

THE HINGHAM POLICE PATROLMAN'S ASSOCIATION, MCOP, LOCAL 505

And

THE TOWN OF HINGHAM

COLLECTIVE BARGAINING AGREEMENT

July 1, 2024 – June 30, 2027

INDEX –2024 - 2027

		PAGE
ARTICLE 1	Recognition	4
ARTICLE 2	Schedule of Salaries	4
ARTICLE 3	Overtime	5
ARTICLE 4	Vacations	7
ARTICLE 5	Holidays	7
ARTICLE 6	Sick Leave	8
ARTICLE 7	Bereavement Leave	10
ARTICLE 8	Court Time	10
ARTICLE 9	Longevity Incentive	11
ARTICLE 10	Educational Incentive Program	11
ARTICLE 11	Shift Differential	12
ARTICLE 12	Management	13
ARTICLE 13	Security	13
ARTICLE 14	Work Schedule	13
ARTICLE 15	Seniority	14
ARTICLE 16	Grievance Procedure	15
ARTICLE 17	Arbitration	16
ARTICLE 18	Union Activities	17
ARTICLE 19	Indemnification	18
ARTICLE 20	Payroll Deductions	18
ARTICLE 21	Agency Service Fee	19
ARTICLE 22	Clothing	19
ARTICLE 23	Police Details	19
ARTICLE 24	Day Off Exchanges	20
ARTICLE 25	Continuity of Operations	21
ARTICLE 26	Complete Agreement & Severability	21
ARTICLE 27	Personal Leave	22
ARTICLE 28	Family Medical Leave Act	22
ARTICLE 29	Performance Evaluation Program	22
ARTICLE 30	Maternity Leave	22
ARTICLE 31	Additional Clothing	22
ARTICLE 32	Health and Wellness Program	23
ARTICLE 33	Delta Dental Plan Trust	24
ARTICLE 34	Employee’s Privacy	24
ARTICLE 35	K-9 Officer	25
ARTICLE 36	First Responder Stipend	25
ARTICLE 37	Stipends	25
ARTICLE 38	Drug and Alcohol Testing	26

ARTICLE 39	Pregnancy	31
ARTICLE 40	Miscellaneous	31
ARTICLE 41	Duration	31
ARTICLE 42	Body Worn Camera Policy	32
Appendix A	Day Off Exchange Request	34
Weekly Salary Schedules	7/1/24 – 6/30/2027	35
Appendix B	Cooper Physical Standards	38
Appendix C	Performance Evaluation	39
Appendix D	Employee Home Residence List	52
Appendix E	Body Worn Camera Policy	53

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

Collective Bargaining Agreement

July 1, 2024– June 30, 2027

AGREEMENT executed this ____ day of _____ 2025, by and between the Town of Hingham, Massachusetts (hereinafter referred to as the "Town") and The Hingham Police Patrolman's Association, MCOP, Local 505 (hereinafter referred to as the "Union"):

ARTICLE 1
RECOGNITION

1.1 The Town recognizes the Union as the exclusive bargaining agent and representative for all regular Hingham Police Department employees, but excluding the Chief, Captain, Lieutenants, Sergeants, all office and clerical employees, custodial employees, school traffic supervisors, and temporary, casual and seasonal employees, for the purposes of collective bargaining under the provisions of Chapter 150E of the General Laws. The terms "employee" and "employees" as used hereafter in this Agreement refer only to such persons as at the time in question fall within the bargaining unit as defined above.

ARTICLE 2
SCHEDULE OF SALARIES

2.1 The weekly salary rates of employees covered by this Agreement, effective July 1, 2024 and thereafter, shall be determined in accordance with the Hingham Police Department Salary Schedules attached hereto as Appendix 2 (Schedule PS-1 to the CBA).

Said Schedules reflect the following:

- Elimination of Grades PS 1.5 and PS 1.5AD. Any Patrol Officer currently in Grade PS 1.5 will be moved to Grade PS 2, and any Patrol Officer currently in Grade PS 1.5AD will be moved to Grade PS 2AD, as applicable;
- Elimination of current steps "A" and "B" in each Grade and label current steps "C," "D" and "E" to read "A," "B" and "C";
- The addition of two steps at each officer grade (Steps "D" and "E") at years 15 and 25 that reflect a 5% increase over the prior step in such Grade. Patrol Officers shall be placed at the appropriate step in their grade based upon such Officer's years of service with the Hingham Police Department;
- Effective July 1, 2024, a 3% general wage increase;
- Effective July 1, 2025, a 3% general wage increase; and
- Effective July 1, 2026, a 3% general wage increase.

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

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

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

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

ARTICLE 3 OVERTIME

3.1 Overtime at the rate of time and one-half, less any fees collected, shall be paid for all time worked in excess of eight (8) hours in any one day. Work performed on an employee's scheduled day off or on a day on which the employee has been called back from 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. The provisions of this Section 3.1 shall apply only to work in the employ of the Town as a uniformed police officer or as a radio dispatcher, regardless of the Town department from which payment is made for such work.

3.2 There shall be no pyramiding of overtime.

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

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

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

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

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

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

ARTICLE 4
VACATIONS

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

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

4.2 In the discretion of the Personnel Board, vacations may be carried over from one year to another where circumstances beyond the control of any single employee preclude the enjoyment of the usual annual vacation period.

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

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

ARTICLE 5
HOLIDAYS

5.1 The following are designated as holidays hereunder:

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

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

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

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

ARTICLE 6

SICK LEAVE

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

6.2 After three (3) months' employment and up to one (1) year, an employee absent because of 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 1/1/91, plus the amount of any accrued and unused sick leave time in previous years. As of April 1, 1969, there shall be no limitation on the amount of accrued unused sick leave time which may be carried forward from one sick leave year, but no sick leave time which was lost prior to that date because of any such limitation previously in effect shall be regained. Employees may use up to five (5) days of sick leave per calendar year to assist or care for a sick or ill child, spouse or parent. This five-day limitation shall not apply to leaves covered under the Family Medical Leave Act.

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

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

(a) to an employee who is required to retire from active service as the result of an accidental injury sustained in the course of 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.

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

<u>Days Accumulated at Retirement</u>	<u>Payment</u>
0 day to 149 days	\$ 12.00 per day
150 days to 199 days	\$ 1,788.00 plus \$14.00 per day for each day over 149
200 days and over	\$ 2,488.00 plus \$16.00 per day for each day over 199

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

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

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

6.9 Any employee who uses a sick day shall be restricted from working an overtime shift or special detail for forty-eight (48) hours after said sick day unless such employee has not been absent more than five (5) days during the immediately preceding twelve (12) month period (as confirmed by the Chief or their designee). Said forty-eight (48) hour period shall begin at the time when the employee's shift would have ended. This Section 6.9 shall be effective on and after July 1, 2011. This Section 6.9 shall not be construed to be an addition to or a restriction on or otherwise modify the Town's or the Police Chief's authority to promulgate regulations regarding the use or abuse of sick leave.

6.10. Any employee on sick leave that continues for more than seven (7) calendar days shall report their status to the Police Chief or the Chief's designee every thirty (30) days either by personal appearance or telephone, at the employee's option. This requirement may be waived only in writing by the Police Chief in the Police Chief's sole discretion.

ARTICLE 7
BEREAVEMENT LEAVE

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

ARTICLE 8
COURT TIME

8.1 An employee who while not on regular duty attends as a witness, pursuant to a lawful subpoena served upon 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. An employee shall be paid for time in attendance for service as a witness at an autopsy or inquest or in proceedings for the commitment of insane persons. However, an employee shall not be paid for any time in attendance in court or other forum if they are a party to a civil suit or other proceeding which did not arise out of and in the course of the employee's employment as a police officer for the Town.

8.2 Any employee, on duty at night or on vacation, furlough or on a day off, who attends as a witness for the Commonwealth in a criminal case pending in a district court, including the Municipal Court of the City of Boston, or any juvenile court, or the Superior Court, may, in lieu of the witness fee to which they would otherwise be entitled under General Laws, Chapter 262, Section 53, be granted such compensatory time off as shall be equal to the time during which they were in attendance at such court, but in no event shall less than four and one half (4-1/2) hours compensatory time off be granted them or, if such additional time off cannot be given because of personnel shortage or other cause, they shall, in lieu of said witness fee, be entitled to additional pay for the time during which they were in attendance at such court, but in no event shall they receive less than three (3) hours additional pay at the rate of time and one-half (1 ½) their regular hourly rate. Effective February 6, 2001 the number of hours additional pay referenced in the previous sentence will increase to four (4) hours. (General Laws, Chapter 262, Section 53C, as inserted by Chapter 223 of the Acts of 1955 and amended by Chapter 286 of the Acts of 1967 -accepted by the vote under Article 28 at the 1970 Annual Town Meeting.)

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

ARTICLE 9
LONGEVITY INCENTIVE

9.1 Effective July 1, 2024, regular full-time employees shall be eligible to receive longevity incentive pay in accordance with the following schedule:

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

9.2 Longevity incentive pay shall be paid as follows: One-half of the applicable annual amount shall be payable as of December 31 to each eligible employee and one-half of the applicable annual amount shall be payable as of June 30. Notwithstanding the foregoing, longevity incentive pay for an employee who is retiring with a pension from the Town shall be prorated from the date of the last longevity incentive adjustment to the first day of the month in which the employee retires.

9.3 The Longevity Incentive provided by this Article shall be discontinued effective July 1, 2024, except that regular full-time employees on that date shall have their eligibility to participate grandfathered for the length of their employment.

ARTICLE 10
EDUCATIONAL INCENTIVE PROGRAM

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

- a. Associate's Degree – 10% of the employee's base salary, paid as provided herein.
- b. Bachelor's Degree – 20% of the employee's base salary, paid as provided herein.
- c. Master's Degree- 25% of the employee's base salary, as provided herein.

10.2 The Town agrees to provide the funding necessary to provide the benefits set forth in Section 10.1, to the extent that such is not provided by the Commonwealth. The provision of such benefits shall be subject to the following conditions: (1) the benefits set forth in Section 10.1 are not increased; and (2) the program eligibility requirements, standards and procedures

which apply to employees as conditions of their receiving such benefits remain the same as those which were in effect as of June 30, 2009.

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

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

10.5 Payments under the Quinn Bill shall be included in the base pay when required by law for the purposes of pension/retirement and for the purposes of determination of an employee's overtime pay and shift differential pay only.

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

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

ARTICLE 11

SHIFT DIFFERENTIAL

11.1 Effective July 1, 2017, an employee (including an employee serving as a Detective) who is regularly assigned to work the evening shift (meaning a shift commencing at or after 4:00 P.M. and before 12:00 midnight shall receive a shift differential equal to six percent (6%) of their weekly salary set forth in Schedule PS-1 or PS-2, PS-1.5, 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 at or after 12:00 midnight, and before 5:00 A.M.) will receive a shift differential equal to eight percent (8%) of their weekly salary set forth in Schedule PS-1 or PS-2 -1.5, attached hereto for the time worked during the hours of their regularly assigned shift.

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

ARTICLE 12 MANAGEMENT

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

ARTICLE 13 SECURITY

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

ARTICLE 14 WORK SCHEDULE

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

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

14.3 employees who are assigned by the Chief to a position which has a regular work schedule of five (5) days on and two (2) days off shall be paid based on the salary schedule set forth in Exhibit __ and not based on the salary schedule set forth on Exhibit __ which applies to

employees who work a schedule of four (4) consecutive eight hour days on duty followed by two (2) consecutive days off. Such employees shall not receive any compensatory time off.

ARTICLE 15
SENIORITY

15.1 As a general policy, employees within a job classification shall have the right to indicate their preferences with respect to available working shifts in the order of their seniority of continuous service in the Department. However, the final judgment as to shift assignments is reserved to the Chief, and the Chief will not be expected to grant any employee's shift preference or to permit any employee to leave, remain on or go to any shift if, in the opinion of the Chief, to do so would impair the effectiveness of the Department or the requirements of the work schedule or would involve the replacement of any employee on a particular assignment by another employee who is comparatively less qualified to perform that assignment. The Chief shall continue to have the right, in 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.

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

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

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

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

ARTICLE 16
GRIEVANCE PROCEDURE

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

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

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

Step 1. The aggrieved employee and a designated representative of the Union will submit the grievance in writing to the Chief or 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 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 Select Board or their designee in accordance with the provisions of Chapter 263 of the Acts of 2016 (An Act Relative to the Town Administrator in Hingham). Such hearing shall occur not less than fifteen (15) days after receipt of said written appeal by the Town Administrator. The Personnel Board and the Chief or 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 Board of Selectman or their designee, as the case may be, but the ordinary legal rules of evidence shall not apply except to the extent deemed appropriate by the Board of Selectman or their designee, as the case may be. Within fifteen (15) days after the close of the hearing, the Board of Selectman or their designee, as the case may be, shall render a written decision upon the grievance (the "Step 2 Decision").

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

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

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

ARTICLE 17 ARBITRATION

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

17.2 If the Town and the Union are unable to agree on the selection of an arbitrator within ten (10) days after receipt by the Town Administrator of such written request for arbitration, the Union may promptly refer the grievance to the American Arbitration Association

for the selection of an arbitrator in accordance with the rules then obtaining of said Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. Unless the parties otherwise agree, each grievance shall be separately processed in any arbitration proceedings hereunder.

17.3 The function of the arbitrator is to determine the interpretation and application of express and specific provisions of this Agreement. There shall be no right of arbitration to obtain, and no arbitrator shall have any authority or power to award or determine, any change in, modification or alteration of, addition to, or detracting from, any of the provisions of this Agreement. No arbitrator shall have any authority or power to reverse, set aside or modify the decision at Step 2 on the grievance submitted to them hereunder except to the extent that they find that such decision at Step 2 was arbitrary or capricious; otherwise, all decisions of the Select Board or their designee shall be final and binding on the parties. The decision of the arbitrator, if within the scope of their power and authority under this Agreement and made in accordance herewith, shall be final and binding upon the parties.

17.4 The arbitrator shall hold a hearing on the grievance, giving the parties a full opportunity to be heard, as soon as is practicable after 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 18 UNION ACTIVITIES

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

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

ARTICLE 19
INDEMNIFICATION

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

ARTICLE 20
PAYROLL DEDUCTIONS

20.1 Dues Deductions. The Town agrees to deduct, once each month, the regular monthly dues in an amount certified to be current by the Secretary/Treasurer of the Union from the wages of each employee who individually and voluntarily authorizes the Town to do so in writing in a form approved by the Town and to remit the amounts so deducted each month to the Secretary/Treasurer of the Union, together with a list of the employees for whom deductions have been made. Such authorization shall provide that it may be withdrawn by the employee by giving at least sixty (60) days notice in writing of such withdrawal to the Police Chief and by filing a copy thereof with the Secretary/Treasurer of the Union. The Provisions of this Section 20.1 shall be subject to the requirements of Section 17A of Chapter 180 of the General Laws.

20.2 Agency Service Fee Deductions. The Town agrees to deduct, once each month, an agency service fee from the wages of each employee who individually and voluntarily authorizes the Town to do so in writing in a form approved by the Town and to remit the amounts so deducted each month to the Secretary Treasurer/of the Union. Such authorization shall provide that it may be withdrawn by the employee by giving at least sixty (60) days notice in writing of such withdrawal to the Police Chief and by filing a copy thereof with the Secretary/Treasurer of the Union. Such agency service fee shall be proportionately commensurate with the cost of collective bargaining and contract administration. The provisions of this Section 20.2 shall be subject to the requirements of Section 17G of Chapter 180 of the General Laws including the requirement that the Treasurer of the Town shall be satisfied by such evidence as they may require that the Secretary/Treasurer of the Union has given to the Union a bond, in a form approved by the commissioner of corporations and taxation, for the faithful performance of their duties, in such sum and with such surety or sureties as are satisfactory to the Treasurer of the Town.

20.3 Indemnification. The Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Town for the purpose of complying with this Article.

ARTICLE 21
AGENCY SERVICE FEE

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

21.2 Indemnification. The Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Town for the purpose of complying with this Article.

ARTICLE 22
CLOTHING

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

22.2 A voucher system was installed to permit each officer to obtain replacement clothing (including shoes) from a vendor designated by the Town up to a maximum cost of one thousand dollars (\$1,000) each fiscal year effective July 1, 2024. Any request for reimbursement must be received by the Chief or the Chief's designee no later than fifteen (15) days prior to the end of a fiscal year to be credited against the clothing allowance for that fiscal year.

ARTICLE 23
POLICE DETAILS

23.1 Effective as of July 1, 2025, the detail rate shall be the overtime rate for a Patrol Officer at Grade PS-2AD at Step C on the corresponding fiscal year's Salary Scale with a bachelor's degree plus \$1.00 per hour. For purposes of illustration only, the detail rate upon effectiveness of this provision shall be \$76.2344/hour as of July 1, 2025 for Fiscal Year 2026.

23.2 An employee who works a non-town police detail shall be entitled to minimums as follows:

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

23.3 If any private, non-Town detail is canceled by the party who requested the detail less than one (1) hour prior to the scheduled starting time of the detail, the party who requested the detail shall be required to pay the four (4) hour minimum for the detail. The officer assigned to such detail will be paid the four (4) hour minimum for the detail as provided in Section 23.2.

23.4 Any private, non-Town detail scheduled on any of the eleven (11) Holidays listed in 5.1, as well as the night before Thanksgiving, Christmas Eve, and New Years Eve, will be paid at one and one half (1 ½) times the current detail rate with the same minimums as provided in Section 23.2.

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

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

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

ARTICLE 24 DAY OFF EXCHANGES

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

ARTICLE 25
CONTINUITY OF OPERATIONS

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

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

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

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

25.5 Residence: Residence for members of the Union shall be in accordance with [M.G.L. Chapter 31, Section 58, as amended by Chapter 38, Section 50 of the Acts of 2013.] The parties have agreed that members will be in compliance if they reside in any community listed in Appendix __. The communities listed have been selected because they are within twenty (20) miles of the Town at the closest border points.

ARTICLE 26
COMPLETE AGREEMENT AND SEVERABILITY

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

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

ARTICLE 27
PERSONAL LEAVE

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

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

ARTICLE 28
FAMILY MEDICAL LEAVE ACT

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

ARTICLE 29
PERFORMANCE EVALUATION PROGRAM

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

ARTICLE 30
MATERNITY LEAVE

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

ARTICLE 31
ADDITIONAL CLOTHING

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

ARTICLE 32
HEALTH AND WELLNESS PROGRAMS

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

Each year a neutral third party selected by the Chief, in 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 B.

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

If an employee successfully completes the Health and Wellness Program and 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.

32.2. The Town will establish a wellness program as determined by the Chief (the "Wellness Program") with the goal of identifying employees at high risk for a cardiac event. Current examples of such programs are the Sigma Tactical Wellness Program and United Diagnostic Services; provided that the Chief may choose the particular Wellness Program in their sole discretion. The Wellness Program shall be voluntary, and the Town will register each employee who notifies the Chief or Chief's designee of their desire to participate in the Wellness Program. The Wellness Program shall include provisions that:

(a) any individual/personal data collected as part of the Wellness Program shall not be shared with the Town unless and until an employee executes an individual authorization approving the release of such data to the Town or as may be relevant to a

111F/Injured on Duty Request or an application for disability retirement; and (b) participation in the program is voluntary and at the sole discretion of the employee. It is understood that the Wellness Program will share with the Chief and the Town aggregate data collected from the participating employees. The Town agrees that it will not institute any adverse employment action against an employee as a result of participating in the Wellness Program, the results of any tests in connection with the Wellness Program or an employee electing not to participate in the program.

ARTICLE 33 DELTA DENTAL

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

33.2 The Town of Hingham shall not be held liable for any loss as a result of the Delta Dental Plan, and shall be indemnified as a result of any litigation with respect to this section. The Town of Hingham does not bear any fiduciary responsibility with respect to this section and the sole burden of responsibility is with the UNION and the Plan.

ARTICLE 34 EMPLOYEE'S PRIVACY

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

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

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

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

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

ARTICLE 35

K-9 OFFICER

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

ARTICLE 36

FIRST RESPONDER STIPEND

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

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

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

ARTICLE 37

STIPENDS

37.1 Effective July 1, 2024, the following stipends will apply:

Firearms Instructor _____ \$1,250/year
First Aid Officer _____ \$1,000/year
Field Training Officer _____ \$ 500/year
Firearms licensing Officer _____ \$ 500/year
Evidence Room Officer _____ \$500/year
Drone Unit Officer _____ \$1,250/year
Childcare Safety Installation Officer_ \$500/year
Assistant Fleet Maintenance Officer_ \$750/year

ARTICLE 38
DRUG AND ALCOHOL TESTING

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

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

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

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

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

Drug and Alcohol Testing

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

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

B. Alcohol Testing Procedures:

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

C. Drug Testing Procedures:

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

produce any necessary written proof and the employee shall authorize the Medical Review Officer to obtain further information from their health care providers. If the Medical Review Officer determines that the employee's explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as "negative". The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee's cooperation in order to make this determination, the positive result will be reported to the Town. The Medical Review Officer shall be a licensed physician with knowledge of substance abuse disorders who has been approved by a National Institute of Drug Abuse certified laboratory retained by the Town/Police Department. The Medical Review Officer shall not be an employee of the laboratory conducting the drug test.

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

D. Searches:

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

E. Enforcement and Discipline:

1. Any employee who violates this Article will be subject to discipline up to and including discharge. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program, follow-up drug and alcohol testing, and/or a so-called Last Chance Agreement. This Policy will in no way limit or restrict the Town's right and ability to impose discipline upon employees who violate this policy for underlying conduct that in any way relates to a violation of this Policy.
2. In the case of the first offense, the Town may take disciplinary action, but the employee may not be discharged. In order to qualify for this safe harbor first offense, the employee shall be required to meet the following conditions:

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

ARTICLE 39
PREGNANCY

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

ARTICLE 40
MISCELLANEOUS

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

40.2 Direct Deposit. Effective as of July 1, 2025, all payments to employees will be by direct deposit.

ARTICLE 41
DURATION

41.1 Except as specifically provided for in any other article or section this Agreement shall become effective as of July 1, 2024, and shall continue in effect through June 30, 2027. The economic change effective on July 1, 2024 shall be retroactive for members of the Union, as well as for those members of the Union who retired after July 1, 2024, from that date to the date of their retirement as of the date of ratification for all purposes, and shall be renewed automatically from year to year thereafter unless either party gives to the other party, not later

than January 1, 2027 or the then current expiration date (if the agreement has been automatically renewed), written notice that it desires to modify or terminate this Agreement. Conferences between representatives of the parties shall be held within a reasonable time after receipt of such written notice.

ARTICLE 42
BODY WORN CAMERAS POLICY

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

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

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

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

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this 21 day of July, 2026,

TOWN OF HINGHAM, MA
SELECT BOARD

Elizabeth J. [Signature]
Julie M. Struble
William C. Ray

HINGHAM POLICE PATROLMAN'S
ASSOCIATION

[Signature]
[Signature]

DATE 9/8/26

DATE July 21st, 2026

APPENDIX A
DAY OFF EXCHANGE REQUEST

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

DATE: _____

THE UNDERSIGNED OFFICERS REQUEST AN EXCHANGE
OF THE FOLLOWING DAYS OFF

_____ WILL WORK THE _____
(Officer) (shift)

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

_____ WILL WORK THE _____
(Officer) (shift)

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

(Officer)

(Officer)

Approved: _____

WEEKLY SALARY SCHEDULES

Hingham Police Patrol Wage Schedule Schedule 1 Effective July 1, 2024							
		A	B	C	D (15yrs)	E (25yrs)	
4&2 Schedule	PS-1	34.1254	35.9094	37.6951	39.5798	41.5588	Hourly
Patrolman		1,365.0162	1,436.3780	1,507.8036	1,583.1938	1,662.3535	Weekly
		70,980.8417	74,691.6555	78,405.7890	82,326.0784	86,442.3824	Yearly
		A	B	C	D	E	
5&2 Schedule	PS-1AD	35.1055	37.7163	38.7771	40.7160	42.7518	Hourly
Patrolman		1,404.2181	1,508.6526	1,551.0847	1,628.6389	1,710.0709	Weekly
		73,019.3423	78,449.9335	80,656.4032	84,689.2234	88,923.6845	Yearly
		A	B	C	D	E	
4&2 Schedule	PS-2	35.9012	37.6943	39.4460	41.4183	43.4892	Hourly
Detective / School Resource / K-9 / Traffic		1,436.0469	1,507.7729	1,577.8389	1,656.7308	1,739.5673	Weekly
		74,674.4405	78,404.1908	82,047.6202	86,150.0012	90,457.5013	Yearly
		A	B	C	D	E	
5&2 Schedule	PS-2AD	36.9329	38.7771	40.5795	42.6085	44.7389	Hourly
Detective/ School Resource/K-9 / Traffic		1,477.3156	1,551.0847	1,623.1795	1,704.3385	1,789.5554	Weekly
		76,820.4119	80,656.4032	84,405.3359	88,625.6027	93,056.8828	Yearly

SALARY SCHEDULES
(continued)

Hingham Police Patrol Wage Schedule Schedule 2 Effective July 1, 2025							
		A	B	C	D (15yrs)	E (25yrs)	
4&2 Schedule	PS-1	35.1492	36.9867	38.8259	40.7672	42.8056	Hourly
Patrolman		1,405.9667	1,479.4693	1,553.0377	1,630.6896	1,712.2241	Weekly
		73,110.2670	76,932.4052	80,757.9627	84,795.8608	89,035.6538	Yearly
		A	B	C	D	E	
5&2 Schedule	PS-1AD	36.1586	38.8478	39.9404	41.9375	44.0343	Hourly
Patrolman		1,446.3447	1,553.9121	1,597.6172	1,677.4981	1,761.3730	Weekly
		75,209.9226	80,803.4315	83,076.0953	87,229.9001	91,591.3951	Yearly
		A	B	C	D	E	
4&2 Schedule	PS-2	36.9782	38.8252	40.6294	42.6608	44.7939	Hourly
Detective / School Resource / K-9 / Traffic		1,479.1283	1,553.0061	1,625.1740	1,706.4327	1,791.7544	Weekly
		76,914.6738	80,756.3165	84,509.0488	88,734.5013	93,171.2263	Yearly
		A	B	C	D	E	
5&2 Schedule	PS-2AD	38.0409	39.9404	41.7969	43.8867	46.0811	Hourly
Detective / School Resource / K-9 / Traffic		1,521.6351	1,597.6172	1,671.8749	1,755.4687	1,843.2421	Weekly
		79,125.0242	83,076.0953	86,937.4960	91,284.3708	95,848.5893	Yearly

SALARY SCHEDULES
(continued)

Hingham Police Patrol Wage Schedule Schedule 3 Effective July 1, 2026							
		A	B	C	D (15yrs)	E (25yrs)	
4&2 Schedule	PS-1	36.2036	38.0963	39.9907	41.9903	44.0898	Hourly
Patrolman		1,448.1457	1,523.8534	1,599.6289	1,679.6103	1,763.5908	Weekly
		75,303.5750	79,240.3774	83,180.7015	87,339.7366	91,706.7234	Yearly
		A	B	C	D	E	
5&2 Schedule	PS-1AD	37.2434	40.0132	41.1386	43.1956	45.3554	Hourly
Patrolman		1,489.7350	1,600.5295	1,645.5457	1,727.8230	1,814.2142	Weekly
		77,466.2203	83,227.5345	85,568.3782	89,846.7971	94,339.1369	Yearly
		A	B	C	D	E	
4&2 Schedule	PS-2	38.0876	39.9899	41.8482	43.9406	46.1377	Hourly
Detective / School Resource / K-9 / Traffic		1,523.5022	1,599.5963	1,673.9292	1,757.6257	1,845.5070	Weekly
		79,222.1140	83,179.0060	87,044.3203	91,396.5363	95,966.3631	Yearly
		A	B	C	D	E	
5&2 Schedule	PS-2AD	39.1821	41.1386	43.0508	45.2033	47.4635	Hourly
Detective / School Resource / K-9 / Traffic		1,567.2841	1,645.5457	1,722.0312	1,808.1327	1,898.5394	Weekly
		81,498.7749	85,568.3782	89,545.6209	94,022.9019	98,724.0470	Yearly

Appendix B

Hingham Police Department

Cooper Physical Standards 50th percentile

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

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

 Hingham Police Department	POLICIES AND PROCEDURES		4.16
	Subject:		
	Performance Evaluations		
	Issuing Authority:	Signature:	
	David P. Jones Chief of Police		
Massachusetts Police Accreditation Standards Referenced (6 th edition): 35.1.1, 35.1.2, 35.1.4, 35.1.5, 35.1.6			
Issue Date:	X/X/25		
Revision Dates:			
Review Dates:			

CONSIDERATIONS

The Hingham Police Department places a high value on standards for employee performance. It also realizes that there will be instances where an employee's performance may be deficient in certain areas. Written performance reviews allow the department to recognize those who excel in their responsibilities and may be ready to accept greater responsibilities. The performance review also identifies areas of employee weakness and deficiencies and assists the department in focusing training needs and remedial attention for employees as needed.

This policy applies to the performance review of all full-time sworn police officers and full-time non-sworn civilians.

POLICY

Employee evaluations are conducted on an annual basis to document an employee's performance, identify special skills, weaknesses, needed remedial action, provide a medium for personnel counseling and provide an objective and fair means for recognition. These evaluations objectively evaluate an employee's progress and make employees aware of their responsibilities and the objectives of their position. These evaluations also serve to open and maintain channels of communication between employees and supervisors.

PROCEDURES

Performance Review Period

Performance reviews shall be conducted for a specific period. A performance review of each employee shall be conducted and documented annually for the preceding 12-month period.

Performance Review Forms

Self-Assessment Form (Patrol Officers)

The annual performance review process begins with a self-assessment by each officer. Self-assessments shall be completed each year. Before the evaluator prepares an annual performance review, he/she shall provide the officer with

	the Self-Assessment Form and instruct the officer to return a completed copy of the form no later than 2 weeks from when it was received. This form shall be used by officers to provide information for their supervisor's consideration. <u>Performance Review Form</u> This form shall be used by supervisors to review employee's performance. Evaluating supervisors shall provide explanatory comments on the evaluation form when ratings are unsatisfactory or outstanding, and space shall be allotted on the evaluation form to allow for comments. Each evaluation form shall be reviewed and signed by the rater's supervisor. Employees shall be afforded the opportunity to review and make comments to be attached to the evaluation form. Completed evaluation forms will be provided to each employee upon completion.
Performance Review Criteria	Based upon the core values established by the Hingham Police Department, performance criteria categories are listed and explained in the Performance Review Form to set forth the traits and characteristics of police officers and civilian employees that are crucial to the well-being of the department and must be satisfactorily performed by each employee in order to meet desired standards. This includes an individual that is motivated; knows what to do and when to do it; looks ahead at problems to prevent them from reoccurring; demonstrates an interest in the department by assisting without being asked; and supports the department by applying the standards, norms and role expectations of the department on a daily basis. The performance review criteria standards are a tool to illustrate a department member's abilities and evaluate his/her behavior and performance in the workplace. Performance shall be evaluated based on the employee's assignment and duties during the applicable and specific rating period.
Evaluator Training	Prior to first reviewing the performance of a subordinate, newly appointed supervisors will receive an orientation to this policy including instruction on their role and responsibilities in the performance review process, how to complete the evaluation forms and how to conduct the counseling sessions. Training shall be documented.
Assignment of Evaluators	Performance reviews shall be conducted by one of the employee's direct supervisors, as determined by the Chief of Police or his/her designee. The supervisor conducting the performance evaluation has the responsibility to complete a fair and impartial evaluation of the employee.
Evaluator's Responsibilities	The evaluator's responsibilities while reviewing performance of an employee shall include the following: • Ensure that subordinates clearly understand their job assignments.

	• Review each employee's performance on a continuing basis. • Reinforce acceptable performance. • Encourage and plan for each employee's development. • Correct performance that is substandard. • Be fair and impartial in evaluating employees. • Be objective and accurate in evaluating employees.
Performance Review Meeting/Career Counseling Meeting	The evaluating supervisor will meet with the employee to discuss the results of the completed performance review, the level of performance expected, and the rating criteria. A plan to improve any deficient performance criteria should be discussed. During the meeting, the supervisor will also provide counseling relative to the employee's career goals and provide additional career counseling relative to such topics as advancement, specialization, or training appropriate for the employee's position. After the appraisal meeting, the employee will be provided a copy of the evaluation documents in a timely manner, except in the event there is an ongoing internal investigation into the employee. The employee shall have a reasonable amount of time (typically 48 hours) to review the document, ask any follow up questions, attach any comments he/she wishes to make, and sign the document. The signature shall indicate only that the employee has read the report and does not imply agreement or disagreement with the contents. The employee may not refuse to sign the appraisal. The evaluating supervisor shall sign the final performance review form and provide a copy to the employee for his/her records.
Rater Evaluation	The rater/evaluator shall be evaluated by their direct supervisor. The raters/evaluators will also be evaluated regarding the quality of the ratings they gave the employees they supervise and rate. The "Rater/Evaluator Skills and Quality" section will be completed using the same performance review form.
Final Review and Filing of Performance Review	The completed performance reviews will be forwarded to the Deputy Chief of Operations and Chief of Police for their review and signatures. The completed performance review will be kept in the employee's personnel file and retained according to the Massachusetts Records Retention Schedule. All employees (sworn and non-sworn) shall have the right to appeal or contest evaluation reports. Any employee who disagrees with their evaluation may file a written appeal to the Chief of Police for review within ten (10) business days of signing their evaluation. Said appeal shall contain the reasons for review, areas, subjects, or matters that they are in disagreement with, along with any other pertinent information (such as a supervisor's bias or motivation, or mitigating circumstances). The Chief of Police will review the appeal and decide whether to re-evaluate the officer by assigning another supervisor to complete the evaluation.

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.

 Hingham Police Department	POLICIES AND PROCEDURES		4.16a
	Subject: Performance Evaluations – Self-Assessment		
	Issuing Authority: David P. Jones Chief of Police	Signature: 	
Massachusetts Police Accreditation Standards Referenced (6 th edition): N/A			
Issue Date:		X/X/25	
Revision Dates:			
Review Dates:			

Name:	Click or tap here to enter text.
Evaluating Supervisor:	Click or tap here to enter text.
Date:	Click or tap to enter a date.
Rating Period:	Click or tap here to enter text.

Instructions

When this form is issued to you by a supervisor, you are required to respond to the questions below and return the completed form no later than 2 weeks from when it was received. This will provide a starting point for the supervisor's preparation of your performance review and will encourage two-way communication.

In what ways do you believe you could improve your performance?

Click or tap here to enter text.

What are your goals for the coming year?

Click or tap here to enter text.

What responsibilities, initiatives and/or duties are you involved in, outside of your regular assignment?

Click or tap here to enter text.

Employee Signature:

The answers to the above questions represent my best judgment of my own performance accomplishments and needs.

Signature: _____

Date: Click or tap to enter a date.

Reviewing Supervisor: Click or tap here to enter text.

Signature: _____

Date: Click or tap to enter a date.

 Hingham Police Department	POLICIES AND PROCEDURES		4.16b
	Subject: Performance Evaluations – Performance Review Form		
	Issuing Authority: David P. Jones Chief of Police	Signature: 	
Massachusetts Police Accreditation Standards Referenced (6 th edition): 35.1.1, 35.1.4, 35.1.5			
Issue Date:		X/X/25	
Revision Dates:			
Review Dates:			

Name:	
Evaluating Supervisor:	Click or tap here to enter text.
Date:	Click or tap to enter a date.
Rating Period:	Click or tap here to enter text.
RATING CRITERIA	
<u>Exceeds Standards</u> The employee often performs at a level which exceeds the usual expectations of the job and performs certain parts of the job with notable excellence and/or a high level of productivity. Considerable initiative to contribute suggestions for effective improvements or to take on special assignments or projects has been demonstrated.	
<u>Meets Standards</u> The employee consistently meets, and may at times exceed, the requirement of his/her position with few problems or mistakes. Work is accomplished in an accurate, efficient and timely manner, the employee interacts effectively with others; all work rules, policies and procedures are consistently followed; and goals are regularly met.	
<u>Does Not Meet Standards</u> The employee is performing the basic duties of the job, but below the level expected or required in certain important tasks or responsibilities. Additional training, supervision, counseling, or special attention is warranted to give the employee the opportunity to correct problem areas.	

Not Applicable

The standard is not applicable to the employee.

STANDARDS

Reliability

☐ Exceeds Standards ☐ Meets Standards ☐ Does Not Meet Standards ☐ N/A

Occasionally or rarely absent. Reports absence in a timely manner. Rarely or never tardy. If tardy, reports in advance. Dependable and prepared for their assignment.

Appearance

☐ Exceeds Standards ☐ Meets Standards ☐ Does Not Meet Standards ☐ N/A

Projects a neat and professional appearance.

Public Relations

☐ Exceeds Standards ☐ Meets Standards ☐ Does Not Meet Standards ☐ N/A

Projects a positive image to the public. Is courteous and professional during interactions with the public.

Employee Relations
☐ Exceeds Standards ☐ Meets Standards ☐ Does Not Meet Standards ☐ N/A
Is respectful, supportive and courteous to all fellow employees. Willing to work as a part of the team. Works effectively with fellow employees to accomplish common goals.
Job Knowledge
☐ Exceeds Standards ☐ Meets Standards ☐ Does Not Meet Standards ☐ N/A
Has adequate knowledge of necessary elements needed to perform the job. Normally knows what steps are needed to be taken to complete tasks. Requires minor instruction and guidance to complete tasks.
Accepts Direction
☐ Exceeds Standards ☐ Meets Standards ☐ Does Not Meet Standards ☐ N/A
Accepts direction from supervisors. Is accepting and understanding when constructive criticism is offered. Respectfully and tactfully offers opinions that are different than others.
Effectiveness Under Stress
☐ Exceeds Standards ☐ Meets Standards ☐ Does Not Meet Standards ☐ N/A
Has the ability to handle stressful situations, remain calm, and work through the challenge presented.

Judgement/Decision Making
☐ Exceeds Standards ☐ Meets Standards ☐ Does Not Meet Standards ☐ N/A
Makes sound decisions. Utilizes work related knowledge well in making decisions. Learns from experience and supervisory guidance.
Self-initiated Activity
☐ Exceeds Standards ☐ Meets Standards ☐ Does Not Meet Standards ☐ N/A
Shows good initiative by utilizing unassigned time well with productive activities. Routinely displays an effort to solve issues that arise within the police department and the community.
Written Communications
☐ Exceeds Standards ☐ Meets Standards ☐ Does Not Meet Standards ☐ N/A
Written communications (reports, log entries, etc.) are thoroughly documented and very well constructed. Reports are grammatically correct and easy to read. Little to no supervision is required in this area.

Leadership (Supervisor)
☐ Exceeds Standards ☐ Meets Standards ☐ Does Not Meet Standards ☐ N/A
Understands the value of leading by example. Encourages employees to develop and supports/encourages their career goals.
Management (Supervisor)
☐ Exceeds Standards ☐ Meets Standards ☐ Does Not Meet Standards ☐ N/A
Demonstrates the ability to accomplish administrative functions in a timely manner. Demonstrates the ability to provide control and direction of personnel when responding to critical calls. Demonstrates ability to make decisions to utilize any necessary assets to assist with on scene response.
Rater/Evaluator Skills & Quality (Supervisor)
☐ Exceeds Standards ☐ Meets Standards ☐ Does Not Meet Standards ☐ N/A
Supervisor evaluates raters regarding the fairness and impartiality of ratings given, their participation in counseling rated employees, and their ability to carry out the rater's role in the performance evaluation system. Supervisor applies ratings uniformly and objectively.

Goals

Goal should be realistic, measurable, and consistent with departmental objectives. Goals should be related to the employee's job description, responsibilities, and tasks; and be built upon the performance improvements identified in the current as well as the previous appraisals. Goals should be related to professional and personal growth on the job, opportunities, needs and tools for performance enhancement.

Additional Comments**Employee Comments**

The employee shall have a reasonable amount of time (typically 48 hours) to review this document, ask follow up question, and submit comments to be attached to this performance review.

Signatures		
Employee Name:		
Signature:	_____	Click or tap to enter a date.
Evaluating Supervisor:	Click or tap here to enter text.	
Signature:	_____	Click or tap to enter a date.
Deputy Chief:	Click or tap here to enter text.	
Signature:	_____	Click or tap to enter a date.
Chief of Police:	Click or tap here to enter text.	
Signature:	_____	Click or tap to enter a date.

Appendix D

EMPLOYEE HOME RESIDENCE LIST

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

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

Appendix E

 Hingham Police Department	POLICIES AND PROCEDURES		1.19	
	Subject: Body Worn Cameras			
	Issuing Authority: David P. Jones Chief of Police	Signature: 	Issue Date: XX/XX/XX Effective Date: XX/XX/XX	
Accreditation Standards Referenced:		☒ New ☐ Revision ☐ 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 is authorized in Section P.
 2. The Office of the Chief of Police will approve or deny the request. In the event of approval, the Evidence Unit will provide access to the video and audio footage to the

requesting officer. If providing another officer's video or audio, the Evidence Unit will notify the officer whose BWC footage is requested that the BWC footage is being shared and the names of the officers given access to the footage.

R. Supervisor Access to Footage

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

S. Audit and Review of Access to Footage

1. BWC system will create and maintain a log any time a recording is accessed, viewed, or downloaded.
2. A quarterly audit and review of all access will be conducted to determine if there was any unauthorized access to officer video and why such access was performed. The results of the audit and review will be made available in the OIC's Office.
3. Random audits of recorded video may be conducted to verify that BWCs are functioning properly and are being used in accordance with this policy.
4. Minor infractions and minor deviations from the Hingham Police Department policy observed through the review of recorded data will not be subject to the disciplinary process but may be treated as a training opportunity.

T. External Access

1. Prosecutorial / Law Enforcement Access
 - a. Federal, state, and local prosecutors will make requests for BWC footage directly to the Records Division. An officer who receives a subpoena for BWC footage will direct the subpoena to the Prosecutor's Office. The Prosecutor's Office will provide a copy of the subpoena as soon as practicable to the Evidence Unit for response as appropriate.
 - b. Upon receipt of any request related to ongoing prosecutions, the BWC Unit will determine if the case has been assigned to a detective. If the case has a detective assigned, the Unit will advise the federal, state, and local prosecutors to directly contact the detective supervisor for the related case. The detective supervisor or 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.