

***BY-LAW GOVERNING THE
DUXBURY PERSONNEL PLAN***



Effective July 1, 2009

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**PART I
GENERAL PROVISIONS**

1. TITLE

The provisions of the By-law, Job Classifications, and Pay Ranges appended hereto shall be known as the Town of Duxbury Personnel Plan (hereinafter referred to as the Plan), which shall govern the personnel practices of all appointed and/or elected officials of the Town with regard to all employees except those specifically exempted herein.

2. APPLICATION

The Plan shall apply to all employees except those positions filled by popular election and those under the direction and control of the School Committee, and those who have a separate employment contract with an appropriate authority; except where a collective bargaining agreement executed under the provisions of Massachusetts General Laws Chapter 150E contains a condition contrary to the provisions of the Plan. Provisions of the collective bargaining agreement shall prevail. Employees in positions certified as included in a collective bargaining unit shall be entitled only to those benefits as of the date of such certification. The Plan may be used as a guide for authorized officials in determining the compensation of, and personnel policies for, those employees exempted from this Plan. The purpose of the Plan is to provide guidelines to help ensure that sound human resource practices are applied equitably and reasonably and is not intended to be an employment contract. All employment is at the will of the Town and any and all of the Plan is subject to unilateral changes as recommended by the Town Manager and the Personnel Board and approved at Town meetings. Employees shall not assume that any part of this Plan will remain in force.

3. DEFINITIONS

Probationary Employees All new employees are considered probationary during the first 90 workdays of their employment. The probationary period shall be extended by the numbers of days absent from work, for any reason including holidays, during this period. If it becomes apparent at any time during this period that performance is not satisfactory, termination of employment shall take place immediately.

Management Employees are those who are on a fixed compensation for full time services as described in Part II.

Regular Full-time Employees are persons who work at least 35 hours per week, or more than 1040 hours per year, but are employed for a designated number of hours per week for each week throughout the year. Overtime is paid after 40 hours.

Regular Part-Time Employees are persons who work less than 35 hours per week but at least 20 hours per week throughout the year for a minimum of 1040 hours per year.

Regular Intermittent Employees are persons who work on an “as needed” basis determined by the workload in the department throughout the year.

Seasonal Employees are persons who are hired for specific periods of time due to seasonal demands.

Temporary Employees are persons who are hired for a limited period of time to replace regularly scheduled employees who might be absent for extended periods to assist during conditions caused by temporarily increased workloads.

Emergency Employees are persons who are hired for the duration of an emergency, which could result in the interruption of services essential to the health, safety and welfare of the people of the town. In no event will these persons be employed beyond 30 calendar days without the prior approval of the Town Manager. (See Section 10A)

Employee Work Schedule The Department Head shall file a work schedule with the Town Manager to show the number of days and hours per day each employee covered by the Plan shall be expected to work. This schedule shall be amended by the Department Head to reflect changes as they occur, and shall be filed in a timely manner with the Town Manager. All employees will receive at least one-half hour *unpaid* lunch break if required to work more than six (6) hours per day.

4. TITLES OF POSITIONS

The job titles in the compensation schedules shall be the official titles of all positions in the Plan and shall be the only titles used in the administrative or personnel records. All personnel except those exempt under Paragraph 2, must be classified under the Plan and paid only on the basis of duties actually performed.

5. PERSONNEL BOARD

The Moderator shall appoint a Board of five members (hereafter called the Board) to advise on and review the administration of the Plan. Vacancies shall be filled by the Moderator without delay. Board members must not serve the Town in any other capacity other than “ex-officio” while serving on the Board and shall serve without compensation for three-year terms. Board members shall be voting citizens of Duxbury who have; the capacity for impartiality, human resources experience and breadth of outlook to meet the responsibility of the Board to represent both the employees and the taxpayers. The Board may employ assistance and may incur expenses, as it deems necessary subject to appropriation of funds.

6. NON-DISCRIMINATION

The Town agrees not to discriminate in any way against employees covered by the Plan on account of race, religion, creed, color, national origin, sex, sexual orientation, age, handicap, or Vietnam era military service. The Town agrees that the concept of Affirmative Action shall be applied consistent with the terms of the Plan.

6a. SEXUAL DISCRIMINATION AND HARASSMENT POLICY

1. It is the goal of the Town of Duxbury to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that

is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the Town takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct, which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

2. Definition of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is this:

“Sexual harassment” means sexual advances, request for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- (b) Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual’s work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad, and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which is unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

Unwelcome sexual advances - whether they involve physical touching or not;

Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life; comments on an individual’s sexual activity, deficiencies, or prowess;

Displaying sexually suggestive objects, pictures, cartoons;

Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;

Inquiries into one’s sexual experiences; and,
Discussion of one’s sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by the Town.

3. Complaints of Sexual Harassment

If any of our employees believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint. The employee should promptly report the matter to department head, supervisor, or the town manager, the human resource officer, or any other representative of town management with whom the employee feels comfortable talking to. Employees are encouraged, though not required to inform the alleged harasser that the conduct is not welcome and to stop engaging in such conduct.

4. Sexual Harassment Investigation

Once the Town is made aware of a complaint of sexual harassment from any source, the Town Manager, or other town representative will undertake an investigation. The investigation will be conducted in such a way to maintain confidentiality to the extent practicable under the circumstances. The investigation will include a private interview with the person filing the complaint and with witnesses. Also interviewed will be the person alleged to have committed sexual harassment. When the Town Manager, or other town representative has completed the investigation, he will, to the extent appropriate inform the person filing the complaint and the person alleged to have committed the conduct, of the results of the investigation.

If it is determined that inappropriate conduct has occurred, the Town will act promptly to eliminate the offending conduct, and where it is appropriate will also impose disciplinary action.

5. Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, the town will take action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as deemed appropriate under the circumstances.

6. State and Federal Remedies

In addition to the above if an employee believes he has been subjected to sexual harassment, he may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit an employee from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 180 days, MCAD - 6 months).

The U.S. Equal Employment Opportunity Commission (“EEOC”)
10 Congress St. 10th Floor
Boston, MA 02115
(617) 565-3200

The Massachusetts Commission Against Discrimination
 (“MCAD”)
One Ashburton Place - Room 601
Boston, MA 02108
(617) 727-3990

7. DUTIES OF THE PERSONNEL BOARD

- a. The Board shall advise on and review the administration of the Plan.
- b. Proposed substantial changes in job descriptions, new jobs, reclassifications of existing jobs and new rates for new jobs are to be reviewed by the Board for advice and comments prior to finalization.
- c. The Board shall periodically review the Plans of other towns, area pay rates and personnel policies and shall report to the Town Manager and recommend action appropriate to maintain a fair and equitable personnel program.
- d. The Board shall review such matters pertaining to personnel policies and administration as are referred to it by the Town Manager, and report and make recommendations to the Town Manager thereon.
- e. The Board may assist in the recruitment and preliminary screening of Town management applicants as requested.

8. DUTIES OF THE TOWN MANAGER

- a. The Town Manager shall develop and maintain written job descriptions for all positions, which shall describe the primary responsibilities, general duties and requirements for filling jobs.
- b. The Town Manager may add new jobs to the Plan or reclassify existing jobs and authorize new rates for the new jobs.
- c. The Town Manager shall be responsible for establishing pay rates and salary ranges for all employees covered by the Plan unless otherwise provided herein.
- d. Department heads shall periodically review the written job descriptions under their jurisdiction and notify the Town Manager if any job description needs revision. The Town Manager, at least every three years, shall compare jobs subject to the Plan with their job description.

9. EFFECTIVE DATE

This amended Plan shall be operative as of July 1, 2009.

10. HIRING OF NEW EMPLOYEES

All employees, except Emergency hires, shall establish their fitness for service with the Town by serving a ninety (90) working day probationary period.

Probationary employees shall be eligible for participation in the Group Insurance Program if they meet the conditions of the program.

Employees shall be hired within the salary range of the compensation schedule. Exceptions to this are allowable for newly hired employees using the following criteria:

- a. They possess exceptional qualifications and experience as related to the requirements of the job and as compared to employees currently in regular positions.
- b. Their most recent or current compensation is such that recruitment at the minimum would be difficult.

No position subject to this plan shall be filled (other than Emergency and Temporary hiring and where otherwise specified within the Plan) until such hiring has first been posted for seven (7) working days at the Office of the Town Clerk and the offices of the Department where the vacancy occurs and interested Regular Full-time and Regular Part-time employees' qualifications have been considered. Should such vacancy not be filled from within during these seven (7) working days, then such vacancy will be advertised in newspapers for at least two consecutive weeks.

Applicants for other than Emergency hiring may be required to pass a pre-employment physical examination given by a physician at the Town's expense and reported on the form provided. Fees shall be paid on a usual and customary basis.

No terms or conditions of employment other than those set forth in the Plan shall be offered to any applicants.

11. SPECIAL HIRING

a. Emergency Employee Hiring

In times of emergency, for a period not to exceed one week, the appropriate department head is authorized to hire Emergency Employees necessary to prevent the interruption of essential Town services. At all times the rate of pay should be reasonable and consistent with the applicable rate ranges. (See Section 3).

a. Temporary Hiring

Employees needed to meet conditions caused by seasonal workloads or illness, or absence of regular employees may be hired. The department head may utilize informal procedures without prior approval by the Town Manager. They shall be hired at the applicable step of the appropriate grade consistent with their experience, but not to exceed the rate of pay of the incumbent. They shall be released at the earliest possible time, but no later than the return of the Regular employee. Within one week the department head shall notify the Town Manager of the employee hired, the need for such hiring, and the anticipated duration of employment.

b. Notification

The department head shall certify to the Town Accountant the nature and duration of either Emergency or Temporary employment before payment may be made.

d. Re-hire

If an employee who has been laid off because of reduction in force or released through no fault of their own is rehired within 2 years of such termination, only then in such event, will the employee be entitled to all benefits (except those benefits provided in Part III Section 1b.) based on the original date of hire. Such employee shall be subject to a probationary period as stated in Part I Section 3 "Probationary Employee." An employee who resigns and is subsequently rehired shall be entitled to benefits based on the date of

re-hire. An employee separated for cause will not be rehired to any Town position without prior approval of the Town Manager.

12. LEAVES OF ABSENCE

The Town may grant unpaid leaves of absence to eligible employees for specific periods of time and for these reasons: medical, maternity, personal, and military service (other than summer military training) subject to the approval by the Town Manager. The Town may also grant special short-term leave of absence with pay for military reserve obligation (summer training), bereavement, and jury duty.

The Town grants leaves of absence under certain circumstances so that the length of service of the employee is protected. Service time will continue to accrue for the duration of a leave in accordance with the specific type of leave granted.

Any leave will delay salary reviews by the amount of time the employee is on leave. The only exception to this is a leave for military reasons.

A leave must be requested for a specific period of time. The reason for the leave will determine the maximum length of time that can be granted.

Upon the department head's approval of a leave of absence a Personnel Action Request Form will be submitted to the Town Manager.

A. FAMILY MEDICAL LEAVE POLICY

It is the policy of the Town of Duxbury to provide leave in accordance with the Family and Medical Leave Act of 1993 ("FMLA").

All eligible employees are entitled to take up to twelve (12) work weeks of FMLA leave during a twelve month period under the following definitions and procedures.

ELIGIBLE EMPLOYEES:

Individuals who have worked for the Town for at least twelve months and provided at least 1,250 hours of service during the twelve months before the leave commences.

ELIGIBLE EMPLOYEES ARE ENTITLED TO FMLA LEAVE FOR:

1. The birth of a child and to care for the child or the adoption or placement for foster care of a child under 18 (or over 18 if the child has a physical or mental disability and is unable to care for him/herself).
2. A serious health condition which prevents the employee from performing the functions of his/her job.
3. To care for a child, parent or spouse who has a serious health condition.
4. Military service or family military leave
5. Caring for a family member recovering from an illness or injury suffered while on active military duty up to 26 weeks of unpaid leave in a single 12 month period.

DEFINITIONS:

CHILD: Biological, adopted or foster children, stepchildren, or the child of a person with legal guardianship or who has day-to-day responsibility to care for and financially support a child, even if there is no biological or legal relationship.

CONCURRENT LEAVE: State and Federal mandated leave entitlements normally run concurrently with each other and with leave provisions under any applicable collective bargaining agreement or policy.

HEALTH CARE PROVIDER: A doctor of medicine or osteopathy authorized to practice medicine or surgery by the State in which the doctor practices; a clinical social worker or a Christian Science practitioner or any other person determined by the Secretary of Labor, to be capable of providing health care services as defined under FMLA regulations.

INTERMITTENT LEAVE: Time away from the job taken in separate blocks of time due to a serious health condition.

PARENT: The biological parent, or persons who had day-to-day responsibility to care for and financially support a child. Parents-in-law are not included.

REDUCED LEAVE SCHEDULE: Reduction in the number of hours per workday or workweek.

SERIOUS HEALTH CONDITION: An illness, injury, impairment or physical or mental condition that involves:

1. Treatment as an inpatient in a hospital, hospice or residential medical care facility; or
2. A health condition that requires continuing treatment by or under the supervision of a health care provider. Continuing treatment includes: a) two or more treatments by a health care provider; (b) two or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider; c) a single visit to a health care provider that results in a regimen of continuing treatment under the supervision of a health care provider.
3. A health condition that requires continuing treatment by or under the supervision of a health care provider for a chronic or long term health condition that is incurable or so serious that if untreated, would likely result in an absence from work of more than three days.

Examples of serious health conditions include: Heart attacks, heart conditions requiring heart bypass or valve operations, most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, appendicitis, pneumonia, diabetes, epilepsy, asthma, alcoholism, emphysema, severe nervous disorders, injuries caused by serious accidents on or off the job, the need for prenatal care, childbirth and recovery from childbirth.

TWELVE MONTH PERIOD: The “rolling” twelve month period measured backward from the date any employee uses any FMLA leave.

SPOUSE: Defined in accordance with applicable State law, including common law marriages as recognized by the Commonwealth of Massachusetts. Unmarried domestic partners do not qualify for FMLA leave to care for their partner. Also, married couples that work for the Town are limited to a combined total of 12 workweeks during the 12 month period if leave is taken for birth or placement for adoption or foster care of a child or to care for a sick parent. Such leave to care for birth or placement for adoption or foster care of a child must be taken within 12 months beginning on the date of birth or placement for adoption or foster care.

PROCEDURE

NOTICE OF INTENT TO USE LEAVE:

Eligible employees will provide written notice of their intent to use FMLA leave to the Town Manager, thirty days in advance when the leave is foreseeable. For example, the birth or placement of a child for adoption, foster care, or planned medical treatment. When unforeseen events occur that require FMLA leave, the employees or a representative of the employee must provide written notice as soon as both possible and practical but in no event later than one or two working days of learning the need for the leave except in extraordinary circumstances. The notice will include the reason for the leave, the date the leave shall begin and the intended date of return.

When planning medical treatments, employees should consult with the Town when giving notice and make reasonable efforts to schedule the leave so as not to unduly disrupt the Town's operations.

MEDICAL CERTIFICATION:

Leave to care for an employee's seriously-ill family member, or leave due to a serious health condition that makes the employee unable to perform the functions of the employee's job, must be supported by certification by a health care provider.

Employees must provide the certification within fifteen calendar days. If the need for leave was not foreseeable, the employee must still provide the certification as soon as both possible and practical thereafter. Certification shall include:

1. Identification of the practitioner and the type of medical practice.
2. The date the serious health condition commenced and the probable duration of the condition.
3. Diagnosis of the serious health condition.
4. Statement of the regimen of treatment prescribed for the condition (including estimated number of visits, nature, frequency and duration of treatment, including referred or ordered treatment to other health care providers and whether inpatient hospitalization is required). For intermittent leave or leave on a reduced leave schedule, a statement of the medical necessity for such leave.
5. In instances of the employee's serious health condition:
 - a. statement that the employee is unable to perform work of any kind, or
 - b. statement that employee is unable to perform the essential functions of his/her position (as determined by the Town).
6. Instances of care for a family member:
 - a. statement that the family member is in need of the employee's assistance for basic medical, hygiene, nutritional needs, safety or transportation, or
 - b. statement that the employee's presence would be beneficial or desirable for the care of the family member.

Medical certification forms are available in the office of the Town Manager. If the Town has reason to doubt the validity of a medical certification, the employee may be required to obtain a second opinion from a health care provider designated by the Town at the Town's expense. If the two opinions differ, the Town may require a third opinion, which will be final and binding, from a health care provider mutually agreed upon by the employee and the Town and at the Town's expense.

Re-certification by the health care provider is required every thirty days. Re-certification must include the same information contained in the initial certification.

Re-certification may also be required in the following instances:

- a. The employee requests an extension of leave;
- b. changed circumstances occur regarding the illness or injury;
- c. The Town's reception of information which casts doubts upon the continuing validity of the certification.

NOTICE OF INTENT TO RETURN TO WORK:

An employee will be required to report periodically to the Town on his or her status and intent to return to work.

INTERMITTENT LEAVE/REDUCED SCHEDULE:

FMLA leave may be taken on an intermittent or reduced leave schedule. Employees requesting an intermittent or reduced leave schedule must make a reasonable effort to schedule treatment so as not to unduly disrupt the Town's operations and administration, especially when the leave is foreseeable. The Town may require a temporary transfer to an alternative position with equivalent pay and benefits, if the employee is qualified for the position, to better accommodate the reoccurring periods of leave.

Leave for the birth or placement of a child may not be taken on an intermittent or reduced leave schedule basis.

PAID LEAVE AND BENEFITS

In all circumstances, accrued vacation and personal leave as well as compensatory time must be used for qualified FMLA leave. In addition, sick leave must also be used to care for the employee's own serious health condition. Upon depletion of the available accrued paid leave, FMLA leave becomes unpaid leave. It is the total of this time, which will equal the twelve weeks of FMLA leave. During any portion of FMLA leave to which the accrued paid leave is applied, the employee will continue to accrue benefits and seniority. During any portion of FMLA leave, which is unpaid, the employee will not accrue benefits and seniority.

The Town will continue the contribution to the employee's group health plan during the FMLA leave unless the employee advised that he/she will not be returning to work. The employee will have his/her contribution deducted from the applied paid leave. Upon the depletion of said leave, the employee must make arrangements to pay his/her contribution to the health premiums. These arrangements must be made in advance of the leave, especially if the leave is foreseeable.

If the employee's premium payment is more than 30 days late, his/her health coverage will be canceled. Employees experiencing severe financial hardship may petition the Town Manager for consideration of alternatives for payment of the employee premium. This may include but not be limited to: payment of employee health insurance premiums by the Town while on unpaid leave and subsequent double deductions of health insurance premiums upon the employee's return to work. This petition must be made within the thirty days noted previously. The Town Manager will make a recommendation to the Board of Selectmen or their designee for final determination.

The Town will recover from the employee premiums paid during any period of unpaid FMLA leave if the employee fails to return to work after the FMLA leave entitlement has expired, except in instances of continuation, reoccurrence, or onset of qualifying FMLA leave circumstances or other circumstances beyond the control of the employee.

When circumstances allow for the Town to recover health insurance premium payments it made from a non-returning employee, the Town may deduct the amount due from any sums owed to the employee. For example: vacation or final paycheck.

RESTORATION TO POSITION:

An eligible employee who takes FMLA leave is entitled to be restored to the same position that the employee held when the leave started, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided the employee returns to work at the conclusion of leave of 12 work weeks or less.

Employees on FMLA leave due to their own serious health condition must submit certification from the health care provider that the employee is able to resume work, i.e. is fit for duty, before they can return to work.

DENIAL:

Conditions under which FMLA leave and/or reinstatement may be denied including (but not limited to):

1. ineligibility of employee,
2. unqualified for leave under the Family and Medical Leave Act,
3. employee fails to give timely advance notice for foreseeable leave (temporary denial up to thirty days after employee provides notice of need),
4. employee fails to provide in a timely manner, requested medical certification (temporary denial up to time of submittal),
5. employee fails to supply fitness-for-duty certificate (up to time of submittal),
6. if employee's job is eliminated during period of leave.
7. employee unequivocally advises Town of intent not to return to work,
8. fraudulent acquisition of FMLA leave, and
9. employment with another employer while on FMLA leave.

A-1 SMALL NECESSITIES LEAVE (“SNLA”):

All eligible employees are entitled to take up to a total of 24 hours leave during the 12-month period, as defined in the FMLA policy, to:

- (1) participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
- (2) accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- (3) accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder’s care, such as interviewing at nursing or group homes.

“School” includes public and private elementary and secondary schools, Head Start programs, and children’s day care facilities licensed under Massachusetts' law.

Eligible employees are individuals who have worked for the Town for at least twelve months and provided at least 1,250 hours of service during the twelve months before leave commences.

In all circumstances, accrued vacation and personal leave must be used for SNLA leave. Upon depletion of available accrued vacation and personal leave, SNLA becomes unpaid leave. Vacation and personal leave run concurrently with SNLA when the leave is for an

SNLA a qualifying reason.

Eligible employees will provide written notice of their intent to use SNLA leave to the Town Manager seven days in advance when the leave is foreseeable. When unforeseen events occur that require SNLA leave the employee must provide as much notice as practicable.

All notifications, certifications and questions relating to this policy, must be submitted to the Town Manager.

B. Extended Medical Leave: A medical leave may be extended until the employees are physically able to return to work, up to a period of six months. The duration of the medical leave must be supported by the employees’ doctor in a written statement directed to the Town.

C. Maternity Leave: Female employees will be granted a maternity leave of up to eight weeks for the purpose of childbirth or for adopting a child under three years of age. Employees have to give notice of the date of their departure and their intent to return to work. The employee will return to her original position or a similar one. Leave under this provision runs concurrently with Family Medical Leave Policy.

D. Personal Leave: The Town may grant a leave of absence for compelling personal reasons provided adequate arrangement can be made for employee’s responsibilities during the absence. Employees must have been employed over one year as a regular full-time employee or have equivalent part-time service. The leave may not exceed three months. The employee must notify the department head far enough in advance to allow for the approval of the Town Manager and to make adequate arrangements.

All accrued vacation time not used may not extend the period of such leave. All benefits will continue for the length of the personal leave to a maximum of three months. Total monthly group insurance premiums must be paid in advance by the employee.

- E. Military Employees who held permanent positions prior to entering military service are entitled to reinstatement. Employees inducted into the Armed Forces will be expected to show a copy of their military orders to their department head who will make a copy of these orders and send them to the Board for the employee's file.

Employees must present a certificate showing satisfactory completion of service. Employees returning from military service will be restored to their former position or a position of like status and pay if such employees apply for reinstatement within 90 days from date of honorable discharge from military service.

Once employees are reinstated they are entitled to the service date they had when they entered military service plus whatever additional service time they would have accumulated had they remained at their job. If the rate of pay for the same position has been increased, they are entitled to the higher pay.

The leave of absence will terminate upon an employee's failure to apply for reinstatement within 90 days of honorable discharge.

Service time will continue to accrue for the duration of a military leave, but will not accrue beyond a maximum of 5 years.

While in the Armed Service, insurance coverage will be discontinued.

1. Reserve Obligation - Military Leave

The Town will grant a leave annually to permanent full-time employees who are ordered into military service for 15 days or less. This leave is in addition to the normal vacation to which they are entitled. The two-week military time will not be counted as vacation time unless requested by the employee. Reserve training will not be considered an interruption of Town Employment for purposes of computing service date.

Group insurance coverage will continue unchanged during this 15 day Reserve training period. If employees are called or volunteer for longer periods of active duty, all insurance benefits will cease as of the date they are placed on Military Leave.

- F. Special Short Term Leave With Pay Special short-term leave with pay may be granted as follows:

1. Bereavement Employees shall have up to four consecutive days off for time necessarily lost, without loss of pay, in the event of a death in the employee's immediate family, namely, husband, wife, son, daughter, father, mother, brother and sister. This leave may be extended without pay at the discretion of the department head if unusual travel time is involved.

Employees shall have up to two (2) consecutive days off for time necessarily lost, without loss of pay, in the event of the death in the employee's family, namely, mother-in-law, or father-in-law. Employees shall have one (1) day off for time necessarily lost, without loss of pay, in the event of the death of the employee's brother-in-law or sister-in-law.

The days of this bereavement leave shall be reduced or not allowed if the period of funeral leave occurs while the employee is on vacation, on sick leave or other leave of absence.

The employee must notify the Department Head of this bereavement leave.

2. Jury Duty In order that the employees on jury duty will not lose time and money by being impaneled as jurors, the Town will reimburse the employees the difference in wages earned as a juror and what their normal earnings would have been had they been working for the Town.

The employees, upon receipt of notice, will immediately inform their department head of their call to jury duty. The department head should note on the payroll time sheet, and the moneys to be paid the employees to compensate them for the earnings lost while on jury duty. Employee's check or check stub from the court should be presented to the Town Accountant upon receipt for verification of wages earned.

In all cases jury duty shall conform with the procedures specified under the One Trial Jury System mandated by General Laws Chapter 234A.

3. Personal Days After the ninety (90) working days probationary period, up to three (3) days leave with pay may be granted by the Department Head in any one year for personal or private reasons. No deduction will be made from sick leave credit. Personal days may be granted to regular part-time employees on a pro-rated schedule commensurate with their annual hours worked. Personal days may not be accumulated and no payment shall be made at termination for unused days.

13. TERMINATION

- a. Termination definitions

Release - is a separation initiated by the department head as the result of an individual's inability to perform the duties of the job for reasons other than cause.

Lay-Off - is a separation initiated by the department head as a result of the elimination of a position due to reorganization or a lack of money or work.

Discharge - is a permanent separation for cause initiated by the department head.

Resignation - is a voluntary separation initiated by the employee.

- b. Pay:

- (1) Regular full-time and regular part-time employees are entitled to termination pay as provided in the following schedule. Regular part-time employees shall be paid on a prorated basis. The department head shall determine the proper amount of termination pay and submit a Personnel Action Request Form to the Town Manager for approval.

<u>Reason for Termination</u>	<u>Amount of Termination Pay</u>
Discharge	None
<i>Release or Lay-Off:</i>	
Under 13 week's service	None
13 weeks to one year of service	1 week
1 year's service or more	1 week for each year of completed service to maximum of 10 weeks.
<i>Resignation:</i>	
Without notice	None
With notice*	Maximum of two weeks
Retirement	None

- (1) The maximum may be given when the department head declines the offer of the employees to work out their notice period. Termination pay may not exceed the amount the employees would have earned had they been able to work out their notice period.
- (2) If employees resign and work their two-week notice period, they are not entitled to termination pay.
- (3) Probationary, Intermittent, Seasonal, Temporary and Emergency employees are not entitled to termination pay.
- (4) Compensation shall continue to be paid for the period of time as indicated by the schedule in 12 (1).
 - c. Employees who are terminated are to be paid for vacation time accrued and not taken at the time of termination.
 - c. Group insurance policies for terminated employees shall be canceled as of the end of the last month actually worked. Eligible employees may continue enrollment in group insurance policies in accordance with municipal and statutory authority.

14. GRIEVANCE PROCEDURE

Step 1 Employees who allege a grievance shall, within five (5) working days of such grievance, file a written statement of the cause of complaint with their department head and the Town Manager. The department head shall immediately confer with the aggrieved employee and, within ten (10) days of receipt of the written complaint, render in writing to the Town Manager his/her recommendations to resolve the grievance.

Step 2 If employees disagree with the recommendations they shall, within five (5) working days of receipt of same, submit their written response to the Town Manager and their department head. Within fifteen (15) working days the Town Manager shall render a written decision on the alleged grievance, including any adjustments necessary to satisfy said grievance.

Step 3: The aggrieved employee (except in a discharge action) who may not be satisfied with the decision after Step 2, may within fifteen days request a review of the decision by the Personnel Board. The decision after Step 2, if not appealed within the time allowed, or after Step 3, shall be final and binding and immediate unless it involves the expenditure of moneys in excess of, or contrary to, the purposes for which moneys were appropriated at a Town Meeting.

15. COMPENSATION GRADE APPEAL

Any employee who believes that his or her job has been substantially altered or has higher ranked duties added since the job was last evaluated may appeal to his or her department head and the Town Manager. This request will be in writing and will provide complete details as to the assignment changes and implementation dates. The Town Manager will re-evaluate the job and render a decision within 31 days of the appeal. If the change is judged significant enough to warrant reclassification of the job or other necessary action, such will be made retroactive to the date of the employee's appeal.

16. TEMPORARY TRANSFER TO MANAGEMENT SCHEDULE

Subject to the Town Manager's approval when the appointing authority determines it necessary to temporarily fill a higher pay grade, the assigned employee shall be paid no less than the minimum of the new range or 10% more than the employee's current rate, but not to exceed the maximum of the new pay rate provided that:

1. The employee is required to perform the full complement of duties, and
2. The assignment is thirty-one or more consecutive calendar days.

Should the employee be asked to perform less than the full complement of duties, but more than what is normally expected for thirty-one or more consecutive calendar days, the assigned employee may be paid up to 5% of the minimum of that position in addition to his/her current rate.

In neither of the foregoing situations will the employee receive compensation for an assignment of less than thirty-one consecutive calendar days; however, once the thirty-first day is passed, the employee shall receive retroactive pay to the first day of the assignment.

Upon completion of the temporary transfer, the employee shall return to his or her former position without loss or seniority benefits.

Any temporary transfer shall not exceed six months without the approval of the Town Manager and shall not in itself serve as a basis for a claim for upgrading on the part of the employees so assigned.

Situations may arise in which employees may be needed to work beyond the stipulated twelve (12) hour period. In such cases the department head making the assignment shall take into account the employees' ability to work safely and efficiently.

17. TUITION ASSISTANCE POLICY

The Town of Duxbury will provide tuition assistance benefits to help employees pay for the cost of courses related to their job, in accordance with the following guidelines and subject to available funding.

1. Eligibility. All regular full time employees covered under the Plan, who have been employed for one year, are eligible for tuition assistance benefits.
2. Types of Courses. The following courses are reimbursable:
Undergraduate and graduate courses offered through accredited colleges and universities if the department head and Town Manager determine that the course(s) relate to the employee's current assignment; and courses that are part of an approved degree-related program in which the employee has matriculated.
3. Amount of reimbursement. Tuition reimbursement will be provided up to five-hundred dollars (\$500) per semester or three-hundred thirty-three dollars (\$333) per trimester, whichever is applicable, with a maximum of one-thousand dollars (\$1000) per calendar year. Reimbursement is subject to receipt of Grade B or better.
4. Tax considerations. Reimbursement under this policy may result in taxable income to the employee.
5. Effect of employment termination. To be reimbursed, employee must still be employed by the Town at the time of receiving evidence of satisfactory course completion.

Submission of application. Before starting a course, an employee must submit a written request for Tuition Assistance to his or her Department Head. The employee and Department Head will discuss the relevance of the course(s) to the employee's position and/or future goals.

Approval of application. If the course(s) fulfill the requirement of this policy, the Department Head will indicate approval by signing the form and will forward it to the Town Manager. The Town Manager will review the request and return it to the Department Head, either with a signed approval or with an explanation for the reasons for disapproval. Evidence of satisfactory completion. On completing approved courses, employees are required to submit to the Town Manager certified transcripts of their grades and original receipts for reimbursable tuition. If a course is not satisfactorily completed in accordance with the criteria outlined in this policy, no reimbursement will occur.

18. GENERAL

- a. No *Regular* employee shall receive compensation for any hours worked on any part-time job under this Plan unless such part-time employment is authorized by the Town Manager in writing and then only when such work is performed other than during the employee's regularly scheduled hours.
- b. Retirement is a permanent separation at which time the employee receives an immediate retirement income under the Plymouth County Retirement plan for public employees.
- c. Employees in all Town departments are not expected to work more than 12 hours in any 24-hour period. The twenty-four (24) hour period will begin at the start of the employee's regular shifts.
- d. No employee will be transferred or be hired into a department in which the applicant will be supervised by a relative or in which the applicant will be required to supervise a relative, except Call Firefighters.
- e. Employees shall perform the work described within their job description, as well as any other reasonable duties assigned by their supervisors, or in times of emergency, by any Town supervisor. Employees should strive to perform their duties enthusiastically and effectively in a spirit of community and cooperation with other town employees and departments.
- f. No employee who is filling a Regular Full-time position shall be hired into a second full-time job. In the event that an employee's part-time position becomes full-time concurrent with another full-time job, the employee shall be terminated from one of the positions.

PART II

MANGEMENT PROVISIONS GRADE III AND ABOVE

1. The Classifications listed in the Compensation Schedule are positions, which are on a fixed compensation for full time service and receive no overtime premium. Salary adjustments are subject to merit review on the basis of recommendations of the appointing officer or authority and the approval of the Town Manager. There are no automatic increases or cost of living adjustments.
2. Prior to appointment, no job offer shall be made by the appointing authority until verification of prior employment has been established and advising the Board of the pending action.
3. Salary Review Employees shall be reviewed by the appointing officer or authority for action annually on July 1. However, if employees have three months or less service as of July 1 their review shall be postponed until the next July 1. If employees have more than three but less than twelve months of service as of July 1 then they will receive a proportion of the increase otherwise granted. Specifically, one/twelfth of the increase will be granted for each full month served to a maximum of twelve months. For example; if employees start on January 1 then they would have six months service as of July 1, resulting in one half of the increase otherwise granted.

Individuals who at the start of the fiscal year are at the maximum of the salary range and therefore no longer eligible for base salary increase, may be considered for a one time lump sum payment of up to \$1,500 at the discretion of the Town Manager based upon performance evaluation. (Lump sum payment shall not be considered increase in the base salary.)

Nothing in this section shall be construed as requiring that a salary increase be granted unless warranted by meritorious performance.

4. Performance Appraisal Employees shall be entitled to a formal written review of their performance annually, and new employees upon completion of three months service in accordance with the policies and procedures of the Board. Such appraisal shall, at the minimum, indicate how the employees have met their performance expectations during the just completed period and establish new expectations for the upcoming period.
5. Employees classified under this schedule are those whose duties include some form of managerial authority, actually directing the work of others, and who carry out their particular responsibilities by direction, but without supervision, and usually with specific responsibilities and authorities defined by statute or by-law.
6. Holidays: Management employees will be eligible for the same holidays as provided for Regular employees.
7. Vacation Management employees shall be eligible for vacation in accordance with the following provisions:
 - a. After the completion of 4 months of continuous employment, an employee shall be eligible for up to 5 days of paid vacation to be taken with prior written approval of the appointing authority.

- b. After the completion of 8 months of continuous employment, an employee shall be eligible for an additional 5 days of paid vacation to be taken with prior written approval of the appointing authority.
- c. After the completion of 12 months of continuous employment, an employee shall be eligible for an additional 5 days of paid vacation with prior written approval of the appointing authority. The total of the foregoing shall not exceed 15 days of paid vacation for the first 12 months of continuous employment.
- d. After completion of 60 months of continuous employment, an employee shall be eligible for 4 weeks of paid vacation to be taken with prior written approval of the appointing authority.

With regard to the above vacation time provisions only, employees hired prior to July 1, 1987 shall be governed by the Plan effective July 1, 1986.

The following provisions in this section apply to all management employees irrespective of hire:

- a. After completion of 25 years of continuous employment, an employee shall be eligible for up to 25 days of paid vacation to be taken with prior written approval of the appointing authority.
- b. The appointing authority may request, due to operational necessity, that vacation time be accumulated for up to one year beyond the period during which it was earned.
- c. All vacation time must be scheduled with advance written approval of the appointing authority with a copy to the employee's personnel file.
- d. In the event of the death of an employee payment of any vacation time earned, but not taken, shall be made to the employee's designated beneficiary.

8. Disability Leave In cases of prolonged absences due to accident or illness, salary shall be continued for the period of the disability up to a maximum of six months subject to certification by a physician that the employee is unable to work. Such certification shall be provided to the Town Manager upon its request. Absences not separated by a period of thirty days will be considered the same disability for purposes of this paragraph. At any time during this leave, the Town Manager may appoint a physician to verify the employees' condition. If disability continues beyond a six-month period, employees will be considered on an unpaid leave of absence. Leave taken under this paragraph will be considered Family Medical Leave.

9. Service Pay on Retirement When employees retire from a Classification in the Compensation Schedule and receive immediate retirement income from the Plymouth County Retirement Association or other appropriate retirement system, they shall be entitled to one week's pay for each year of continuous service to the Town up to a maximum of ten (10) weeks.

Such service pay on retirement shall be paid at the time of retirement provided the employee has submitted, in writing, a notice of intent to retire at least six (6) months in advance. If employees fail to submit such written notice to the Town as specified their service pay may be deferred to the next fiscal year.

PART III

EMPLOYEE PROVISIONS

GRADE I, II AND IIA

1. RATE RANGES

- a. All employees in Grade I, Grade II and Grade IIA shall move through the ranges in accordance with the Salary Administration Guidelines, available at Human Resources.

Employees denied an increase have a right of appeal to the Town Manager. The Town Manager shall confer with the employee and appropriate department head prior to determining the merits of the appeal.

New Regular Full-Time employees having performed 6 months of service are eligible for review.

Regular Part-Time employees shall be eligible for a salary increase or merit review at the end of one year of service or 1,560 hours, whichever comes later, but in any event may be considered eligible for a salary or merit review after three years of continuous part-time service even though 1,560 hours may not have been worked during the three (3) year period involved.

Progression to the Maximum: Progression through the rate ranges from the minimum to the maximum for employees in Schedule P.S. shall be in six steps. Progression through the ranges is not automatic but is on the basis of merit and ability as recommended by the appropriate department head and approved by the Town Manager. A step increase or merit review may occur any time on or after the anniversary date.

Employees denied an increase under the foregoing provisions shall be informed in writing, with a copy to the Town Manager and the Personnel Board, of the following:

- 1. the reason(s) for the denial
- 2. the suggested areas for improving their performance
- 3. the time period for further review of performance

Employees who do not improve their performance may be terminated.

Intermittent and Seasonal employees shall be eligible for a merit review at the end of one year service or 1,560 hours, whichever comes later, and at the discretion of the Board may be granted a step increase or merit review after three years of service on an intermittent basis, even though 1,560 hours have not been worked during the three (3) year period involved.

Emergency, Temporary, Schedules A, B and R employees receive no increase other than changes to the compensation schedule approved by town meeting.

- b. Recommendations for increases as determined by the department head shall be submitted to the Town Manager prior to the effective date of the action.

2. PROMOTIONS AND TRANSFERS

- a. An employee transferred or reclassified to a job in the same grade will transfer without any change in rate of pay.
- b. Employees transferred to a higher grade shall be paid within the current Compensation Schedule.
- c. An employee transferred to a job in a lower grade shall be credited with previous service in a higher grade in establishing allocation in the lower grade.
- d. The Town Manager may approve the temporary transfer of employees to other positions. If the temporary transfer is to a higher level position within Grade I, Grade II or Grade IIA, such employees shall be compensated, effective retroactively, on the thirty-first (31) day in the new assignment at an appropriate rate as determined by the hiring officer or authority and approved by the Town Manager. If the transfer is to a lower level position, such employees shall maintain their present rates of pay. The employee shall continue to accrue, for the duration of the temporary assignment, all benefits they would have accrued had they remained in their former positions.

For any temporary transfer, the appointing authority shall present to the Town Manager its plans for the position. The Town Manager shall review the plans and determine appropriate action. Temporary transfers may not exceed six months without the specific approval of the Town Manager.

3. SPECIAL PAY

- a. Call-Back Pay Non-exempt salaried personnel employed under Grades I, II and IIA who are called from their homes to perform unscheduled work shall be paid at the appropriate rate, but shall receive no less than three hours pay.
- b. Overtime Pay Non-Exempt employees classified in Grades I, II and IIA shall receive pay at one and one-half times their regular hourly rate for work performed after forty (40) hours. In no event will an employee be paid overtime pay for time not worked.
- c. Overtime Distribution Overtime, as determined by the department head, shall be distributed as equitably as possible during each calendar year among the employees within their classification, in their department, provided that overtime is first offered on a rotating basis to Regular full-time employees of the department.

4. HOLIDAYS

Regular employees shall be granted the following eleven paid holidays each year:

New Year's Day	Memorial Day	Columbus Day
Martin Luther King Jr.'s	Independence Day	Veteran's Day
Labor Day	Thanksgiving	President's Day
Christmas	Patriots Day	

Holidays falling on Sunday shall be celebrated on Monday and holidays falling on Saturday shall be celebrated on Friday. Employees under Schedule P.S., required to work on any of the above specified holidays, shall be paid holiday pay at their regular straight time rate in addition to their regular pay for that day.

Full-time employees who are required to work on an emergency basis on Thanksgiving Day, Christmas Day, or New Year's Day shall be paid at the rate of time and one-half in addition to the holiday pay.

Regular Part-Time, Intermittent, and Seasonal employees except those in Schedules A, B, and R shall be granted holiday pay if their regular work schedule calls for working on the holiday. If on

a part-time schedule, payment will be made for the number of hours the employee would have been scheduled to work had the day not been a holiday.

5. PAID VACATIONS

Vacation pay will be based on the normal weekly hours of employment as defined by the Board (exclusive of overtime) during thirty weeks preceding July first and at the rate at the time the vacation is granted. Any dispute regarding the computation of vacation pay shall be referred to the Town Accountant and Town Treasurer and their decision shall be accepted by the employee or submitted as a grievance.

Vacation shall be taken at the employee's convenience, but subject to the department head's approval, which is based on the need to maintain departmental operating efficiency.

Vacations with pay will be granted to Regular Full-Time employees as follows:

- a. In the instance of employees who have been employed for less than thirty (30) weeks as of July first in the current year, vacation leave of one day shall be granted with full pay for each three weeks of employment provided that (1) such vacation leave shall not exceed ten days, and (2) such vacation credit shall be calculated from the first day of employment.
- b. Vacation leave of two calendar weeks shall be granted to any employee who as of July first has been employed by the Town for at least one year, but less than five years.
- c. Vacation leave of three calendar weeks shall be granted to any employee who as of July first has been employed by the Town for five years but less than ten years.
- d. Vacation leave of four calendar weeks shall be granted to any employee who as of July first has been employed by the Town for ten or more years but less than twenty-five years.
- e. Vacation leave of five calendar weeks shall be granted to any employee who as of July first has been continuously employed by the Town for twenty-five (25) or more years.
- f. Employees who are eligible for vacation under this section and whose services are terminated through no fault or delinquency of their own, by resignation (if two weeks' notice has been given previously), retirement or entrance into the armed forces, even if the employees are on sick leave at the time, shall be paid vacation that has accrued but has not been taken in the vacation year prior to such termination. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which such dismissal, resignation, retirement or entrance into the armed forces occurred up to the time of the employee's separation from the payroll.
- g. Upon the death of employees eligible for vacation pay under this section, payment shall be made to the designated beneficiaries of the deceased in the amount equal to the vacation allowance as accrued in the vacation year prior to the employee's death, but which had not been granted. In addition, payment shall be made for that portion of the vacation year during which the employees died, up to the time of their separation from the payroll.
- h. Listed below is a table to be used to calculate the prorated number of vacation leave days earned by employees during the fiscal year in which their fifth (5th), tenth (10th) or twenty-fifth (25th) year employment anniversary date occurs.

If anniversary date occurs
During the month of:

July

Number of additional days earned

5

August	4
September	4
October	3
November	3
December	2
January	2
February	2
March	1
April	1
May	0
June	0

Vacation with pay will be granted Regular Part-Time employees on a prorated schedule commensurate with their annual hours of work.

Vacation time may be accrued for one year with the approval of the department head. Extra pay may not be given in lieu of vacation.

Intermittent, Seasonal, Temporary, and Emergency employees receive no vacation.

6. PAID LEAVE DUE TO INJURY OR ILLNESS

The Town will protect the earnings of eligible employees for periodic illnesses to a maximum of one hundred and twenty hours per year accumulative. (Refer to paragraph c.) The Town recognizes the fact that from time to time employees are unable to report to work because of sickness. It is the desire of the Town to protect the income and ease the financial burden of our employees during these occasional illnesses; however, it is not the intent of the Town that this policy provides additional “vacation” time to employees. Unjustified absences will be treated as disciplinary situations. For the benefit of the health and welfare of the employee, the Town expects the employee to secure prompt medical advice.

- a. All *Regular* and *Regular Part-Time* employees are eligible to receive sick pay benefits, provided they have completed ninety days continuous service. *Regular Part-Time* employees will receive a pro-rata amount that is consistent with their work schedules. *Intermittent, Seasonal, Temporary, and Emergency* employees are not eligible for sick leave.
- b. A physician’s certificate of illness shall be submitted by the employee to the department head after five (5) work days absence. This certificate will be forwarded to the Town Manager for authorization to continue sick leave payment and then to the Board. Failure to submit this certificate shall result in cessation of payments.

Department heads may, at their own discretion and in disregard of this policy, limit the total number of sick days available to employees if the employees have frequent 1-2 day sickness without doctor’s certificate.

In order for employees to receive sick pay, they must notify their department head as soon as possible, but in no event later than the start of their work shift of the day they are absent.

c. Calculation of Sick Pay

First Year - 0 to 90 Days

No sick pay

First Year - after 90 Days

Sick pay benefits begin to accrue at the rate of one hour for every fifteen hours worked, up to a maximum of one hundred hours.

After first year

One hour of sick pay for every fifteen hours worked up to a maximum of one hundred and twenty hours.

Sick pay benefits will be based on the individual employee's normal workday at straight time and will not include hours worked at overtime.

- d. Employees may accumulate unused sick pay from year to year to a maximum of 1,200 hours. In the case of exceptional circumstances, where an employee has or is about to exhaust the leave accrued, additional allowance may be granted upon the application of the employee, the recommendation of the department head and the written approval of the Town Manager. In determining whether such extended allowance shall be granted, the past absence of the employee, the length of continuous service with the Town and the quality of the employee's performance and record shall be taken into account. Consideration shall also be given as to what portion of the allowance shall be appropriate at full pay and what portion at part pay.
When additional sick leave allowance is granted under this section, the employee's sick leave will be debited until such additional sick leave shall be made by debiting one (1) of every two (2) sick days accrued, until the additional allowance is repaid.
- e. When qualified, employees will receive their average work week pay through the combining of Worker's Compensation benefits and their accumulated sick pay provided that they have exhausted their accrued vacation. Any sick leave paid under this provision will be deducted from the employee's sick leave accrued. If employees exhaust both vacation and sick leave while on Worker's Compensation, the only payment will be Worker's Compensation.
- f. Upon termination of employment, voluntary or involuntary, or by death, accumulated sick pay hours are canceled and represent no obligation on the part of the Town to the employee.
- g. Upon retirement, an employee shall be granted 8 hours pay for each 24 hours of unused sick leave to a maximum of 400 hours.
- h. The department head, by law, is required to accurately record an employee's attendance, noting tardiness, vacation, holiday pay, overtime, call-back periods, and illness. This shall be submitted to the Town Treasurer and/or Town Accountant on a form designated by them and maintained by them for the Town Manager as well as their own purposes.
- i. The Town Manager may, at his own discretion, require a medical examination for any employee who reports an inability to perform because of illness or injury. This examination shall be at the expense of the Town by a physician appointed by the Board.
- j. No employees shall be gainfully employed while on sick leave from the Town or on Worker's Compensation.

Article 7 - Duxbury Personnel By-Law

Section 8 - Effective Date. This amended Plan shall be operative as of July 1, 2009

COMPENSATION SCHEDULE

	Minimum	Mid-Point	Maximum
Grade VII Fire Chief Police Chief	\$80,000	\$92,500	\$105,000
Grade VI Director of Public Works Finance Director	\$70,000	\$82,500	\$95,000
Grade V Director Council on Aging Library Director Town Accountant Town Treasurer/Collector	\$60,000	\$72,500	\$85,000
Grade IV Executive Assistant to Town Manager Human Resources Officer	\$50,000	\$62,500	\$75,000
Grade III Assistant Director Council on Aging	\$40,000	\$50,000	\$60,000
Grade IIA Administrative Assistant	\$35,000 \$16.82	\$45,000 \$21.63	\$55,000 \$26.44
Grade II Activities Coordinator Food Service Manager Outreach Coordinator Respite Coordinator Volunteer Coordinator	\$30,000 \$14.42	\$40,000 \$19.23	\$50,000 \$24.04
Grade I Department Assistant I Department Assistant II Food Service Assistant Meals Coordinator Assistant Outreach Coordinator Program Assistant	\$25,000 \$12.00	\$32,500 \$15.62	\$40,000 \$19.23
Police Officers Intermittent and Student	\$16.48	\$19.06	\$21.64
Schedule P.S. Local Building Inspector Plumbing & Gas Inspector (annualized at 20 hours)	\$22,673	\$26,233	\$29,793
Wiring Inspector	\$20,371	\$23,592	\$26,812

(annualized at 18 hours)

Effective July 1, 2009
Compensation Schedule A

Classification	Wage Rate
Alternate Inspector of Buildings	\$22.00 per hour
Alternate Plumbing Inspector	10.00 per hour
Alternate Wiring Inspector	10.00 per hour
Call Firefighter - Two hour minimum per call	9.00 per hour
Maximum age in accordance with G.L. Chapter 32	
Special Detail	Appropriate Detail Rate

The classifications listed in Schedule A are positions which are fixed in their compensation, receive no vacation or holiday pay, sick leave, call back pay or termination pay. No service credit for time spent in these positions may be used under the appropriate section of the Plan. All positions require the use of advertising to solicit new employees. All positions may require physical examination.

Compensation Schedule B

Classification	Wage Rate
Clerical Assistance (Town Committees & Boards non-union positions only)	Appropriate Rate as Determined by Town Manager
Clerk, Registrar of Voters	Compensation based upon G.L. Chapter 41, Section 19G
Election Warden	\$10.00 per hour
Election Worker	8.00 per hour
Inspector of Animals	900.00 per year
Juvenile Officer	150.00 per year
Lockup Keeper	none
Police Matron	9.50 per hour
Registrar of Voters	100.00 per year
Sealer of Weights & Measures	3000.00 per year
Town Clock Custodian	200.00 per year

The classification listed in Schedule B are positions which are fixed in their compensation, receive no vacation and holiday pay, sick leave, call back pay, or termination pay. No service credit for time spent in these positions may be used under the appropriate sections of the Plan. No advertising is necessary to fill these positions. No physicals are required except as otherwise determined by the Town Manager.

Compensation Schedule R

Classification	Minimum	Maximum
Assistant Dog Officer		
Harbormaster Assistant		
Librarian intermittent		
Lifeguard		
Program Coordinator		
Recreation Specialist	\$ 8.00	\$18.00
Recreation Supervisor		
Reserve Dispatcher		
Seasonal (Laborer) Helper		
Seasonal Intern		
Special Police Officer		
Van Dispatcher		
Van Driver		
Water Safety Instructor		

The classifications listed in Schedule R are positions which receive no vacation and holiday pay, sick leave, call back pay, or termination pay. No service credit for time spent in these positions may be used under the appropriate sections of the Plan. Once a rate of pay is established for an employee, such rate may not change for a period of a least six months. Positions may require the use of advertising.