

AGREEMENT

Between

THE TOWN OF HINGHAM

And

HINGHAM POLICE SUPERIOR OFFICERS UNION, MCOP, LOCAL 405

July 1, 2021 – June 30, 2024

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(Superior Officers' Contract 2021-2024)

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TOWN OF HINGHAM

and

HINGHAM POLICE SUPERIOR OFFICERS UNION, MCOP, LOCAL 405

July 1, 2021 – June 30, 2024

This AGREEMENT is made and entered into by and between the Town of Hingham, Massachusetts (hereinafter referred to as the "Town") and the Hingham Police Superior Officers Union (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 Superior Officers, but excluding the Chief, Deputy Chief, all patrolmen, all office, clerical and custodial employees, dispatchers, 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 B, Schedules 1, 2, 3, and 4, respectively.

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 the new salary scale at two steps above the employee's salary in the former position; but no more than the top step for the higher-rated position. If an employee should be transferred to a lower rated job classification, they shall enter it at the step rate based on their length of service on the previous job. The date on which an employee is promoted or permanently transferred to another job classification shall be their anniversary date for subsequent pay rate increases in such job classification in accordance with Section 2.2 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.

2.5 Effective July 1, 2013, the differential for a sergeant taking over command for a full shift in place of a lieutenant shall be \$50.00 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 their 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.

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, sergeants and lieutenants will be treated together. 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 shall be worked by the supervisor on the prior shift; provided that, absent exigent circumstances, no employee shall be required to work more than sixteen (16) consecutive hours. 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 24 shall apply.

3.7 Equivalent time off may only be taken by an employee with the approval of the Chief, or their designee, and shall be at the discretion of the Chief or their designed.

3.8 When another unit employee is absent for an extended period of time, the use of equivalent time off may be prohibited by the Chief in their discretion for the first thirty (30) days.

ARTICLE 4
VACATIONS

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

<u>Time Employed</u>	<u>Length of Vacations</u>
Up to 6 months _____	1 day for each month prior to July 1 st
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 their annual vacation for each month, or portion thereof, worked. The Town may recoup any vacation pay received which is in excess of the vacation pay earned as of the date the employee leaves the service of the Town.

ARTICLE 5
HOLIDAYS

5.1 The following are designated as holidays hereunder:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	Independence 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 After three (3) months' employment by the Hingham Police Department and up to one (1) year, an employee absent because of their 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 1/1/92, 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.

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

6.3 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 their 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 their employment by the Town as a police employee.

6.3.1 Accumulated unused sick leave will be paid by the Town, at retirement under the Town's retirement plan, after the completion of twenty-five (25) years of service in the Department, provided that the officer has accrued more than one hundred and fifty (150) days of sick leave as of date of retirement.

<u>ACCRUED SICK DAYS</u>	<u>BENEFIT PAY OUT</u>
151-200 days of accrual _____	\$1,800
201-250 _____	\$3,240
251-300 _____	\$4,680
301-350 _____	\$6,120
351-400 _____	\$7,560
401 or more _____	\$9,000

This payment will be paid in a separate check immediately following retirement.

6.4 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.

6.5 If an employee is denied paid sick leave because the one (1) hour notice required in Section 6.5 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.

6.6 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.

6.7 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, provided that this restriction shall not apply to any employee who has not been absent more than three (3) days during the prior twelve (12) month period. Said forty-eight (48) hour period shall begin at the time when the employee's shift would have ended. This section shall be effective on 4/1/91. The inclusion of this proposal in the Collective Bargaining Agreement shall not be construed to be an addition to or a restriction on the Town's or the Police Chief's authority to promulgate regulations regarding the use or abuse of sick leave.

ARTICLE 7 PERSONAL DAYS

7.1 Personal days will be granted effective January 1, 1993 according to the following schedule:

- a. Four (4) personal days during each calendar year; and
- b. 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 31st of the next calendar year.
- c. 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 25th).

ARTICLE 8 BEREAVEMENT LEAVE

8.1 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 9
COURT TIME

9.1 An employee who while not on regular duty attends as a witness, pursuant to a lawful subpoena served upon them in a civil case in a court of the Commonwealth to testify as to matters which they observed in the course of performing their 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. However, an employee shall not be paid for any time in attendance at a court if they are a party to the proceeding or for services as a witness at an autopsy or inquest or in proceedings for commitment of insane persons.

9.2 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, shall, in lieu of the witness fee to which the employee would otherwise be entitled under General Laws, Chapter 262, Section 53, at the employee's option, either receive additional pay for the time during which employee was in attendance at such court, but in no event shall the employee receive less than four (4) hours additional pay at the rate of time and one half (1½) the employee's regular hourly rate, or, unless the Chief determines that there is a personnel shortage or other cause for denying the option, take compensatory time off in an amount which is equal to the time during which the employee was in attendance at such court, but in no event shall less than six (6) hours compensatory time off be granted to the employee." (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.

ARTICLE 10
LONGEVITY INCENTIVE

10.1 Effective July 1, 2016, 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_____	\$900
At least 15 years but less than 20 years_____	\$1,250
At least 20 years but less than 25 years_____	\$1,500
25 years but less than 30 years_____	\$1,900
30 years and over_____	\$2,700

10.2 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.

10.3 Effective July 1, 2021, the longevity incentive provided for in this Article shall be available only to employees who hold full-time positions as of that date and continue to hold full-time positions thereafter. It shall not be available to full-time employees hired after July 1, 2021

ARTICLE 11
EDUCATIONAL INCENTIVE PROGRAM

11.1 This Article is effective January 23, 2014. Employees who have earned and received an associate's, a bachelor's or a master's degree in a recognized law enforcement program from an accredited college or university and whose degree would have met the standards and procedures for qualifying degrees under Section 108L of Chapter 41 of the General Laws of Massachusetts (Quinn Bill) as of June, 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, paid as provided herein.
- d. Upon receipt of the degree, the employee shall be entitled to payment of the appropriate amount except as provided for 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.
- e. 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 provided the officer has worked in such capacity for at least one year. If the employee has not worked for at least one year as such, the employee shall work for one year with said degree prior to being entitled to the payment of the benefit outlined above. Upon completion of one year of service with said degree, the officer shall be entitled to payment outlined above. The payment date shall be the anniversary date of their having completed the one year period. This provision shall not be deemed to apply to lateral transfers who would otherwise be eligible for benefits under this Article.
- f. Payments under this Article shall be included in 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.

11.2 The parties agree that the Educational Incentive Program under this article is a contractual benefit and that any improvement in Section 108L benefits which may be enacted by the General Court shall not apply to employees eligible for benefits under this article.

11.3 If Quinn Bill funding becomes available from the Commonwealth to the Town, the Town shall seek reimbursement for any eligible employee and entitled to retain the reimbursement received.

ARTICLE 12
SHIFT DIFFERENTIAL

12.1 Effective July 1, 2019, an employee (including an employee serving as a Detective) who is regularly assigned to work the evening shift (meaning a shift commencing on or after 4:00 P.M. and before 12:00 midnight) shall receive a

shift differential equal to six percent (6%) of their weekly salary set forth in Schedule PS-1 (SO) attached hereto for the time worked during the hours of their 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 on or after 12:00 midnight and before 5:00 A.M.) will receive, effective July 1, 2019, a shift differential equal to eight percent (8%) of their weekly salary set forth in Schedule PS-1 (SO) attached hereto for the time worked during the hours of their regularly assigned shift.

12.2 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 13 MANAGEMENT

13.1 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 14 SECURITY

14.1 The Town agrees not to discriminate in any way against any employee on account of their lawful activities on behalf of the Union.

ARTICLE 15 WORK SCHEDULE

15.1 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. 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 (e.g., Prosecuting Officer) shall be paid based on the salary schedule set forth in Appendix B (5 & 2 Schedule) and not based on the salary schedule set forth on Appendix B which applies to employees who work a schedule of four (4) consecutive eight hour days on duty followed by two (2) consecutive days off (4 & 2 Schedule.) Such employees shall not receive any compensatory time off.

15.2 Subject to operating requirements of the Department as determined by the Police Chief, a steward will remain on their 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.

ARTICLE 16 SENIORITY

16.1 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 according to their date of promotion. 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 their 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.

16.2 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 their vacation period has been selected and the vacation list removed, their scheduled vacation period shall not be changed.

16.3 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 17 and 18 of this Agreement.

16.4 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.

16.5 Permanent vacancies in the assignments of Sergeant/ Prosecuting Officer, Sergeant/ Traffic Safety Officer, Sergeant Detective and Administrative and Lieutenant 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 foregoing indicates the rank of the incumbent in each position. Before filling a vacancy in any of the foregoing positions with a police officer holding a different rank than that held by the incumbent, the Chief will discuss the matter with the Personnel Board and representatives of the Union. The Town may exercise its sole discretion in filling such vacancies.

ARTICLE 17 GRIEVANCE PROCEDURE

17.1 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 17.4. 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 their standing in the Department. The Union shall be entitled to have a Union representative attend any scheduled meeting with the Police Chief relative to the processing of a grievance.

17.2 Before a grievance is submitted in the formal grievance procedure set forth in Section 17.3, the aggrieved employee may present the matter informally to the Chief or in their absence, the person acting for them. Every effort should be made to reach a resolution of the grievance through this informal procedure.

17.3 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 their 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 their 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 their 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 Select Board and Personnel Board within fifteen (15) days after the decision of the Chief or their 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 Town Administrator or the Select Board 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 their 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 Town Administrator or Board of Selectman, as the case may be, but the ordinary legal rules of evidence shall not apply except to the extent deemed appropriate by the Town Administrator or Select Board, as the case may be. Within fifteen (15) days after the close of the hearing, the Town Administrator or the Select Board, as the case may be, shall render a written decision upon the grievance (the "Step 2 Decision").

17.4 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.

17.5 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 18 ARBITRATION

18.1 The Union, by written notice to the Select Board and the Chief given within thirty (30) days after the decision of 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 17. Any such grievance shall be considered settled on the basis of the decision of the Select Board 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 Select Board 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.

18.2 If the Town and the Union are unable to agree on the selection of an arbitrator within ten (10) days after receipt by the Select Board 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.

18.3 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 deduction from, any of the provisions of this Agreement. No arbitrator shall have any authority or power to reverse, set aside or modify the decision of the Select Board on any grievance submitted to them hereunder except to the extent that they find that such decision of the Select Board was arbitrary or capricious; otherwise, all decisions of the Town Administrator or the Select Board, as the case may be, shall be final and binding on the parties. The decision of the arbitrator, if within the scope of their power

and authority under this Agreement and made in accordance herewith, shall be final and binding upon the parties.

18.4 The arbitrator shall hold a hearing on the grievance, giving the parties a full opportunity to be heard, as soon as is practicable after their selection and shall endeavor to render their 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 19 UNION ACTIVITIES

19.1 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.

19.2 Union Activities (new Section 19.2): Subject to staffing needs, as determined by the Chief, leaves of absence with pay shall be granted to members of the Executive Board of the Union to attend conferences or seminars that are relevant to their role as members of the Executive Board of the Union. Such leave shall not exceed a total of four (4) days per year and no more than two (2) members of the Executive Board may take any such leave of absence at the same time. Official written notice will be given to the Chief at least fourteen (14) days prior to such leave of absence.

ARTICLE 20 INDEMNIFICATION

20.1 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.

20.2 If the Union is not satisfied that Section 7A of the Town of Hingham By-Laws applies to and provides adequate indemnification for the bargaining unit members, the Select Board will propose at the next Annual Town Meeting that the Town adopt G.L. c. 258 § 13.

ARTICLE 21 PAYROLL DEDUCTIONS

21.1 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.

21.2 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 requirements 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 their duties, in such sum and with such surety or sureties as are satisfactory to the Treasurer of the Town.

21.3 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 22
AGENCY SERVICE FEE

22.1 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.

22.2 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 23
CLOTHING

23.1 A voucher system is installed to permit each employee to obtain replacement clothing (including shoes) effective July 1, 2013, up to a maximum of one thousand dollars (\$1,000) annually. In addition to the clothing allowance provided in this section, the Town will install a voucher system to permit each employee who also serves in the following capacities to obtain replacement clothing (including shoes) for their duties up to the maximum cost shown next to each:

Prosecutor - \$900

Assistant Prosecutor - \$300

Administrative Lieutenant - \$600

ARTICLE 24
POLICE DETAILS

24.1 Effective as soon after execution of a memorandum of agreement between the Town and the Union as is feasible, the detail rate shall be the overtime rate for a patrolman at top step plus \$1.00. 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

24.2 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 hour

minimum for the detail. The officer assigned to such detail will be paid the four hour minimum for the detail as provided in Section 24.1.

24.3 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 Year's Eve, will be paid at 1 ½ times the current detail rate with the same minimums as provided in Section 24.1

24.4 Any private, non-Town detail worked between the hours of 12:00 a.m. and 5:00 a.m. will be paid at one and one-half (1 ½) times the current detail rate, with the same minimums as provided in Section 24.1.

24.5 Any private, non-Town detail hired for a labor dispute, strike, protest or similar event will be paid at 1 ½ times the current detail rate, with the same minimums as provided in Section 24.1.

24.6 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.

ARTICLE 25 DAY OFF EXCHANGES

25.1 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 their determination.

ARTICLE 26 FAMILY AND MEDICAL LEAVE ACT (FEDERAL LAW)

26.1 Superior Officers requesting leave under the FMLA will be required to complete form WH 380 (Certification of Physician or Practitioner.)

ARTICLE 27 CONTINUITY OF OPERATIONS

27.1 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.

27.2 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.

27.3 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.

27.4 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."

ARTICLE 28 COMPLETE AGREEMENT AND SEVERABILITY

28.1 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.

28.2 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 29
DURATION

29.1 Except as specifically provided for in any other Article or Section this Agreement shall become effective July 1, 2021, and shall continue in effect through June 30, 2024, 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.

The economic changes 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.

All other terms of the Collective Bargaining Agreement between the Town of Hingham and the Union, effective July 1, 2021 through June 30, 2024, and all appendices thereto, shall remain the same, except that the attached Appendix B shall be substituted for the corresponding Appendix B in the 2020-2021 Agreement

ARTICLE 30
PERFORMANCE EVALUATION PROGRAM

Effective immediately, the Performance Evaluation and Professional Development Plan shall be done on a semi-annual basis consistent with the plan attached as Appendix C.

ARTICLE 31
STIPENDS

31.1 Effective July 1, 2004, the following stipends will apply:

Head Firearms Instructor_____	\$1,500/year
Firearms Instructor_____	\$1,250/year
NIBRS_____	\$1,000/year
LEAPS_____	\$1,000/year
Fleet Maintenance_____	\$1,000/year
Breathalyzer Keeper of Records_____	\$1,000/year

31.2 Effective July 1, 2007, the following stipends will apply:

Public Information Officer_____	\$ 500/year
Training Supervisor/Coordinator_____	\$ 500/year

31.3 Effective July 1, 2016, the following stipend will apply:

Radio Communications Maintenance Stipend - \$1,000/year

31.4 First Responder and Medical Technology Incentive Payment plan. Employee covered under this Agreement shall meet the requirements of Massachusetts General Laws, Chapter 111, Section 201, which currently requires:

- A. Training in first aid, including cardiopulmonary resuscitation ("CPR") and automatic or semi-automatic cardiac defibrillation;
- B. Satisfactory completion of a refresher course in CPR each year and in other first aid every three years.

The training shall meet the standards prescribed by the Massachusetts Department of Public Health, shall be no less than the standards prescribed by the Committee on Cardiopulmonary Resuscitation and Emergency Cardiac Care of the American Heart Association, and shall be completed by all employees as soon as practical, but in no event more than one year after the date of employment. The training shall be provided at no cost to the trainee.

This section shall not apply to police officers whose duties are primarily clerical or administrative.

Effective July 1, 2019, a stipend of \$12.00 per week shall be paid to those employees who are certified by an appropriate agency or entity as a first responder, which shall include being qualified to operate the semi-automatic defibrillator and to dispense nasal Naloxone (Narcan). The stipend will be paid weekly. The certification must be maintained in full force and effect as a condition of the payment of the stipend.

ARTICLE 32
DRUG AND ALCOHOL TESTING POLICY

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

- a. The possession, use, transfer, manufacture or sale of any illegal drug.
- b. The possession or use of alcohol during working hours, or while using Town vehicles or facilities.
- c. Driving under the influence of alcohol or drugs.
- 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 or alcohol related offense.

Any employee who is arrested either on a drug-related offense or driving while intoxicated must notify the Chief immediately, irrespective of whether the conduct occurred during working time.

For purposes of this Section, possession shall refer to unauthorized possession. An employee with a valid prescription for medical marijuana shall not be deemed to be in unauthorized possession.

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

An employee who is taking a controlled substance under a valid prescription should check with their physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently. Any questions or doubts should be raised with the Chief, who will consult with the Town's physician. The employee will give permission for the Town's physician to consult with their physician. All efforts will be made to protect the employee's medical confidentiality. Employees are required to take whatever steps are necessary to allow the Chief to communicate with the physician prescribing the medications. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol, Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

Drug and Alcohol Testing

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

1. **New Hires:** Each new employee will submit to a drug test shortly after the Town has made a conditional offer of employment. Should the candidate fail the test, the offer of employment shall be deemed revoked.
2. **Reasonable Suspicion:** An employee may be tested after a determination is made that there is reasonable suspicion to test the employee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs or alcohol so that the employee's ability to perform their duties is impaired. Reasonable suspicion shall be based upon objective facts obtained by the department and the rational inferences that may be drawn from those facts. The available information, the degree of corroboration, the results of any inquiry and any other relevant factors shall be weighed in determining the presence or absence of reasonable suspicion. The determination of reasonable suspicion must be made by a Lieutenant, the Deputy Chief or the Chief and approval must be obtained from the Deputy Chief the Chief or, in their absence, a designated Lieutenant 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, the Lieutenant will obtain approval from the Chief, the Deputy Chief or, in their absence, a designated Lieutenant prior to ordering a test.
4. **Follow Up Testing:** An employee who has violated the drug and alcohol policy, may be required to submit to follow-up testing as a condition of their continued employment. The length of this period shall be determined by a substance abuse professional ("SAP") as discussed below. A program of follow-up testing will be set forth in writing and will continue for a set period of time. During a follow-up testing period, an employee will be subject to unannounced testing for drugs and/or alcohol.

5. Special Assignments: An employee assigned to duties involving narcotics investigation 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 they are voluntarily agreeing to this requirement as a condition of such assignment. An employee's refusal to accept such a condition shall permit the employer to reassign the employee but shall result in no other adverse action to the employee.
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 direct the employee to report 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. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. The sample will be properly sealed and labeled, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce picture identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test. All testing shall be done by laboratories certified under the Department of Health and Human Services (HHS) mandatory guidelines for federal workplace drug testing programs and shall comply with such guidelines.
2. Processing: Urine samples will be screened initially by an Immunoassay or comparable screening test, with positive results confirmed by Gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines and any other non-prescription, illegal drug(s) that may be detected by the testing process.
3. Reporting of Results: The results of a drug or alcohol test will be reported verbally and in writing to the Chief or the person they designate to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. The results of the test will be maintained in the strictest confidence by the Town and will not be disseminated except on a "need to know" basis. Positive Results: Before a positive test is reported to the Town by the testing laboratory, the doctor who interprets the results ("Medical Review Officer") will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer shall require that the employee produce any necessary written proof and the employee shall authorize the Medical Review Officer to obtain further information from their health care providers. If the Medical Review Officer determines that the employee's explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as "negative". The laboratory will not provide

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

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

D. Searches: The Town has the right to search for alcohol or drugs on Town-owned or controlled premises, including in desks, tool boxes, Town vehicles, or in other Town owned or controlled containers on the premises that may conceal substances prohibited by this policy. Officers' 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.

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 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 33
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 an employee will not be entitled to receive injured on duty payments or benefits if they are injured while exercising or preparing to participate in the Health and Wellness Program.

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

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

ARTICLE 34
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 F. The communities listed have been selected because they are within twenty (20) miles of the Town at the closest border points.

ARTICLE 35
BODY WORN CAMERAS POLICY

35.1 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 G.

35.2 There shall be a five (5) person committee comprised of the Police Chief, Deputy Police Chief, one (1) member appointed by the Union, one (1) member appointed by the Hingham Police Patrolman’s Association 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) consistency in terms based upon the adoption of a BWC policy by the Town for the Hingham Police Department Patrolmen’s Association Union (“Patrolmen’s Union”); (b) as needed to reflect technological changes and upgrades in BWC equipment; (c) as necessary to reflect changes in statutory or case law applicable to the Town of Hingham; (d) 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 (e) as otherwise necessary.

ARTICLE 36
ADVANCE RETIREMENT NOTICE

36.1 Any Union member who gives a minimum of one year’s notice to the Town of Hingham of their retirement from the Hingham Police Department shall be entitled to a one-time payment of \$2,000, payable within thirty (30) days of their retirement. Notice of retirement shall be given in writing, by hand, and email to the Police Chief with a copy by email to the Town Manager.

IN WITNESS WHEREOF, the Union and the Town, by their duly authorized representatives, have executed this Agreement as of June 14, 2022.

TOWN OF HINGHAM, MA
SELECT BOARD

HINGHAM POLICE SUPERIOR OFFICERS
UNION, MCOP, LOCAL 405

Will C. Rensy

Sean Campbell

Elizabeth

Christopher Menna

[Signature]

[Signature]

Date 6/28/22

Date 6/2/22

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: _____

Appendix B

**Hingham Police Superiors Wage Schedule
Effective July 1, 2021
Appendix B, Schedule 1**

4&2 Schedule	PS-3	\$38.6217	\$40.6377	\$42.6537	HOURLY
Sergeant		\$1,544.8669	\$1,625.5068	\$1,706.1466	WEEKLY
		\$80,333.0801	\$84,526.3529	\$88,719.6258	ANNUAL

5&2 Schedule	PS-3.AD	\$39.8817	\$41.8210	\$43.8808	HOURLY
Sergeant		\$1,595.2668	\$1,672.8389	\$1,755.2318	WEEKLY
		\$82,953.8756	\$86,987.6218	\$91,272.0527	ANNUAL

4&2 Schedule	PS-4	\$40.8787	\$43.0152	\$45.1517	HOURLY
Admin Sergeant		\$1,635.1485	\$1,720.6092	\$1,806.0700	WEEKLY
Prosecutor/ Detective		\$85,027.7225	\$89,471.6801	\$93,915.6378	ANNUAL

5&2 Schedule	PS-4.AD	\$42.0511	\$44.2533	\$46.6309	HOURLY
Admin Sergeant		\$1,682.0423	\$1,770.1326	\$1,865.2351	WEEKLY
Prosecutor/ Detective		\$87,466.2018	\$92,046.8966	\$96,992.2238	ANNUAL

4&2 Schedule	PS-5	\$46.1269	\$48.5044	\$50.8820	HOURLY
Lieutenant		\$1,845.0751	\$1,940.1776	\$2,035.2800	WEEKLY
		\$95,943.9056	\$100,889.2328	\$105,834.5600	ANNUAL

5&2 Schedule	PS-5.AD	\$47.4855	\$49.8959	\$52.3392	HOURLY
Lieutenant		\$1,899.4194	\$1,995.8366	\$2,093.5686	WEEKLY
		\$98,769.8069	\$103,783.5026	\$108,865.5670	ANNUAL

4&2 Schedule	PS-6	\$47.4197	\$50.7067	\$52.7227	HOURLY
Admin Lieutenant		\$1,896.7898	\$2,028.2678	\$2,108.9077	WEEKLY
		\$98,633.0697	\$105,469.9276	\$109,663.2004	ANNUAL

5&2 Schedule	PS-6.AD	\$48.7784	\$52.1639	\$54.2456	HOURLY
Admin Lieutenant		\$1,951.1341	\$2,086.5564	\$2,169.8259	WEEKLY
		\$101,458.9710	\$108,500.9346	\$112,830.9446	ANNUAL

**Hingham Police Superiors Wage Scale
Effective November 11, 2021
Appendix B, Schedule 2**

4&2 Schedule	PS-3	\$39.0079	\$41.0440	\$43.0802	HOURLY
Sergeant		\$1,560.3156	\$1,641.7619	\$1,723.2081	WEEKLY
		\$81,136.4109	\$85,371.6165	\$89,606.8220	ANNUAL

5&2 Schedule	PS-3.AD	\$40.2805	\$42.2392	\$44.3196	HOURLY
Sergeant		\$1,611.2195	\$1,689.5673	\$1,772.7841	WEEKLY
		\$83,783.4144	\$87,857.4980	\$92,184.7732	ANNUAL

4&2 Schedule	PS-4	\$41.2875	\$43.4454	\$45.6033	HOURLY
Admin Sergeant		\$1,651.5000	\$1,737.8153	\$1,824.1307	WEEKLY
Prosecutor/ Detective		\$85,877.9997	\$90,366.3969	\$94,854.7941	ANNUAL

5&2 Schedule	PS-4.AD	\$42.4716	\$44.6958	\$47.0972	HOURLY
Admin Sergeant		\$1,698.8628	\$1,787.8340	\$1,883.8874	WEEKLY
Prosecutor/ Detective		\$88,340.8638	\$92,967.3656	\$97,962.1460	ANNUAL

4&2 Schedule	PS-5	\$46.5881	\$48.9895	\$51.3908	HOURLY
Lieutenant		\$1,863.5259	\$1,959.5793	\$2,055.6328	WEEKLY
		\$96,903.3447	\$101,898.1251	\$106,892.9056	ANNUAL

5&2 Schedule	PS-5.AD	\$47.9603	\$50.3949	\$52.8626	HOURLY
Lieutenant		\$1,918.4136	\$2,015.7950	\$2,114.5043	WEEKLY
		\$99,757.5049	\$104,821.3377	\$109,954.2227	ANNUAL

4&2 Schedule	PS-6	\$47.8939	\$51.2138	\$53.2499	HOURLY
Admin Lieutenant		\$1,915.7577	\$2,048.5505	\$2,129.9968	WEEKLY
		\$99,619.4004	\$106,524.6269	\$110,759.8324	ANNUAL

5&2 Schedule	PS-6.AD	\$49.2661	\$52.6855	\$54.7881	HOURLY
Admin Lieutenant		\$1,970.6454	\$2,107.4220	\$2,191.5241	WEEKLY
		\$102,473.5607	\$109,585.9439	\$113,959.2540	ANNUAL

Hingham Police Superiors Wage Scale
Effective July 1, 2022 through June 30, 2023,
Schedule 3

4&2 Schedule	PS-3	\$40.1781	\$42.2754	\$44.3726	HOURLY
Sergeant		\$1,607.1251	\$1,691.0147	\$1,774.9044	WEEKLY
		\$83,570.5032	\$87,932.7650	\$92,295.0267	ANNUAL

5&2 Schedule	PS-3.AD	\$41.4889	\$43.5064	\$45.6492	HOURLY
Sergeant		\$1,659.5561	\$1,740.2543	\$1,825.9676	WEEKLY
		\$86,296.9168	\$90,493.2229	\$94,950.3164	ANNUAL

4&2 Schedule	PS-4	\$42.5261	\$44.7487	\$46.9714	HOURLY
Admin Sergeant		\$1,701.0450	\$1,789.9498	\$1,878.8546	WEEKLY
Prosecutor/ Detective		\$88,454.3397	\$93,077.3888	\$97,700.4380	ANNUAL

5&2 Schedule	PS-4.AD	\$43.7457	\$46.0367	\$48.5101	HOURLY
Admin Sergeant		\$1,749.8286	\$1,841.4690	\$1,940.4040	WEEKLY
Prosecutor/ Detective		\$90,991.0898	\$95,756.3865	\$100,901.0104	ANNUAL

4&2 Schedule	PS-5	\$47.99	\$50.4592	\$52.9325	HOURLY
Lieutenant		\$1,919.4316	\$2,018.3667	\$2,117.3018	WEEKLY
		\$99,810.4450	\$104,955.0689	\$110,099.6928	ANNUAL

5&2 Schedule	PS-5.AD	\$49.3991	\$51.9067	\$54.4485	HOURLY
Lieutenant		\$1,975.9660	\$2,076.2688	\$2,177.9394	WEEKLY
		\$102,750.2301	\$107,965.9778	\$113,252.8493	ANNUAL

4&2 Schedule	PS-6	\$49.3308	\$52.7502	\$54.8474	HOURLY
Admin Lieutenant		\$1,973.2304	\$2,110.0070	\$2,193.8967	WEEKLY
		\$102,607.9824	\$109,720.3657	\$114,082.6274	ANNUAL

5&2 Schedule	PS-6.AD	\$50.7441	\$54.2661	\$56.4317	HOURLY
Admin Lieutenant		\$2,029.7648	\$2,170.6447	\$2,257.2698	WEEKLY
		\$105,547.7675	\$112,873.5222	\$117,378.0316	ANNUAL

Hingham Police Superiors Wage Scale
Effective July 1, 2023 through June 30, 2024,
Schedule 4

4&2 Schedule	PS-3	\$41.3835	\$43.5436	\$45.7038	HOURLY
Sergeant		\$1,655.3388	\$1,741.7452	\$1,828.1515	WEEKLY
		\$86,077.6183	\$90,570.7479	\$95,063.8775	ANNUAL

5&2 Schedule	PS-3.AD	\$42.7336	\$44.8115	\$47.0187	HOURLY
Sergeant		\$1,709.3428	\$1,792.4619	\$1,880.7467	WEEKLY
		\$88,885.8243	\$93,208.0196	\$97,798.8259	ANNUAL

4&2 Schedule	PS-4	\$43.8019	\$46.0912	\$48.3805	HOURLY
Admin Sergeant		\$1,752.0763	\$1,843.6483	\$1,935.2202	WEEKLY
Prosecutor/ Detective		\$91,107.9699	\$95,869.7105	\$100,631.4511	ANNUAL

5&2 Schedule	PS-4.AD	\$45.0581	\$47.4178	\$49.97	HOURLY
Admin Sergeant		\$1,802.3235	\$1,896.7130	\$1,998.6162	WEEKLY
Prosecutor/ Detective		\$93,720.8225	\$98,629.0781	\$103,928.0407	ANNUAL

4&2 Schedule	PS-5	\$49.4254	\$51.9729	\$54.5205	HOURLY
Lieutenant		\$1,977.0146	\$2,078.9177	\$2,180.8208	WEEKLY
		\$102,804.7583	\$108,103.7209	\$113,402.6836	ANNUAL

5&2 Schedule	PS-5.AD	\$50.8811	\$53.4639	\$56.08	HOURLY
Lieutenant		\$2,035.2449	\$2,138.5569	\$2,243.2776	WEEKLY
		\$105,832.7370	\$111,204.9571	\$116,650.4348	ANNUAL

4&2 Schedule	PS-6	\$50.8107	\$54.3327	\$56.4928	HOURLY
Admin Lieutenant		\$2,032.4273	\$2,173.3072	\$2,259.7136	WEEKLY
		\$105,686.2219	\$113,011.9766	\$117,505.1062	ANNUAL

5&2 Schedule	PS-6.AD	\$52.2664	\$55.8941	\$58.12	HOURLY
Admin Lieutenant		\$2,090.6577	\$2,235.7640	\$2,324.9879	WEEKLY
		\$108,714.2005	\$116,259.7279	\$120,899.3726	ANNUAL

HINGHAM POLICE DEPARTMENT
Police Supervisors
PERFORMANCE EVALUATION and PROFESSIONAL
DEVELOPMENT PLAN

NAME: _____
SHIFT ASSIGNMENT: _____ RANK: _____
DIRECT SUPERVISOR: _____
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 their 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 their 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:

Rating Supervisor Signature

Officer Signature

Administrative Review

Date

APPENDIX E

MEMORANDUM OF AGREEMENT
BETWEEN
TOWN OF HINGHAM, MASSACHUSETTS
AND
HINGHAM POLICE SUPERIOR OFFICERS UNION

The Town of Hingham, Massachusetts (the "Town") and Hingham Superior Officers Union (the "Union") have reached certain agreements regarding the position of Deputy Chief of Police ("Deputy") in the Town's Police Department, as follows:

1. The Recognition Article of the 2004-2007 Agreement between the parties will be changed so that the position of "Police Captain" is deleted from the unit exclusions and the position of "Deputy Chief" is added as a unit exclusion.
2. The officer who has held the position of Police Captain will have his classification changed to Deputy Chief, effective June 20, 2006.
3. The Town and the Union are in agreement that there will be two Deputy Chief positions excluded from the bargaining unit. This agreement is contingent upon the Town maintaining the current Lieutenant staffing levels at five (5) positions in the Lieutenant classification at the same time as the second Deputy Chief position is added.
4. Should one or both Deputies leave the classification, as a result of a reduction in force, demotion or because the incumbent(s) no longer desires to hold the rank, he/she shall be entitled to return to the Lieutenant classification, or to the Sergeant classification, if he/she was promoted to Deputy from that classification. He/she shall then be paid in accordance with the salary schedule applicable to the Lieutenant or the Sergeant classification, as the case may be. Should this occur and should this result in a surplus of officers in the Lieutenant and/or Sergeant classification(s), such will be dealt with through a reduction in force.
5. Should one or both Deputies leave the Deputy Chief classification, pursuant to paragraph 4, the Deputy Chief who returns to a bargaining unit position, will return with full length of service and seniority credit for all of the time between the date he/she left the bargaining unit and the time he/she returned.

6. If the need arises, as determined by the Chief, to fill in temporarily in the Deputy Chief classification, members of the Superior Officers' Union will be offered the first opportunity to fill in. While serving in such temporary capacity, the Superior Officer will be considered temporarily excluded from the Superior Officers bargaining unit. When filling in, the Superior Officer will be paid a differential of \$60.00 per shift.

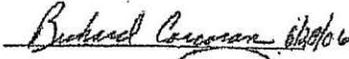
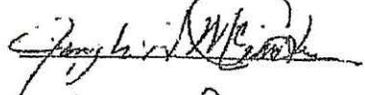
Town of Hingham, Massachusetts





Date JULY 3, 2006

Hingham Superior Officers Union


Date JUNE 28, 2006

Appendix E

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 F

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.

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

 <p>Hingham Police Department</p>	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 their incident or written report.

6. If an officer fails to activate the BWC, the officer will document in their 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 their 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 their 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 their 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 their report. If the officer does not create an incident or written report, the officer will submit an email to their 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 their 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 their decision to exercise that discretion.
2. If an officer uses their 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 their incident or written report. If the officer does not create an incident or written report, the officer will submit an email to their 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 their 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 their 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 their BWC properly upon their 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 their 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 their 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 their designee approve the dissemination and the department personnel disseminates the BWC data, images, video recordings, audio recordings, or metadata in the course of their 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 their statement or account of any incident on their 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 their 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 their 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 their 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 it 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 their 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 their 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 their 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.