412, Sections 100 and 100A (accepted by the Town of Hingham on March 8, 1943), both as amended to date.

ARTICLE 20
PAYROLL DEDUCTIONS

20.1 Dues Deductions. The Town agrees to deduct, once each month, the regular monthly dues in an 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 a form approved by the Town and to remit the amounts so deducted each month 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 Police Chief and by filing a copy thereof with the Secretary/Treasurer of the Union. The Provisions of this Section 20.1 shall be subject to the requirements of Section 17A of Chapter 180 of the General Laws.

20.2 Agency Service Fee Deductions. The Town agrees to deduct, once each month, an agency service fee from the wages of each employee who individually and voluntarily authorizes the Town to do so in writing in a form approved by the Town and to remit the amounts so deducted each month to the Secretary Treasurer/of the Union. 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 Police Chief and by filing a copy thereof with the Secretary/Treasurer of the Union. Such agency service fee shall be proportionately commensurate with the cost of collective bargaining and contract administration. The provisions of this Section 20.2 shall be subject to the requirements of Section 17G of Chapter 180 of the General Laws including the requirement that the 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 his/her duties, in such sum and with such surety or sureties as are satisfactory to the Treasurer of the Town.

20.3 Indemnification. 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 21
AGENCY SERVICE FEE

21.1 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 month in an amount which is certified by the Secretary/Treasurer of the Union to be proportionately commensurate with the cost of collective bargaining and contract administration.

21.2 Indemnification. 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 22
CLOTHING

22.1 The Town will provide police officers with basic clothing uniformly supplied to Hingham Police Officers. The Town will replace any such clothing which becomes unserviceable and is presented for replacement on an as-needed basis.

22.2 A voucher system was installed to permit each officer to obtain replacement clothing (including shoes) from a vendor designated by the Town up to a maximum cost of nine hundred dollars (\$1,000) annually effective July 1, 2013.

ARTICLE 23
POLICE DETAILS

23.1 Effective February 6, 2001 the rate for non-Town police details shall be \$31.00 per hour. Effective July 1, 2001 the rate for non-Town police details shall be \$31.50 per hour. Effective July 1, 2002 the rate for non-Town police details shall be \$32.00 per hour. Effective June 30, 2003 the rate for non-Town police details shall be time and one-half (1 1/2) the maximum Patrol Officer's hourly rate. This rate shall continue for the entire length of the paid detail and no premium shall be paid for time worked on a detail in excess of eight (8) hours. Effective as soon as practical after the execution of this Agreement and the provision of necessary notices the detail rate shall be increased by \$1.00 per hour in addition to the rate set forth in the preceding sentence.

23.2 An employee who works a non-town police 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.

23.3 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 officer assigned to such detail will be paid the four (4) hour minimum for the detail as provided in Section 23.2.

23.4 Any private, non-Town detail scheduled on any of the eleven (11) Holidays listed in 5.1, as well as the night before Thanksgiving, Christmas Eve, and New Years Eve, will be paid at one and one half (1 1/2) times the current detail rate with the same minimums as provided in Section 23.2.

23.5 Any private, non-town detail worked between 12:00 a.m. and 6:00 a.m. will be paid at 1 ½ times the current detail rate, with the same minimum numbers provided in Section 23.2. (If an officer works prior to 12:00 a.m. with the detail continuing past 12:00 a.m., the premium rate will trigger at 12:00 a.m. and continue for the duration of the detail up till 6:00 a.m.). Any detail starting and/or continuing after 6:00 a.m. will be paid at the current detail rate with the same minimums as provided in Section 23.2.

23.6 Any private, non-Town detail hired for a labor dispute, strike, protest or similar event will be paid at one and one half (1 ½) times the current detail rate, with the same minimums as provided in Section 23.2.

23.7 The staffing of all (a) elections, (b) Independence Day celebrations, events and activities and (c) Town Meetings shall take priority over assignment of or acceptance of work details. These events shall be staffed by the Chief/Deputy Chief in their sole determination before any employee accepts or is assigned to a detail. The detail rate for these events shall be time and one-half (1½) the maximum PS 1 hourly rate or the employees Over-Time rate, whichever is greater.

ARTICLE 24 DAY OFF EXCHANGES

24.1 Requests for exchanges of days off shall be approved, provided that the day off exchange request form (Appendix A) is properly submitted and all of the requirements set forth therein are met and provided operational needs of the Department, as determined by the Chief, do not preclude approval. No double exchanges of shift will be permitted. If the Chief determines that operational needs of the Department preclude approval of a request, they shall notify the officer in writing of the reasons for his/her determination.

ARTICLE 25 CONTINUITY OF OPERATIONS

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

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

25.3 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.

25.4 Definitions. A "slowdown" shall mean "a concerted and deliberate effort by employees to reduce output and efficiency in order to obtain concessions from the Town." Roberts' Dictionary of Industrial Relations (1966), page 399. A "withholding of services" shall mean "a concerted and deliberate effort by employees to decline to perform normal duties."

25.5 Residence: Residence for members of the Union 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 __. The communities listed have been selected because they are within twenty (20) miles of the Town at the closest border points.

ARTICLE 26
COMPLETE AGREEMENT AND SEVERABILITY

26.1 Complete Agreement. This Agreement contains and constitutes the complete and entire agreement between the parties. No additions, waivers, deletions, changes or amendments of this Agreement shall be made during the life of this Agreement except by mutual written consent of the parties hereto.

26.2 Severability. Should any provision of this Agreement be or become invalid because of any existing or future provision of law, court decision or State or Federal administrative ruling, the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 27
PERSONAL LEAVE

27.1 Personal days will be granted effective July 1, 2004, according to the following schedule:

- a) One (1) day for each 120 consecutive days period of zero days absent during a calendar year, up to a maximum of two (2) days per year;
- b) Two personal days during each calendar year;
- c) Personal days shall not be accumulated. Days granted on January 1st of a given year must be used in that calendar year. Days earned in December of a given calendar year must be used by March 31 of the next calendar year;
- d) No personal days will be allowed on the following days if they would create a forced overtime: Independence Day (July 4th), Thanksgiving Day and Christmas Day (December 25).

ARTICLE 28
FAMILY MEDICAL LEAVE ACT

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

ARTICLE 29
PERFORMANCE EVALUATION PROGRAM

The Town will implement an employee Performance Evaluation Program. Initial guidelines and forms are attached, which are subject to revision and modification by agreement of the parties.

ARTICLE 30
MATERNITY LEAVE

30.1 Maternity Leave will be granted as provided in Massachusetts General Laws ch.149 §105D.

ARTICLE 31
ADDITIONAL CLOTHING

In addition to the clothing allowance provided for in Article 22, the Town will install a voucher system to permit each officer who also serves as a detective to obtain replacement clothing (including shoes) for his/her detective duties from a vendor designated by the Town up to a maximum cost of six hundred (\$600) annually.

ARTICLE 32
HEALTH AND WELLNESS PROGRAM

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 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 his/her 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 B.

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 assessment 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.

If an employee successfully completes the Health and Wellness Program and his/her 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.

ARTICLE 33
NEW ENGLAND PBA DENTAL & VISION TRUST

33.1 The Town agrees to make deductions from the pay of an officer who has so authorized in writing the deduction of necessary contributions for the officer's participation in the New England PBA Dental & Vision Trust and to remit such deducted amounts to the Trust. The full cost of such contributions shall be borne by the officer. The Town shall have no responsibility for any share of such contributions other than to remit amounts so deducted. New England PBA Health & Welfare Trust Fund shall provide additional dental and vision benefits. The Trust is a fund administered by the New England PBA and is a joint labor and management fund. The Board of Trustees shall determine in their discretion and within the terms of the Declaration of Trust, such Health and Welfare fund benefits to the employees covered under this agreement and their families. The contributions made to the New England PBA Health & Welfare Trust Fund shall not be used for any other purpose other than to provide Health & Welfare Benefits.

33.2 The Town of Hingham shall not be held liable for any loss as a result of the New England PBA Health & Welfare Trust, and shall be indemnified as a result of any litigation with respect to this section. The Town of Hingham does not bear any fiduciary responsibility with respect to this section and the sole burden of responsibility is with the UNION and its exclusive bargaining agent, the New England PBA.

ARTICLE 34
EMPLOYEE'S PRIVACY

34.1 An officer who reasonably believes that a meeting with a supervisor may result in his/her being disciplined may request the presence of a Union representative at such meeting.

34.2 No material derogator to an officer shall be placed in his/her personnel file without the officer having been furnished a copy of such material and signing a copy signifying that they have received a copy. An officer who has received material with statements derogatory to the officer shall have the right to file a written rebuttal and have it placed in the file, provided the rebuttal is filed within thirty (30) days of his/her having received a copy of the material with the statements.

34.3 All personnel records of an officer shall remain in the Police Department under the control of the Chief of Police and in the Office of the Director of Human Resources of the Town.

34.4 An officer shall have the right at reasonable times to examine his/her own personnel records on file with the Town

34.5 In the event that a signed complaint against an officer is submitted to the Chief of Police or his/her designee, the Chief of Police or his/her designee shall furnish a copy of said complaint to the officer.

ARTICLE 35
K-9 OFFICER

35.1 The Parties agree that Hingham K-9 Policy and Procedure # 4.10 as written on 12/17/07 is part of this Agreement. The Parties also agree that the position. The position shall be paid at the rate of PS-2 as the K-9 Officer compensation.

ARTICLE 36
FIRST RESPONDER STIPEND

36.1 Employees covered under this Agreement shall meet the requirements of Massachusetts General Laws, Chapter 111, and Section 201, which currently requires:

- A. C.P.R. certification each year
- B. First-aid as required by the first responder training law
- C. Automatic or semi-automatic cardiac defibrillation training

The employees who meet these requirements shall receive a stipend of six dollars (\$6.00) per week. This stipend will be paid weekly and added into the employee's weekly paycheck.

ARTICLE 37
STIPENDS

37.1 Effective July 1, 2011, the following stipends will apply:

Firearms Instructor_____	\$1,250/year
First Aid Officer_____	\$1,000/year
Field Training Officer_____	\$ 500/year
Firearms licensing Officer _____	\$ 500/year

ARTICLE 38
DRUG AND ALCOHOL TESTING

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 his/her or her 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 his/her 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 his/her 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 his/her or her 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. Special Assignments: An employee assigned to duties involving narcotics handling on a regular basis will be required to submit to unannounced testing for drugs. Such employee shall be notified of this requirement and sign documentation indicating that s/he is voluntarily agreeing to this requirement as a condition of such assignment.
6. 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 he designates 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 his/her or her 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 officer 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
PREGNANCY

- 1. Section 1 – The Department will comply with all laws prohibiting discrimination on the basis of pregnancy.
 - 2. Section 2 – If due to pregnancy, an officer is unable to perform the essential functions of her assignment, based on medical certification, or, if she would place herself or another officer’s safety in jeopardy as a result of her being unable to perform said essential functions, then the Department will use its best efforts to assign the officer to alternative Department duties, which may include, without limitation the following:
 - 1. Desk operations/Report taking
 - 2. General clerical work
 - 3. Warrant management
 - 4. Training
 - 5. Crime prevention services
 - 6. Computer operations
 - 7. Evidence room duty
 - 8. Filing details/overtime
 - 9. Such other administrative duty assignments as may be agreed upon
- Section 3 – The officer shall be exempt from weapons qualification during the period she is unable to perform the essential functions of her assignment due to pregnancy

ARTICLE 40
MISCELLANEOUS

40.1 GYM MEMBERSHIP: The Town agrees to reimburse each member up to a maximum of \$125.00 a year for a gym membership.

ARTICLE 41
DURATION

41.1 Except as specifically provided for in any other article or section this Agreement shall become effective as of July 1, 2021, and shall continue in effect through June 30, 2024. The economic change effective on July 1, 2021 shall be retroactive for members of the Union, as well as for those members of the Union who retired after July 1, 2021, from that date to the date of their retirement as of the date of ratification for all purposes, and shall be renewed automatically from year to year thereafter unless either party gives to the other party, not later than January 1, 2024 or the then current expiration date (if the agreement has been automatically renewed), written notice that it desires to modify or terminate this Agreement. Conferences between representatives of the parties shall be held within a reasonable time after receipt of such written notice.

ARTICLE 42
BODY WORN CAMERAS POLICY

42.1. There shall be a new Body Worn Cameras (“BWC”) Policy, effective upon implementation by the Town of Hingham, in the form attached hereto as Appendix E.

42.2 There shall be established a five (5) person committee comprised of the Police Chief, Deputy Police Chief, one (1) member appointed by the Union, one member appointed by the Police Superiors Union and one (1) representative of Town Administration to review, revise, and otherwise modify the BWC Policy to reflect any changes as needed, including those necessary to effect the following: (a) as needed to reflect technological changes and upgrades in BWC equipment; (b) as necessary to reflect changes in statutory or case law applicable to the Town of Hingham; (c) as necessary to comply with any federal or state law, including but not limited to the implementation of uniform regulations applicable to all police departments within the Commonwealth of Massachusetts; and (d) as otherwise necessary.

This Agreement is subject to ratification by the Town of Hingham Select Board and by The Hingham Police Patrolman's Association and to appropriation by Town Meeting. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the Town of Hingham and by the Hingham Police Patrolman's Association.

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this ~~Memorandum of Agreement~~ on this 14 day of ~~December~~, 2021, June, 2022
collective bargaining agreement

TOWN OF HINGHAM, MA
SELECT BOARD

Will C. Ray
Elizabeth K...
[Signature]

HINGHAM POLICE PATROLMAN'S
ASSOCIATION

Daniel Murphy Pres.
M.G. VP

DATE 6/28/2022

DATE 06/07/2022

APPENDIX A
DAY OFF EXCHANGE REQUEST

1. The exchange must be between officers of comparable rank.
2. Each request must be submitted at least 12 hours before the exchange.
3. The day off exchange must be completed within 60 days.
4. Each request must state the dates and shifts to be exchanged and the names and signatures of the officers involved.
5. No exchange will be allowed if the form is not completely filled out.

DATE: _____

THE UNDERSIGNED OFFICERS REQUEST AN EXCHANGE
OF THE FOLLOWING DAYS OFF

_____ WILL WORK THE _____
(Officer) (shift)

SHIFT ON _____ FOR _____
(day and date) (Officer)

_____ WILL WORK THE _____
(Officer) (shift)

SHIFT ON _____ FOR _____
(day and date) (Officer)

(Officer)

(Officer)

Approved: _____

WEEKLY SALARY SCHEDULES

**Hingham Police Patrol Wage Schedule
Schedule 1
Effective July 1, 2021**

		A	B	C	D	E	
4&2 Schedule	PS-1	27.6872	29.3036	30.9204	32.5369	34.1548	Hourly
Patrolman		1,107.4873	1,172.1426	1,236.8150	1,301.4746	1,366.1920	Weekly
		57,589.3412	60,951.4157	64,314.3815	67,676.6788	71,041.9840	Yearly

		A	B	C	D	E	
5&2 Schedule	PS-1AD	28.4828	30.1457	31.8084	34.1740	35.1352	Hourly
Patrolman		1,139.3136	1,205.8287	1,272.3352	1,366.9612	1,405.4081	Weekly
		59,244.3072	62,703.0903	66,161.4278	71,081.9825	73,081.2224	Yearly

		A	B	C	D	E	
4&2 Schedule	PS-1.5			31.9279	33.2967	34.9624	Hourly
Patrolman Traffic				1,277.1174	1,331.8696	1,398.4961	Weekly
				66,410.1073	69,257.2192	72,721.7960	Yearly

		A	B	C	D	E	
5&2 Schedule	PS-1.5AD			32.8455	34.2535	35.9671	Hourly
Patrolman Traffic				1,313.8203	1,370.1408	1,438.6828	Weekly
				68,318.6550	71,247.3231	74,811.5053	Yearly

		A	B	C	D	E	
4&2 Schedule	PS-2			32.5294	34.1541	35.7412	Hourly
Detective/ School Resource				1,301.1746	1,366.1642	1,429.6496	Weekly
				67,661.0806	71,040.5359	74,341.7776	Yearly

		A	B	C	D	E	
5&2 Schedule	PS-2AD			33.4642	35.1352	36.7683	Hourly
Detective/ School Resource				1,338.5674	1,405.4081	1,470.7319	Weekly
				69,605.5041	73,081.2224	76,478.0586	Yearly

**Hingham Police Patrol Wage Schedule
Schedule 2
Effective December 9, 2021
1% General Wage Increase**

		A	B	C	D	E	
4&2 Schedule	PS-1	27.9641	29.5966	31.2296	32.8622	34.4963	Hourly
Patrolman		1,118.5622	1,183.8640	1,249.1832	1,314.4893	1,379.8539	Weekly
		58,165.2346	61,560.9298	64,957.5253	68,353.4456	71,752.4038	Yearly

		A	B	C	D	E	
5&2 Schedule	PS-1AD	28.7677	30.4472	32.1265	34.5158	35.4866	Hourly
Patrolman		1,150.7067	1,217.8869	1,285.0585	1,380.6308	1,419.4622	Weekly
		59,836.7503	63,330.1212	66,823.0421	71,792.8023	73,812.0347	Yearly

		A	B	C	D	E	
4&2 Schedule	PS-1.5			32.2472	33.6297	35.3120	Hourly
Patrolman Traffic				1,289.8886	1,345.1883	1,412.4810	Weekly
				67,074.2083	69,949.7914	73,449.0140	Yearly

		A	B	C	D	E	
5&2 Schedule	PS-1.5AD			33.1740	34.5961	36.3267	Hourly
Patrolman Traffic				1,326.9585	1,383.8422	1,453.0696	Weekly
				69,001.8415	71,959.7964	75,559.6204	Yearly

		A	B	C	D	E	
4&2 Schedule	PS-2			32.8547	34.4956	36.0987	Hourly
Detective/ School Resource				1,314.1864	1,379.8258	1,443.9461	Weekly
				68,337.6914	71,750.9413	75,085.1953	Yearly

		A	B	C	D	E	
5&2 Schedule	PS-2AD			33.7988	35.4866	37.1360	Hourly
Detective/ School Resource				1,351.9531	1,419.4622	1,485.4392	Weekly
				70,301.5592	73,812.0347	77,242.8392	Yearly

**Hingham Police Patrol Wage Schedule
Schedule 3
Effective July 1, 2022**

		A	B	C	D	E	
4&2 Schedule	PS-1	28.8030	30.4845	32.1665	33.8481	35.5312	Hourly
Patrolman		1,152.1191	1,219.3800	1,286.6587	1,353.9240	1,421.2495	Weekly
		59,910.1916	63,407.7577	66,906.2510	70,404.0489	73,904.9760	Yearly

		A	B	C	D	E	
5&2 Schedule	PS-1AD	29.6307	31.3606	33.0903	35.5512	36.5512	Hourly
Patrolman		1,185.2279	1,254.4236	1,323.6103	1,422.0497	1,462.0461	Weekly
		61,631.8528	65,230.0249	68,827.7334	73,946.5864	76,026.3957	Yearly

		A	B	C	D	E	
4&2 Schedule	PS-1.5			33.2146	34.6386	36.3714	Hourly
Patrolman Traffic				1,328.5853	1,385.5439	1,454.8555	Weekly
				69,086.4346	72,048.2852	75,652.4844	Yearly

		A	B	C	D	E	
5&2 Schedule	PS-1.5AD			34.1692	35.6339	37.4165	Hourly
Patrolman Traffic				1,366.7672	1,425.3575	1,496.6617	Weekly
				71,071.8968	74,118.5902	77,826.4090	Yearly

		A	B	C	D	E	
4&2 Schedule	PS-2			33.8403	35.5305	37.1816	Hourly
Detective/ School Resource				1,353.6120	1,421.2206	1,487.2644	Weekly
				70,387.8222	73,903.4695	77,337.7512	Yearly

		A	B	C	D	E	
5&2 Schedule	PS-2AD			34.8128	36.5512	38.2501	Hourly
Detective/ School Resource				1,392.5117	1,462.0461	1,530.0024	Weekly
				72,410.6060	76,026.3957	79,560.1243	Yearly

**Hingham Police Patrol Wage Schedule
Schedule 4
Effective July 1, 2023**

		A	B	C	D	E	
4&2 Schedule	PS-1	29.6671	31.3990	33.1315	34.8635	36.5972	Hourly
Patrolman		1,186.6826	1,255.9614	1,325.2584	1,394.5417	1,463.8870	Weekly
		61,707.4974	65,309.9904	68,913.4386	72,516.1704	76,122.1252	Yearly

		A	B	C	D	E	
5&2 Schedule	PS-1AD	30.5196	32.3014	34.0830	36.6178	37.6477	Hourly
Patrolman		1,220.7848	1,292.0563	1,363.3186	1,464.7112	1,505.9075	Weekly
		63,480.8083	67,186.9256	70,892.5654	76,164.9840	78,307.1876	Yearly

		A	B	C	D	E	
4&2 Schedule	PS-1.5			34.2111	35.6778	37.4625	Hourly
Patrolman Traffic				1,368.4428	1,427.1103	1,498.5011	Weekly
				71,159.0276	74,209.7337	77,922.0589	Yearly

		A	B	C	D	E	
5&2 Schedule	PS-1.5AD			35.1943	36.7030	38.5390	Hourly
Patrolman Traffic				1,407.7703	1,468.1182	1,541.5616	Weekly
				73,204.0537	76,342.1479	80,161.2013	Yearly

		A	B	C	D	E	
4&2 Schedule	PS-2			34.8555	36.5964	38.2971	Hourly
Detective/ School Resource				1,394.2203	1,463.8572	1,531.8824	Weekly
				72,499.4568	76,120.5736	79,657.8837	Yearly

		A	B	C	D	E	
5&2 Schedule	PS-2AD			35.8572	37.6477	39.3976	Hourly
Detective/ School Resource				1,434.2870	1,505.9075	1,575.9025	Weekly
				74,582.9241	78,307.1876	81,946.9281	Yearly

Appendix B

Hingham Police 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

Appendix C

**HINGHAM POLICE DEPARTMENT
PATROL OFFICER
PERFORMANCE EVALUATION and PROFESSIONAL DEVELOPMENT PLAN**

NAME: _____ SHIFT _____

ASSIGNMENT: _____ RANK: _____

SHIFT SUPERVISORS: _____

EVALUATION and DEVELOPMENT PLAN DATE: _____ MID-YEAR

REVIEW DATE: _____

SUMMARY OF OBJECTIVES

The objectives of this Performance Evaluation and Professional Development Plan are designed to improve overall performance of the individual officer, the department's performance and ultimately the services provided to the citizens of Hingham. It will identify strengths, areas to improve, set expectations and increase employee morale.

The evaluation process is based on an officer's overall performance of his/her duties. The diverse nature of police work and the wide spectrum of calls for service allow officers to apply individualized responses to resolve matters.

We examine how officers respond to calls and the effectiveness of the outcomes. During this process we must evaluate how the officer meets the requirements of his/her job description. In regard to that, we will look at citations, arrests, calls handled, attendance, accidents investigated and other numbers that are pertinent to the assignment. Shift assignment, call volume and other pertinent matters will be taken into account when reviewing these elements.

The Professional Development Plan will assist officers and supervisors in developing a plan for promoting officer's professional growth. The plan can include participation in routine training, educational programs, specialized training and/or the opportunity to develop skills through new work assignments.

REVIEW

Community Policing Activities: _____

Other Job Assignments: _____

Outside Job Related Activities: _____

Trainings: _____

Serving the Public : Is courteous in dealing with the public and effective in meeting the public's needs

Needs Improvement	Meets Requirements	Exceeds Expectations	Superior Performance
----------------------	-----------------------	-------------------------	-------------------------

Comments: _____

Planning and Organizing: Establishes a course of action, structures or arranges resources, and sets priorities for self and others to accomplish specific goals. Demonstrates ability to plan ahead, schedules work, sets realistic goals, anticipates and prepares future assignments, sets logical priorities and uses time wisely

Needs Improvement	Meets Requirements	Exceeds Expectations	Superior Performance
----------------------	-----------------------	-------------------------	-------------------------

Comments: _____

Communication: Expresses ideas orally and in writing, provides relevant and timely information to superiors, co-workers, subordinates and the public; listens to and understands others

Needs Improvement	Meets Requirements	Exceeds Expectations	Superior Performance
----------------------	-----------------------	-------------------------	-------------------------

Comments: _____

This professional development plan will identify officer's strengths and areas of improvement. The supervisor and the officer will develop two (2) mutually agreed - upon goals and include a plan and timeline to accomplish these goals. Accomplishments of prior goals may be used to evaluate some of the above categories. The Evaluation/development plan will be done in December and a review will take place in June to measure progress.

DEVELOPMENT PLAN

Officer Strengths _____

Areas to Improve _____

Development Plan _____

Training/Educational Programs

New Work Assignments

Other

Supervisor Signature

Officer Signature

Appendix D

EMPLOYEE HOME RESIDENCE LIST

Collective bargaining agreement requires a list of towns where employees are eligible to live. This is based on a 20 mile radius from the Hingham town line to the town line of the residence community. Failure to live within the 20 mile radius would be a violation of this CBA and the civil service residency rules and would result in termination.

1	Abington	31	Lynn	61	Rockland
2	Arlington	32	Lynnfield	62	Salem
3	Avon	33	Malden	63	Salem
4	Belmont	34	Manchester by the Sea	64	Saugus
5	Beverly	35	Mansfield	65	Scituate
6	Boston	36	Marblehead	66	Sharon
7	Braintree	37	Marshfield	67	Somerville
8	Bridgewater	38	Medfield	68	Stoneham
9	Brockton	39	Medford	69	Stoughton
10	Brookline	40	Melrose	70	Swampscott
11	Cambridge	41	Middleborough	71	Taunton
12	Canton	42	Millis	72	Wakefield
13	Carver	43	Milton	73	Waltham
14	Cohasset	44	Nahant	74	Walpole
15	Danvers	45	Needham	75	Watertown
16	Dedham	46	Newton	76	Wellesley
17	Dover	47	Norfolk	77	Weston
18	Duxbury	48	North Easton	78	Westwood
19	East Bridgewater	49	Norton	79	Weymouth
20	Easton	50	Norwell	80	Whitman
21	Everett	51	Norwood	81	Winchester
22	Foxborough	52	Peabody	82	Winthrop
23	Halifax	53	Pembroke	83	Woburn
24	Hanover	54	Plymouth		
25	Hanson	55	Plympton		
26	Holbrook	56	Quincy		
27	Hull	57	Randolph		
28	Kingston	58	Raynham		
29	Lakeville	59	Reading		
30	Lexington	60	Revere		

 Hingham Police Department	POLICIES AND PROCEDURES		1.19
	Subject: Body Worn Cameras		
	Issuing Authority: David P. Jones Chief of Police	Signature: 	Issue Date: XX/XX/XX Effective Date: XX/XX/XX
Accreditation Standards Referenced:		<input checked="" type="checkbox"/> New <input type="checkbox"/> Revision <input type="checkbox"/> Rescinds	
Revision Dates:			
Review Dates:			

I. GENERAL CONSIDERATIONS

The purpose of this policy is to establish guidelines for the proper use, management, storage, and retrieval of video and audio data recorded by Body Worn Cameras (BWCs). BWCs are an effective law enforcement tool that reinforce the public's perception of police professionalism and preserve factual representations of officer-civilian interactions. BWCs may be useful in documenting crime and accident scenes or other events that include the confiscation and documentation of incidental evidence or contraband.

This equipment will enhance the Department's ability to document and review statements and events during the course of an incident, and preserve video and audio information and evidence for investigative and prosecutorial purposes. BWC recordings, however, provide limited perspective of encounters and incidents and must be considered with all other available evidence, such as witnesses' statements, officer interviews, forensic analysis, and documentary evidence. Additionally, studies have shown that BWCs are a contributing factor in reducing complaints against police officers, increasing police accountability, and enhancing public trust.

II. PURPOSE

The purpose of this policy is to establish guidelines for the proper use, management, storage, and retrieval of video and audio data recorded by the Hingham Police Department through BWCs.

III. POLICY

It is the policy of the Hingham Police Department to respect the legitimate privacy interests of all persons, while ensuring professionalism in its workforce. Officers will only use BWCs within the context of existing and applicable federal, state, and local laws, regulations, and Hingham Police Department rules and policies. The Hingham Police Department prohibits recording civilians based upon the civilian's political or religious beliefs or upon the exercise of the civilian's constitutional rights, including but not limited to freedom of speech, religious expression, and lawful petition and assembly. BWC footage will not be reviewed to identify the presence of individual participants at such events who are not engaged in unlawful conduct.

IV. DEFINITIONS

BWC:

Body worn camera, a device that which can record both audio and video of an interaction with a civilian.

BWC Unit:

Personnel assigned to oversee and maintain BWC equipment, data, records requests, and documentation. The internal email address for this unit is video@hpd.org.

V. PROCEDURES

A. Training Requirements

1. Prior to its use, all officers will be trained in the proper use of BWCs. Additional training may be required at periodic intervals to ensure proper use and operation of the equipment, to ensure that the equipment is calibrated and operating properly, and to incorporate changes, updates, or other revisions in policy and equipment. Training will include the following:
 - a. Review of department policy;
 - b. Instruction in the systems features and functions as established by the manufacturer;
 - c. Procedures for properly securing audio/video evidence from BWCs; and
 - d. Review of privacy rights and associated case law.

B. Camera Activation and Use

1. Recordings will be specific to an incident. Officers will not indiscriminately record entire duties or patrols.
2. Officers will use BWCs only on duty and during engagement in a police function.
3. Officers will activate the BWCs and start recording upon arrival on scene of a call for service, when engaged in any law enforcement related encounter or activity, or upon activation of lights and siren. Officers will have to manually activate the BWC, unless the BWC is activated by the automatic trigger in the cruiser for activation of emergency lights and siren. Officers will make reasonable efforts to inform members of the public that they are being recorded.
4. Officers may use their discretion when deciding to activate the BWC during incidental public contact during the ordinary course of a duty day. Officers are not required, or expected, to activate their BWC when conducting police engagement activities or other situations that do not involve the delivery of police services. Officers may, at their own discretion, activate their cameras during these instances if they feel it useful or necessary. Officers may also activate their cameras outside of the mandatory requirements at their discretion, but again will make a reasonable effort to inform individuals they are being recorded.

5. Once activated, the BWC will remain activated until the event is completed in order to ensure the integrity of the recording, unless otherwise provided in this policy. If the officer de-activates the BWC, the officer should record the reason with a message on the BWC while activated, and subsequently document same in his/her incident or written report.
6. If an officer fails to activate the BWC, the officer will document in his/her incident or written report that a recording omission or failure occurred. If an officer is not required to create an incident or written report, the officer will nonetheless submit an email to his/her Officer-In-Charge (OIC) documenting the recording omission or failure. The OIC will approve and forward the email and the incident or written report, as applicable, to the Chief of Police.
7. Officers who are assigned to a uniformed function are required to wear BWCs while engaged in field activities, including detail assignments. Exceptions will be made where the Chief of Police or his/her designee determines that circumstances make it inappropriate to mandate wearing a BWC. Officers performing administrative duties for the department will not be required to wear BWCs, but these personnel will have their issued BWCs readily available to use if needed.

Exceptions will be made for the following:

- i. When the Chief of Police or his/her designee determines that circumstances make it inappropriate to mandate wearing a BWC.
 - ii. Personnel assigned to administrative duties for the department.
 - iii. These personnel will have their issued BWCs readily available.
8. Officers will notify pertinent department members and/or other criminal justice personnel (prosecutors, judges, or other law enforcement personnel) in any legal proceeding when a BWC recording of an incident or event is in existence.

C. Recording within a Residence

1. Upon entering a private residence without a warrant or in non-exigent circumstances, the officer will notify occupants they are being recorded. When determining whether or not to record, officers should weight residential privacy concerns with potential officer safety and legal liability issues. If the officer turns off the recording, the officer should record the reason with a message on the BWC while activated, and subsequently document the same in his/her report. If the officer does not create an incident or written report, the officer will submit an email to his/her OIC to document that they decided to stop recording, by the end of the shift. The OIC will submit the officer's email to the Chief of Police.

D. Recording in Areas Where There May be a Reasonable Expectation of Privacy

1. Officers should be mindful of locations where recording may be considered insensitive or inappropriate. At such locations, at the officer's discretion and based on the circumstances, the officer may turn off the BWC. The officer should record the reason with a message on the BWC while activated and subsequently document same in his/her written report. An officer also has discretion to divert the BWC away from any subjects and/or to record only audio, if appropriate for privacy or sensitivity

reasons. The officer must be able to articulate the reason for his/her decision to exercise that discretion.

2. If an officer uses his/her discretion to turn off the BWC, the officer will record the reason with a message on the BWC while activated and will document this action in his/her incident or written report. If the officer does not create an incident or written report, the officer will submit an email to his/her OIC to document that they decided to stop recording, by the end of the shift. The OIC will submit the officer's email to the Chief of Police.

E. Notice of Recording

1. The officer will make a reasonable effort to inform civilians that the officer is recording them unless an immediate threat to the officer's life or safety, or the life or safety of any other person, makes BWC notification dangerous. Officers will notify civilians with language such as "I am advising you that I am recording our interaction with my Body Worn Camera." Officers will not record civilians covertly.

F. Consent to Record

1. Officers do not have to obtain consent to record. If a civilian requests that the officer stop recording, the officer(s) has no obligation to stop recording if the officer is recording an occurrence identified in Section B. Officers should record the request to turn the BWC off and the officer's response to that request.

G. Recording of Victims / Witnesses

1. If an officer's BWC would capture a visual or audio recording of a victim or witness who is giving his/her first account of a crime, the officer may record the encounter but should weigh the potential evidentiary value of the information against the privacy interests of any victim or witness in determining whether to activate or discontinue audio and/or video recording. If the officer decides to activate and/or continue audio and/or video recording, the officer will make the notification specified in Section E. If a victim indicates in any way that they are uncomfortable with being recorded, the officer will inform the victim that the victim may request to have the BWC deactivated. If the BWC is already activated, the officer should record the request to deactivate the BWC and the officer's response.

H. BWC Deactivation

1. Prior to deactivating a BWC, the officer will state the reason for doing so. Generally, once the officer activates the BWC, the officer will continue recording until the event has concluded.

I. Camera Deployment

1. BWC equipment is the responsibility of every officer issued the equipment. Officers must use the equipment with reasonable care to ensure proper functioning. Officers will inform their OIC immediately of equipment malfunctions or loss so that the OIC can procure a replacement unit.
2. Officers will use only BWCs issued by the Hingham Police Department. The BWC

equipment and all data, images, video recordings, audio recordings, and metadata captured, recorded, or otherwise produced by the equipment is the sole property of the Hingham Police Department and will not be released without the authorization of the Chief of Police or his/her designee.

- a. At the beginning of each shift, the officer will:
 - i. Ensure that the issued equipment has a fully charged battery and is functioning properly; and
 - ii. Notify an OIC whenever there is a malfunction or damage to the BWC.
- b. During each shift, the officer will:
 - i. Affix his/her BWC properly upon his/her uniform in a manner consistent with training;
 - ii. Position and adjust the BWC to record events;
 - iii. Position and adjust the BWC microphone to ensure that it is unobstructed;
 - iv. Activate the BWC and record as outlined in this policy;
 - v. Document the existence of a BWC recording in all of the appropriate documents-i.e. incident or written report, citation, field interview, arrest report;
 - vi. Notify specialized units (i.e. detectives, traffic, K-9, etc.), or outside agencies (i.e. Metro SWAT, other police departments, etc.) of the existence of a BWC recording, as appropriate or as required by law,
 - vii. Document in the incident report the circumstances and reasons if they fail to activate the BWC, fails to record the entire contact, interrupts the recording, or the BWC malfunction or if the officer does not create an incident or written report, the officer will submit an email to his/her OIC to document the circumstances and reasons, which the OIC then will submit to the Chief of Police.

J. Request to Redact

1. Officers wearing BWCs should be aware that their BWCs may unintentionally capture private/security information such as door codes, phone codes, and computer codes. If the officer knows that his/her BWC captured sensitive information or material, the officer will inform the BWC Unit and request redaction of the video prior to distribution to any outside parties. The officer will document in the email to the OIC the nature of the information captured and the request for redaction. The OIC will submit the officer's email to the Chief of Police. The Chief of Police will authorize redaction when they determine it is necessary.

K. Recording Restrictions – Improper Recording

1. Officers will not use BWCs to record any persons or events in violation of this policy or any rule of the Hingham Police Department, including:
 - a. During breaks, lunch periods, or time periods when an officer is not responding to a call, or when not in service;
 - b. Any personal conversation of or between other department employees without

- the recorded employee's knowledge;
- c. Non-work-related personal activity, especially in places where a reasonable expectation of privacy exists, such as locker rooms, dressing rooms, or restrooms;
- d. Investigative briefings;
- e. Encounters with undercover officers or confidential informants;
- f. Departmental meetings, workgroups, in-service training, or assignments of an operational or administrative nature;
- g. A telephone conversation, except in accordance with the provisions of State and Federal Law while in the performance of official duties; and
- h. Strip searches.

Exceptions to the foregoing may be granted for training purposes, with notification to involved personnel.

L. If an officer inadvertently records as listed above, the officer will follow the request to redact/delete procedures described in Section J.

M. Improper Use of BWC Footage

1. Officers will use BWC data, images, video recordings, audio recordings, or metadata only for legitimate law enforcement reasons. Officers will not use data, images, video recordings, audio recordings, or metadata for personal or non-law enforcement reasons.
2. Department personnel will not use BWC data, images, video recordings, audio recordings, or metadata to ridicule or embarrass any employee or person depicted on the recording.
3. All data, images, video recordings, audio recordings, and metadata are the property of the Hingham Police Department. Department personnel will not disseminate BWC data, images, video recordings, audio recordings, or metadata except as noted above, or unless the Chief of Police or his/her designee approve the dissemination and the department personnel disseminates the BWC data, images, video recordings, audio recordings, or metadata in the course of his/her official duties.
4. Department personnel will not copy or otherwise reproduce any BWC recording/footage (including using an iPhone, iPad, or other electronic or other device), absent exigent circumstances and in the interest of public safety.
5. Shift supervisors (Sergeants, Lieutenants, and Administration) will not randomly review BWC recording/footage without a legitimate purpose.

N. Supervisor Responsibilities

1. All Duty Supervisors assigned to oversee officers utilizing Department-issued BWCs will:
 - a. Ensure officers are utilizing their BWC consistent with this directive,

- b. Contact the BWC Unit whenever any officer is unable to use the BWC or upload digitally recorded data due to technical problems, and
- c. Request replacement BWC equipment from the BWC Unit when an officer indicates the equipment is lost or malfunctioning via email, issue a spare BWC, and ensure a new BWC is received by the requesting officer.

O. Internal Access / Review

1. BWC video footage is a tool that may aid officers in providing an accurate and complete account of any incident. BWC footage should not replace an officer's memories of the incident. The officer is entitled to base his/her statement or account of any incident on his/her memories, not solely on the video.,
2. Officers may review their own BWC recording when they are involved in an accident, for the purposes of completing an investigation and preparing official reports. To help ensure accuracy and consistency, officers should review the BWC recording prior to preparing reports.
3. Officers may view their own BWC recording when they are preparing for court. Officers should advise the prosecuting attorney that they reviewed the BWC recording.
4. Officers may view their own BWC recording when they are providing a statement pursuant to an internal investigation or involving other critical incidents. At the officer's request, the officer's attorney and/or Union Representative may be present when the officer views the video.
5. Officers may view their own BWC recording to ensure the BWC system is working correctly or to review/critique his/her own performance.
6. If an officer requests access to footage be made available for a time frame longer than the retention schedule allows (see Section X below), a request to extend retention schedule via the BWC Special Notification Form must be sent to the Evidence Unit.
7. If an officer needs a physical copy of his/her footage, a request will be made utilizing the BWC Special Notification Form and sent to the Video Evidence Unit. Physical copies of the video will be subject to M.G.L. Ch. 66, Sec. 10 and in accordance with all applicable state laws and regulations.
8. Officers may allow fellow officers to view their footage for report writing purposes.
9. Officers wishing to view BWC footage for circumstances not listed above should contact the BWC Unit.
10. The foregoing rules shall not apply to officer access to his/her BWC recording in circumstances involving officer-involved death, officer-involved shooting, or any incident involving the use of deadly force. Such access is governed by Section P below.

P. Officer Access to Footage Following an Officer Involved Death, Officer Involved Shooting, or Other Use of Deadly Force

1. Following an officer-involved death, officer involved shooting, or other use of deadly force, officers and supervisors at the scene will not view any video.
2. The on-scene incident commander will be permitted to view BWC video and relay necessary information if exigent circumstances exist and it is necessary to view the video to (1) identify suspect information or (2) gather pertinent information that is necessary to protect life or safety prior to investigators arrival on scene.
3. At a time determined by the supervisor in charge of the investigation, officers who:
 - a. Were involved in the incident,
 - b. Discharged their weapon, and/or
 - c. Witnessed the incident, may view their own video before giving a statement. At the officer's request, the officer's attorney and/or Union Representative may be present when the officer views the video.

Q. Officer Access to Footage

1. In the event of officer-involved death or officer-involved shooting, or any other use of deadly force, officers who need to review video or audio footage from another officer will make a request via the BWC Special Notification Form to the Evidence Unit describing why they need to review the footage for any request beyond what is authorized in Section P.
2. The Office of the Chief of Police will approve or deny the request. In the event of approval, the Evidence Unit will provide access to the video and audio footage to the requesting officer. If providing another officer's video or audio, the Evidence Unit will notify the officer whose BWC footage is requested that the BWC footage is being shared and the names of the officers given access to the footage.

R. Supervisor Access to Footage

1. Any supervisor within the officer's chain of command may review BWC footage. A supervisor outside the chain of command will only be allowed to review the footage with the permission of the Chief of Police.
2. Supervisors may review BWC data, images, video recordings, audio recordings, or metadata, consistent with this policy, to assist them in completing use of force reviews and investigating complaints. All such this review will be documented in the supervisor's report.

S. Audit and Review of Access to Footage

1. BWC system will create and maintain a log any time a recording is accessed, viewed, or downloaded.
2. A quarterly audit and review of all access will be conducted to determine if there was any unauthorized access to officer video and why such access was performed. The results of the audit and review will be made available in the OIC's Office.

3. Random audits of recorded video may be conducted to verify that BWCs are functioning properly and are being used in accordance with this policy.
4. Minor infractions and minor deviations from the Hingham Police Department policy observed through the review of recorded data will not be subject to the disciplinary process but may be treated as a training opportunity.

T. External Access

1. Prosecutorial / Law Enforcement Access

- a. Federal, state, and local prosecutors will make requests for BWC footage directly to the Records Division. An officer who receives a subpoena for BWC footage will direct the subpoena to the Prosecutor's Office. The Prosecutor's Office will provide a copy of the subpoena as soon as practicable to the Evidence Unit for response as appropriate.
- b. Upon receipt of any request related to ongoing prosecutions, the BWC Unit will determine if the case has been assigned to a detective. If the case has a detective assigned, the Unit will advise the federal, state, and local prosecutors to directly contact the detective supervisor for the related case. The detective supervisor or his/her designee will then contact and authorize the release of the video, as appropriate.
- c. If no detective is assigned to the case, the Evidence Unit will review the BWC footage and provide it directly to the requestor after approval from the Evidence Unit supervisor.
- d. Officers are not permitted to provide video for routine requests to any external partners and will forward any requests made without a subpoena directly to the BWC Unit, absent exigent circumstances.

U. Public Information Requests

1. The BWC Unit will respond to public information requests submitted under M.G.L. Ch. 66, sec. 10, in accordance with all applicable state laws and regulations.

V. Officer Notification:

- a. In cases where the officer has not received a subpoena or request for BWC footage directly, the BWC Unit will inform officers when his/her videos and/or BWC information are released, unless prohibited by legal or investigative restrictions.

W. Detective Notification:

- a. When releasing BWC footage to the public that has been designated as part of an investigation via the BWC Platform, the assigned detective will be notified, unless prohibited by legal or investigative restrictions.

X. Retention

1. Video Storage: BWC recordings and data are kept in a cloud-based storage platform managed by the BWC Unit.
2. Video Footage Retention: The department will retain BWC footage based on categorization, but may retain the footage longer on a case-by-case basis as determined by the Chief of Police or his/her designee. The footage retention schedule for cloud-based footage access is as follows:
 - a. Schedule I - Indefinite Retention
 - i. Death Investigation
 - ii. Lethal/Less Lethal
 - iii. Sexual Assault / Abused Person
 - b. Schedule II - 7 Year Retention
 - i. Use of Force
 - ii. Arrest
 - iii. Felony - No Arrest
 - c. Schedule III - 3 Year Retention
 - i. Misdemeanor - No Arrest
 - ii. Investigate Person
 - iii. Investigate Premise
 - d. Schedule IV - 180 Day Retention
 - i. Significant Event - Public Safety
 - ii. Traffic Stop
 - iii. Encounter/FIO
 - iv. Medical
 - v. No Report
 - e. Schedule V - 180 Day Retention:
 - i. Test/Training

This document is issued by the Chief of Police in accordance with Massachusetts General Laws Chapter 41, Section 97. It is effective upon receipt and supersedes all previous documentation issued on the same subject. It will be used in conjunction with all other existing orders, rules and regulations, of the department, as well as state and federal law.