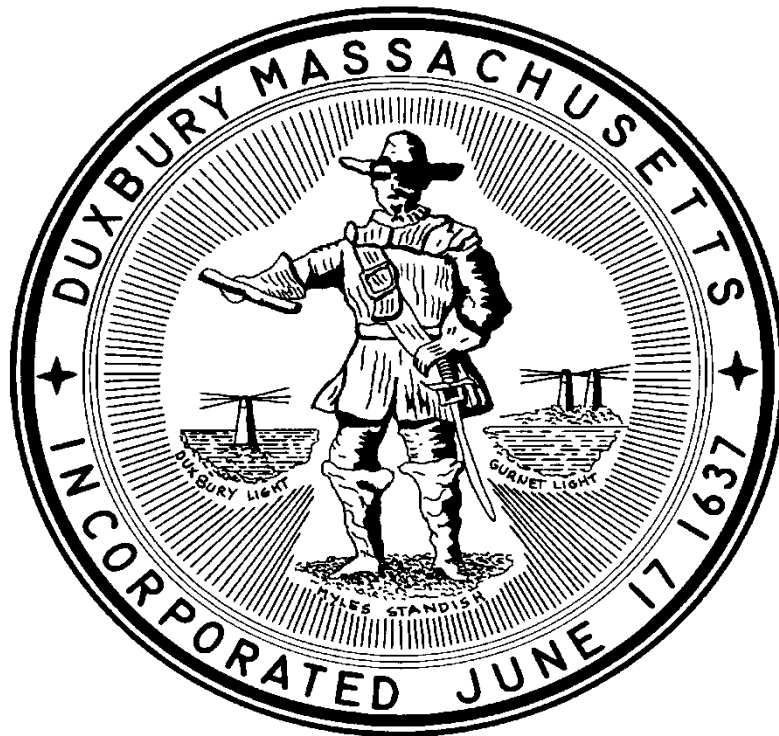


***BY-LAW GOVERNING THE  
DUXBURY PERSONNEL PLAN***



***July 1, 2016 – June 30, 2017***

**BY-LAW GOVERNING THE DUXBURY PERSONNEL PLAN  
EFFECTIVE JULY 1, 2016**

**TABLE OF CONTENTS**

<b><u>PART I - General Provisions</u></b>	<b>PAGE</b>
Title	3
Application	3
Definitions	3
Titles of Positions	4
Background Investigation Policy	4
CORI Policy	6
Non-Discriminatory and Anti-Harassment Policy	9
Equal Employment Opportunity Policy	13
Whistleblower Policy	15
Domestic Violence Leave Act Policy	16
Personnel Board	17
Duties of the Personnel Board	18
Duties of the Town Manager	18
Effective Date	18
Hiring of New Employees	18
Special Hiring	19
Leaves of Absence	19
Family and Medical Leave Act	20
Paternal Leave Policy	24
Small Necessities Act	24
Bereavement	26
Jury Duty	27
Personal Days	27
Termination	27
Grievance Procedure	28
Compensation Grade Appeal	29
Temporary Transfer to Management Schedule	29
Tuition Assistance Policy	29
Compensatory Time	30
General	30
 <b><u>PART II - Management Provisions</u></b>	
Classifications	31
Performance Salary Review	31
Performance Appraisal	32
Holidays	32
Vacation	32
Family Sick Time	33
Disability Leave	33
Service Pay on Retirement	33
Compensation Schedule	39
 <b><u>PART III - Non Management Provisions</u></b>	
Rate Ranges	33
Performance Appraisal	33
Promotions and Transfers	34
Special Pay	34
Holidays	35
Vacation	35
Paid Leave Due to Injury or Illness	37
 <b><u>PART IV – Compensation Schedule</u></b>	 39-42

**BY-LAW GOVERNING THE DUXBURY PERSONNEL PLAN  
EFFECTIVE JULY 1, 2016**

**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 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 are those who are new to employment with the Town of Duxbury. A probationary period applies to the first 90 workdays. (There is no specific probationary period for promoted or transferred Personnel Plan employees.) This probationary period shall be extended by the numbers of days absent from work, for any reason during this period. If it becomes apparent at any time during this period that performance is not satisfactory, termination of employment may take place immediately.

However, in order to determine fitness for service Call Firefighters must serve a minimum of one year probation and that period may be extended if the training requirements are not met in the first year.

Further, Permanent Intermittent Police Officers, as Civil Service positions, are required to serve a probationary period of eighteen (18) months.

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

Regular Full-time Employees are persons who regularly work at least 35 hours per week, or more than 1,040 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 regularly 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. However, regular part time employees working fewer than 20 hours per week as of June 30, 2010 are

eligible for paid vacation, personal and sick time on a pro-rata basis consistent with their regular work schedules. Employees hired after July 1, 2010 are ineligible for this paid time off.

Permanent Intermittent Police Officers are persons considered either regular full-time or part-time employees, subject to their scheduling and usage by the Police Department. 'Intermittent' is a Commonwealth of Massachusetts Department of Human Resources title that should not be confused with the Town's definition for 'regular intermittent employees'. Permanent Intermittent Police Officers who regularly work more than 20 hours per week are eligible for the Town's insurance benefits. Permanent Intermittent Police Officers hired before July 1, 2010 are also eligible to earn pro-rated paid time off benefits.

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. However this half hour is added onto the required work hours for the 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. POLICIES** (All policies are subject to annual review and revision of the applicable statute.)

**a. Background Investigation Policy:** The purpose of this policy is to describe the terms and conditions under which background checks are conducted; background checks serve as an important part of the selection process.

The Town of Duxbury conducts background checks on all candidates post-offer (contingency offer). The Town may also use a third party administrator to conduct background checks. The type of information collected by this agency includes, but is not limited to, a criminal background check, education, driving record, employment history, credit, professional and personal references. This process is conducted to verify the accuracy of the information provided by the candidate and determine his/her suitability for employment.

The Town will ensure that all background checks are held in compliance with applicable federal and state statutes, such as the Fair Credit Reporting Act.

All criminal background screens are conducted post-offer (contingency offer). However, as part of Title VII of the Civil Rights Act, this information cannot be used as a basis for denying employment, unless it is determined to be job-related.

The Town reserves the right to make the sole determination concerning information or any employment decision arising out of the background check, and to require that all contractors who routinely perform work for the Town to comply with this policy.

**Offer of Employment Process:** Once a candidate has been identified for hire, the hiring manager makes a verbal conditional offer of employment informing the candidate that it is contingent upon the successful results of the background check. The Human Resources Director then conducts any and all applicable background checks on the final candidate, using the Authorization and General Release Form and Town Employment Application from the hiring manager. Once a satisfactory background result is received, the hiring manager will be notified to extend a final offer of employment to the successful candidate.

#### **General Guidelines:**

- **NEW HIRES:** Background checks are required for all new hires. This includes all full-time, part-time, seasonal, temporary, and part-time employees. The background check must be completed and results verified before any employee begins work. At no time should an employee begin work until Human Resources has verified results of the background check.
- **REHIRES:** A background check is required for all rehires.
- **EMPLOYMENT CONTINGENCY:** Background checks are to be processed after a contingent offer of employment has been extended to the applicant. Note: The offer of employment is contingent upon the successful results of the background check.
- **AUTHORIZATION BY APPLICANT:** The candidate must authorize the background check. This is done by having the applicant complete the Authorization/General Release Form. This form can be sent via e-mail to the candidate. To expedite the process, the candidate may fax the completed and signed form to the Human Resources Director.

**STATEMENT ON SOCIAL JUSTICE:** Background investigations may produce reports of felony and misdemeanor convictions incurred by applicants or employees. Some of those convictions may be those that the Town considers social justice issues. Other convictions may be for situations that are not relevant because they occurred a long time ago, pose little or no threat to our employees, youth or vulnerable adults. The Town supports employees engaged in social justice issues and will give careful consideration to both the type and relevance of the actions that led to any arrests or convictions.

The Town acknowledges that racism, discrimination, and homophobia exist, and those issues shall be examined in reviewing individual reports. When the Town receives information about an employee or candidate that raises concerns, experts may be called in when necessary—including the Town's employment attorney and/or social justice advocates with special knowledge, sensitivity, and experience with similar issues.

The Town also acknowledges that, while the background investigations may reduce the liability to our general resident population, especially the children, youth, and vulnerable adults of our town and our employees but we are not necessarily safer because of the background investigations. Technology and state-to-state tracking of convictions are not totally reliable.

**Note:** All applicants must complete an Employment Application and an Authorization and General Release Form as those are required by the third party administrator conducting the background check.

#### Verification of Background Checks

1. The results of the background check will be sent directly to the Human Resources Director or the Human Resources Assistant.
2. The Human Resources Director or the Human Resources Assistant will review the report, any discrepancies, or criminal history noted. The Human Resources Department reserves the right to consult with the hiring department, Town Manager, or any other pertinent office before a final determination is made.
3. If the background check is favorable, the Human Resources Department will notify the hiring manager that the candidate is approved to begin employment.

#### Adverse Action Notifications

1. If a background check is returned with unfavorable results, the Human Resources Department will notify the hiring manager.
2. The Human Resources Department will contact the candidate to inform him/her that the Town of Duxbury is rescinding its contingent offer of employment and that he/she will receive written notification from our third party administrator including a summary of the candidate's rights under the Fair Credit Reporting Act. The third party administrator will give the candidate the opportunity to review a copy of the report, which informs him/her of his/her rights to dispute inaccurate information.

### **b. Criminal Offender Record Information (CORI) Policy**

All Personnel Plan employees are required to be CORIed every two years. In addition, employees must immediately report to their supervisor any and all criminal proceedings or court appearances.

This policy is applicable to the criminal history screening of prospective and current employees, subcontractors, volunteers and interns of the Town of Duxbury. Please note that the Town of Duxbury Police Department maintains its own CORI Policy governing police and dispatch operations requiring CORIs annually per the Massachusetts Department of Criminal Justice Information Services ("DCJIS").

Where Criminal Offender Record Information ("CORI") and other criminal history checks may be part of a general background check for employment, volunteer work, licensing purposes, the Town will follow the practices and procedures described in this Policy.

## **I. CONDUCTING CORI SCREENING**

CORI checks will only be conducted as authorized by the Massachusetts Department of Criminal Justice Information Services MGL c. 6, § 172, the Personnel Plan and any applicable Collective Bargaining Agreements, and only after a CORI Acknowledgement Form has been completed.

If a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject shall be given seventy two (72) hours notice that a new CORI check will be conducted.

A new CORI Acknowledgement Form shall be completed for each and every subsequent CORI check.

## **II. ACCESS TO CORI**

All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a “need to know”. This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. The Town of Duxbury must maintain and keep a current list of each individual authorized to have access to, or view, CORI, depending on the circumstances. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

## **III. CORI TRAINING**

An informed review of a criminal record requires training. Accordingly, all personnel authorized to conduct criminal history background checks or to review or access CORI for the Town of Duxbury will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS. The Town will provide this information to such personnel.

## **IV. USE OF CRIMINAL HISTORY IN BACKGROUND SCREENING**

CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied.

Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.

## **V. VERIFYING A SUBJECT’S IDENTITY**

If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant.

If the information in the CORI record provided does not exactly match the identify information provided by the applicant, a determination as to whether the CORI references the applicant is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

## **VI. INQUIRING ABOUT CRIMINAL HISTORY**

In connection with any decision regarding employment, or volunteer opportunities, the subject shall be provided with a copy of the criminal history record, whether obtained from the DCJIS or from any other source, prior to questioning the subject about his or her criminal history. The source(s) of the criminal history record is also to be disclosed to the subject. The applicant shall be given an opportunity and reasonable amount of time to correct or provide information on the information contained in the CORI or criminal history record.

If an authorized official is inclined to make an adverse decision based solely on the results of a criminal history background check, the applicant will be notified immediately. The applicant will then be provided with an opportunity to dispute the accuracy of the CORI record. The Town will also provide the applicant with a copy of DCJIS' *Information Concerning the Process for Correcting a Criminal Record*.

## **VII. DETERMINING SUITABILITY**

If a determination is made, based on the information as provided in section V of this policy, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the Town may use the information to assist in making a determination of suitability for the position, or license. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following:

- (a) Relevance of the record to the position sought;
- (b) The nature of the work to be performed;
- (c) Time since the conviction;
- (d) Age of the candidate at the time of the offense;
- (e) Seriousness and specific circumstances of the offense;
- (f) The number of offenses;
- (g) Whether the applicant has pending charges;
- (h) Any relevant evidence of rehabilitation or lack thereof; and
- (i) Any other relevant information, including information submitted by the candidate or requested by the organization.

The Town shall notify the applicant of its decision and the basis for it in a timely manner.

## **VIII. ADVERSE DECISIONS BASED ON CORI**

If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be notified immediately. The subject shall be provided with a copy of the organization's CORI policy and a copy of the criminal history. The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided a copy of DCJIS' *Information Concerning the Process for Correcting a Criminal Record*.

## **IX. SECONDARY DISSEMINATION LOGS**

All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record *any* dissemination of CORI outside this organization, including dissemination at the request of the subject.



## **X. TOWN DEPARTMENTS, EMPLOYEES, LICENSEES AND APPLICANTS SUBJECT TO CORI CHECKS.**

Town employees (including volunteers) of the following departments may be subject to this CORI check requirement. **Please note, this list is *not* exhaustive and other employees may be subject to CORI after due notice.**

- Assessing department ( level 1)
- Animal Control department (level 1)
- Board of Selectmen and Town Manager department (level 1)
- Municipal Services department (level 1, level 2 for inspectors)
- Council On Aging department (level 2)
- Conservation department (level 1)
- DPW department (level 1)
- Facilities department (level 1)
- Finance department (level 1)
- Firefighters/EMTs/Paramedics (level 2)
- Harbormaster department (level 2)
- Health Agent (level 1)
- Human Resources department (level 1)
- Information Technology department (level 1)
- Library department (level 2)
- Payroll/Accounting department (level 1)
- Planning department (level 1)
- Police Officers (level 2)
- Public Safety Dispatchers (level 2)
- Recreation department (level 2)
- Town Clerk department (level 1)
- Treasurer/Collector department (level 1)
- Veteran's department (level 1)

**c. Non Discrimination and Anti-Harassment Policy** It is the goal of our Town to promote a workplace that is free of discriminatory harassment (“harassment”) of any type, including sexual harassment. Discriminatory harassment consists of unwelcome conduct, whether verbal or physical, that is based on a characteristic protected by law, such as gender, gender identity, race, color, national origin, ancestry, religion, age, disability, genetics, military status, sexual orientation, or participation in discrimination complaint-related activities (retaliation). Our Town will not tolerate harassing conduct that affects employment conditions, that interferes unreasonably with an individual’s performance, or that creates an intimidating, hostile, or offensive work environment.

Because the Town takes allegations of harassment seriously, we will respond promptly to complaints of harassment. Where it is determined that 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 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 harassment.

## ***I. Definitions***

“Harassment” means unwelcome conduct, whether verbal or physical, that is based on a characteristic protected by law. Harassment includes, but is not limited to:

1. Display or circulation of written materials or pictures that are degrading to a person or group as previously described.
2. Verbal abuse, slurs, derogatory comments, or insults about, directed at, or made in the presence of an individual or group as previously described.

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

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working 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 definition of sexual harassment is broad. In addition to the above examples, other unwelcome sexually oriented conduct, whether intended or not, that has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to either 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, if 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; comment on an individual’s body, comment about 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.

## ***II. Complaint Procedures***

All employees, managers, and supervisors of the town share responsibility for avoiding, discouraging, and reporting any form of discriminatory harassment. The primary responsibility for ensuring proper investigation and resolution of harassment complaints rests with the Human Resources Director or his/her designee, who will administer the policy and procedures described herein.

If any of our employees believe that he or she has been subjected to discriminatory harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally. In addition, residents, visitors, applicants, vendors, contractors, their agents and employees, or other third parties who believe they have been subjected to discriminatory harassment may also file a complaint with our organization using the procedures described herein. Furthermore, employees may also file a complaint, if they have been subjected to harassment from residents, visitors, applicants, vendors, contractors, their agents and employees, or any other third parties in the workplace, while performing work-related duties, or during other work-related activities.

Prompt reporting of harassment is in the best interest of our organization and is essential to a fair, timely, and thorough investigation. Accordingly, complaints should be filed as soon as possible following the incident(s) at issue. If you would like to file a complaint, you may do so by contacting the Human Resources Director, or the Town Manager. These individuals are also available to discuss any concerns you may have and to provide information to you about our policy on harassment and our complaint process.

## ***III. Complaint Investigation***

When we receive the complaint, we will promptly investigate the allegation in a fair and expeditious manner to determine whether there has been a violation of our policy. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include private interviews with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed harassment. The complainant, the person alleged to have committed harassment, and all witnesses are required to fully cooperate with all aspects of an investigation. Attorneys are not permitted to be present or participate in the complaint investigation. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

Notwithstanding any provision of this policy, we reserve the right to investigate and take action on our own initiative in response to behavior and conduct, which may constitute harassment or otherwise be inappropriate, regardless of whether an actual complaint has been filed.

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

#### ***IV. Protection Against Retaliation***

Harassment of employees occurring in the workplace, in connection with work-related travel, and/or work-sponsored events will not be tolerated. Further, any retaliation against an individual who has complained about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated.

#### ***V. Disciplinary Action***

If the Town determines that harassment occurred, it will take action to end the harassment. Steps and other recommendations may include, but are not limited to, assessments, counseling, or treatment as a condition of employment; other steps may also include, and again are not limited to, warnings, probation, transfers, suspension, and/or termination of employment. The Town will also offer to the victim of harassment—upon request—counseling.

#### ***VI. Frivolous Claims***

If an employee brings a claim that is known to be untrue, the employee may be subject to disciplinary action.

#### ***VII. State and Federal Remedies***

In addition to the above, if you believe you have been subjected to discriminatory harassment of any type, including sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies requires that claims be filed within 300 days from the alleged incident of when the complainant became aware of the incident.

##### **The United States Equal Employment Opportunity Commission (“EEOC”)**

One Congress Street, 10<sup>th</sup> Floor  
Boston, MA 02114,  
(617) 565-3200

##### **The Massachusetts Commission Against Discrimination (“MCAD”)**

Boston Office:  
One Ashburton Place, Room 601, Boston, MA 02108  
(617) 727-3990

Springfield Office:  
424 Dwight Street, Room 220, Springfield, MA 01103  
(413) 739-2145

Worcester Office:  
22 Front Street, 5<sup>th</sup> Floor, P.O. Box 8038, Worcester, MA 01641  
(508) 799-6379

**d. EQUAL EMPLOYMENT OPPORTUNITY POLICY (As outlined by Title VII of the Civil Rights Act of 1964)**

**I. Non-Discrimination in Employment**

The Town of Duxbury prohibits employment discrimination on the basis of:

- Age (40 and above),
- Physical, mental, or psychiatric disability,
- Genetics (results of genetic testing),
- Maternity leave,
- National origin or ancestry,
- Race or color,
- Religion,
- Sex,
- Gender identity,
- Gender expression,
- Sexual orientation,
- Active military status,
- Prior military status,
- Any other group deemed protected by a government agency

Unlawful discrimination of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment will not be tolerated by the Town. Further, any retaliation against an individual who has formally or informally complained about discrimination or has cooperated with an investigation of a discrimination complaint is prohibited. To achieve our goal of providing a workplace free from discrimination, the conduct that is described in this policy will not be tolerated, and we will implement the procedure described below to address any potential inappropriate conduct.

The Town commits itself and its employees, within the context of state and federal civil rights laws, to ensure equitable participation of employees of all backgrounds in all of its daily operations.

This policy applies to all employment practices and employment programs sponsored by the town. This policy shall apply, but not be limited to, the areas of:

- Recruitment,
- Selection,
- Compensation and benefits,
- Professional development and training,
- Reasonable accommodation for disabilities or religious practices,
- Promotion,
- Transfer,
- Termination,
- Layoff, and
- Other terms and conditions of employment.

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

## **II. Discriminatory Harassment**

The Town's separate Harassment Policy details our commitment to a workplace free to any verbal or physical conduct, which is unwelcome, severe or pervasive, and related to membership or perceived membership in a protected class.

## **III. Reasonable Accommodation**

Employees seeking reasonable accommodations may submit their request in writing to the Town of Duxbury's Human Resources Director.

## **IV. Discrimination Complaints**

If any of our employees believes that he or she has been subjected to unlawful discrimination, the employee has the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint, you may do so by contacting the Human Resources Director, who is also available to discuss any concerns you may have, and to provide information to you about our Equal Employment Opportunity policy and our complaint process.

Alternatively, employees may contact any of the Town's supervisors.

## **V. Discrimination Investigation**

The town will promptly investigate the allegation in a fair and thorough manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The investigation will include private interviews with the person filing the complaint, the person alleged to have committed the discrimination, and relevant witnesses. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation. If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

## **VI. Disciplinary Action**

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may include counseling, verbal, or written warning, suspension, or termination.

## **VII. State and Federal Remedies**

In addition to the above, if you believe you have been subjected to unlawful discrimination, you may file a formal complaint with either or both of the government agencies set forth below.

Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a time period of 300 days for filing a claim.

1. The United States Equal Employment Opportunity Commission (EEOC): One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.
2. The Massachusetts Commission Against Discrimination (MCAD):

Boston Office: One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000  
Springfield Office: 424 Dwight Street, Rm. 220, Springfield, MA 01103, (413) 739-2145  
Worcester Office: Worcester City Hall, 455 Main Street, Room 100, Worcester, MA 01608, (508) 799-8010

**d. Town of Duxbury Whistleblower Policy** (Reporting Suspected Violations of Law and Policy as outlined in MGL Ch. 149, Section 185)

The Whistleblower Policy of the Town of Duxbury: (1) encourages persons in appointed, elected and volunteer positions to come forward with credible information on illegal practices or serious violations of adopted policies of the Town of Duxbury; (2) specifies that Town of Duxbury will protect the person from retaliation; and (3) identifies where such information can be reported.

1. Encouragement of reporting. The Town of Duxbury encourages complaints, reports, or inquiries about illegal practices or serious violations of the Town's policies, including illegal or improper conduct by the Town itself, by its leadership, or by others on its behalf. Appropriate subjects to raise under this policy would include financial improprieties, accounting or audit matters, ethical violations, or other similar illegal or improper practices or policies. Other subjects, on which the Town has existing complaint mechanisms, should be addressed under those mechanisms, such as matters of alleged discrimination or harassment, which are handled via the Town's Human Resources channels, unless those channels are themselves implicated in wrongdoing. This policy is not intended to provide a means of appeal from outcomes in those other mechanisms.
2. Protection from retaliation. The Town of Duxbury prohibits retaliation by or on behalf of the Town against staff or volunteers for making good faith complaints, reports, or inquiries under this policy or for participating in a review or investigation under this policy. This protection extends to those whose allegations are made in good faith but prove to be mistaken. The Town reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports or inquiries or who otherwise abuse this policy.
3. Where to report. Complaints, reports, or inquiries may be made under this policy on a confidential basis. The reporting party should describe in detail the specific facts demonstrating the basis for the complaints, reports, or inquiries. They should be directed to the Human Resources Director, if this person is implicated in the complaint, report, or inquiry, the complaint should be directed to the Town Manager. If both of those persons are implicated in the complaint report or inquiry, the complaint should be directed to the Chairperson of the Select Board. The Town of Duxbury will conduct a prompt, discreet, and objective review or investigation; no party to the investigation, or the employee of the Town, shall disclose information about the review or investigation to anyone not involved in the investigation. Appointed, elected, and volunteer positions must recognize that the Town may be unable to fully evaluate a vague or general complaint, report, or inquiry.

All policies are subject to annual review and revision of the applicable statute.

## **e. Domestic Violence Leave Act Policy**

### **I. Administrative Policy**

It is the Administrative Policy of the Town of Duxbury to implement and administer the provisions of An Act Relative to Domestic Violence. This law is intended to reduce domestic violence, and to provide victims and family members of victims of domestic violence protected work leave for qualifying reasons associated with domestic violence.

### **II. Definitions**

Eligible Employees: All employees who are employed by an Employer of fifty (50) or more employees and have exhausted all vacation, personal, or sick leave.

Qualifying events: “Domestic Violence” against an Eligible Employee or “Family Member” (unless the employee is the perpetrator of violence against the family member) for qualifying reasons.

Domestic violence: Abuse against an employee or the employee’s family member by a current or former spouse of the employee or the employee’s family member, a person with whom the employee or the employee’s family member shares a child in common, a person who is cohabitating with or has cohabitated with the employee or the employee’s family member, a person who is related by blood or marriage to the employee, or a person with whom the employee or employee’s family member has or had a dating or engagement relationship.

Family Member: Persons who are married to one another, persons in a substantive dating or engagement relationship and who reside together, persons having a child in common regardless of whether they have ever married or resided together, a parent, step-parent, child, step-child, sibling, grandparent or grandchild, or persons in a guardianship relationship.

Length of Leave: The leave entitlement under An Act Relative to Domestic Leave is up to fifteen (15) unpaid days of Domestic Violence Leave in a twelve (12) month period to employees who qualify to seek or obtain medical attention, counseling, victim services or legal assistance, secure housing, obtain a protective order from a court, appear in court or before a grand jury, meet with a district attorney or other law enforcement official, attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee.

### **III. Procedure**

Notice Requirement: An employee submitting for Domestic Violence Leave is required to inform the employer prior to taking such leave, unless there is an imminent danger to the health or safety of an employee or the employee’s family member. However, in the case of imminent danger, the employee shall notify the employer within three (3) workdays that the leave was taken.

### **IV. Effect of Benefits**

- A. An employee granted a leave under this policy will continue to be covered under the employer’s group health insurance plans and life insurance plans under the same conditions as coverage would have been provided if he/she had been continuously



employed during the leave period.

- B. If the employee fails to return from domestic violence leave, the employer may seek reimbursement from the employee for the portion of the premiums it paid on behalf of that employee (also known as the employer contribution) during the employee's leave.
- C. An employee shall be in an unpaid leave status for the duration of the leave.

#### **V. Job Protection**

- A. If the employee returns to work within the time permitted, a maximum of fifteen (15) days in a twelve (12) month period, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.
- B. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, the employee will be subject to any pay or benefit reductions or other adverse actions, including layoff, which he/she would have experienced if he or she had not taken leave under this policy.
- C. If the employee fails to return after qualifying leave under this section, the employee may be terminated, unless reinstated to his/her same or similar position, in accordance with applicable laws, other leave-related policies, and/or appropriate bargaining unit contract language.

#### **6. 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.

#### **7. DUTIES OF THE PERSONNEL BOARD**

- a. The Board shall advise on and review the administration of the Plan.
- b. Propose 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, 2016.

## **10. HIRING OF NEW EMPLOYEES**

All new employees (not existing employees transferring into new positions), 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 Health 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.

All applicants may be required to pass a pre-employment physical examination and a drug test 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).

b. **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.

c. **Notification**

The department head shall certify to the Town Manager and Human Resources Director 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 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. Employees who leave employment and are subsequently rehired lose any grandfathering status previously offered.

e. **Transfer and Promotion**

Employees will not lose accrued paid time off (vacation, sick and compensatory time) acquired in another Duxbury municipal department when transferring to or from the Personnel Plan or a collective bargaining unit.

## **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, parental, 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. Accrual of service time will continue for the duration of a leave in accordance with the specific type of leave granted.

Any review or related merit award period occurring during an employee's leave will be delivered upon their return from 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 AND 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) workweeks 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; foster child, a stepchild, a legal ward, or a child or a person standing in *loco parentis*.

**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, legal guardian 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, 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 Human Resources Director, 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 Human Resources department. 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, personal and compensatory time must be used during 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, and if the leave becomes unpaid, the employee must make arrangements to pay 102% of their health insurance premiums, unless the leave continues because of their own illness. 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 workweeks 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.

**Parental Leave Policy** (As outlined by the Massachusetts Parental Leave Act (PLA), MGL Ch. 149, Section 105D)

An employee who has completed the initial probationary period set by the terms of their employment or, if there is no such probationary period, has been employed by the same employer for at least three consecutive months as a full-time employee, is absent from such employment for a period not exceeding eight weeks for the purpose of giving birth or for adopting a child under the age of eighteen or for adopting a child under the age of twenty-three, if the child is mentally or physically disabled, said period to be hereinafter called parental leave, and who shall give at least two weeks' notice to their employer of the anticipated date of departure and intention to return, shall be restored to their previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave. Said maternity leave may be with or without pay at the discretion of the employer.

Such employer shall not be required to restore an employee on parental leave to their previous or a similar position, if other employees of equal length of service credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions which have affected the employment of others during the period of such leave; provided, however, that such employee parental leave shall retain any preferential consideration for another position to which they may be entitled as of the date of their leave.

Such leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which said employee was eligible at the date of such leave, and any other advantages or rights of employment incident to their employment position; provided, however, that such parental leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of parental leave unless such employer so provides for all employees on leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or company policy, which provides for greater or additional benefits than those required under this section.

A notice of this provision shall be posted in every establishment.

For the purposes of this section, an "employer" shall be defined as in subsection 5 of Section One of M.G.L. Chapter One hundred and fifty-one B [MGL c.151B, §1 (5)].

An employee seeking leave must give two weeks' notice of the anticipated date of departure and intent to return. "Anticipated" date of departure does not mean "exact" date. Thus, for example, an employee who gives birth prior to the anticipated departure date is entitled to start the parental leave earlier. Likewise, an employee may desire to start the leave later or return from leave earlier than anticipated. It is expected that employers and employees will communicate in good faith with regard to making arrangements for such leave, taking into account the uncertainty inherent in delivery and adoption dates and the needs of the employer to plan in advance for an employee's absence. The MCAD enforces the PLA. An employee, to initiate a formal action, must file a complaint with the MCAD. The complaint must be filed within 300 days of the alleged violation of the MMLA, subject only to very limited exceptions. A violation of the



MMLA constitutes a violation of M.G.L. c. 151B, §4(11A). An aggrieved employee is therefore entitled to the same remedies under the PLA as are available pursuant to M.G.L. c. 151B.

**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.

- A. 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.
- B. Parental Leave: Leave of up to eight weeks will be granted for the purpose of childbirth, or for a male or female employee 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.
- C. 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.

- D. 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. Employees who leave their job to perform military service, have the right to elect to continue their existing employer-based health plan coverage for themselves and their dependents for up to 24 months while in the military.

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

1. Bereavement Employees must notify their department head of any and all bereavement leave. They shall have up to five (5) consecutive work days off for time necessarily lost, without loss of pay, in the event of a death in the employee's immediate family, namely, spouse, child, stepchild, parent, step parent, or sibling, or step sibling to be used at the option of the employee within (30) calendar days of the loss.

Employees shall have up to four (4) consecutive work days off for time necessarily lost, without loss of pay, in the event of the death in the employee's grandparent, grandchild mother in-law, father in law, sister in law, or brother in law to be used at the option of the employee within (30) calendar days from the date of loss. Employees shall have one (1) work day off for time necessarily lost, without loss of pay, in the event of the death of the employee's aunt, uncle, niece or nephew to attend services. The days of this bereavement leave shall be reduced, or not allowed, if the period of funeral leave occurs while the employee is on sick leave or other leave of absence.

In the event that the internment or memorial service for any of the above named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer some, or all of the days to the later date.

These leaves may be extended without pay at the discretion of the department head with the concurrence of the Town Manager for justifiable reasons.

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, the moneys to be paid the employees to compensate them for the earnings lost while on jury duty. The 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 to the procedures specified under the One Trial Jury System mandated by General Laws Chapter 234A.

3. Court Appearances Employees who are required to appear in court for personal reasons not related to work, such as but not limited to, serving as a witness, must use available personal or vacation time to provide pay in situations where they will be out of work.
4. Personal Days After the ninety (90) working days probationary period, up to three (3) days leave with pay may be granted by the employee's department head or the Town Manager if the employee is a 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>
<i>Discharge</i>	None
<i>Release or Lay-Off:</i>	
Under 13 week's service	None
13 weeks to one year of service	1 week
1 years 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.

(5) 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: An employee who alleges 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 the employee disagrees 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, in writing, 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, binding, and immediate, unless it involves the expenditure of monies in excess of, or contrary to, the purposes for which monies 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 REIMBURSEMENT POLICY**

The Town of Duxbury will provide tuition reimbursement 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.

#### *Tuition Reimbursement Procedure*

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. COMPENSATORY TIME**

FLSA exempt employees - Compensatory time is not available to FLSA exempt employees. Therefore, compensatory time cannot be earned, taken or submitted to the Town by FLSA exempt employees. This does not prevent recognition of extraordinary work hours substantially in excess of an exempt employee's regular work commitment. In such circumstances, only the Town Manager may grant time off with pay. This will require the department head to submit the requested time in writing to the Town Manager and the Human Resources Director for review. This request must detail when and why the extraordinary work hours were required, how much time is being requested and when it will be used. If as a result, this time is granted it must be taken by the employee within 30 calendar days. In the event that the employee leaves the Town's employ before that time period, there will be no payout of this time to the employee.

FLSA non-exempt employees - Compensatory time is available to FLSA non-exempt employees. It is earned as straight time for hours worked beyond 37.5 and up to 40 hours per week. After 40 hours compensatory time is earned at time and one half. All compensatory time earned must be taken within 30 calendar days of it being earned.

### **19. 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 required 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.
- g. Dating between supervisors and subordinate employees is expressly prohibited because supervisory employees are responsible for the supervision, evaluation, discipline, and assignment of work duties and responsibilities relative to their subordinates.
- h. While on Worker's Compensation, employees will receive their average workweek pay through the combining of Worker's Compensation benefits and their accumulated and unused sick, vacation, compensatory and personal time off. Any paid leave usage under this provision will be deducted from the employee's accrued time. If the employee exhausts paid leave while on Worker's Compensation, the only payment will be Worker's Compensation. Accrual of sick, vacation and personal time will occur only during the first 90 days while on worker's compensation.

## **PART II**

### **MANAGEMENT PROVISIONS GRADE 5 AND ABOVE**

- 1. The exempt management classifications listed in the Compensation Schedule are positions, are on a fixed compensation for service, and receive no overtime premium. Both exempt and non-exempt salary adjustments are subject to merit review based on recommendations of the employee's supervisor, department head, appointing officer or authority and the approval of the Town Manager. There are no automatic increases or cost of living adjustments. All regular Personnel Plan employees Grades 5 and above shall move through the ranges in accordance with the Salary Administration Guidelines to be determined.
- 2. Prior to appointment, no final job offer shall be made by the appointing authority until verification of prior employment has been established and the Select Board has been advised of the pending action.
- 3. Performance Salary Review - Eligible employees shall be reviewed by the appointing officer or designated authority for action annually and be awarded any merit increase effective July 1. Employees who are newly employed by the Town of Duxbury or transfer into a Personnel

Plan position will be included in the performance evaluation process. However, any merit-based increase awarded will be prorated according to the number of months served in the position during the review period. For example, if an employee has been in a Personnel Plan position for 4 months of a 12-month performance period, they will receive 4/12 of the total merit increase.

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

4. Performance Appraisal for New Hires: New employees may be reviewed upon completion of three months service. Such appraisal shall, at the minimum, indicate how the employee has met their performance expectations during the just completed period and will 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 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 20 days 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 employee's department head, or the appointing authority, with a copy to the employee's personnel file.



- d. All available vacation time must be scheduled and used each fiscal year. Unused time will be lost unless the appointing authority has provided prior written approval for carryover of up to 5 days. Such approval must be noted in the employee's personnel file.
  - e. 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. Family Sick Time: All eligible *Regular Full-Time employees* may use up to 40 hours of their available sick time, per fiscal year, to care for an ill member of their immediate family; child, stepchild, parent, spouse, foster child or ward who lives with the employee. Other situations will be reviewed on a case by case basis. *Regular Part-Time* employees may use a pro-rata amount of their available sick time consistent with their work schedules.
9. 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 and Medical Leave, provided the employee meets the eligibility requirement.
10. Service Pay on Retirement When employees retire from a management 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**

#### **NON-MANAGEMENT PROVISIONS**

##### **GRADE 1, 2, 3, and 4**

##### **1. RATE RANGES**

- a. All employees in Grades 1, 2, 3 and 4 shall move through the ranges in accordance with the 'Salary Administration Guidelines' to be determined.

Employees denied a merit 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.

##### **2. PERFORMANCE APPRAISAL**

New Regular Full and Part Time employees having performed 6 months of service are eligible for performance review. Thereafter all Regular Full and Part-Time employees shall be eligible for a performance evaluation and relational merit review annually.

Intermittent, Seasonal and Schedule R employees shall receive a performance evaluation, and are eligible for a merit based increase after one year of service, and every year thereafter following each season or year, whichever is sooner.

Emergency, Temporary, Schedule A and B employees receive a performance evaluation annually, but no increase other than changes to the compensation schedule approved by Town Meeting.

Progression to the Maximum: Progression through the range is not automatic but based on performance and merit increases as recommended by the appropriate supervisor and department head, with the approval of the Town Manager.

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.

## **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 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 and Human Resources Director its plans for the position. The plans will be reviewed to determine appropriate action. Temporary transfers may not exceed six months without the specific approval of the Town Manager.

## **3. SPECIAL PAY**

- a. Call-Back: Non-exempt salaried personnel 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: Non-exempt employees 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 working at least 20 hours per week (or regular part time employees hired before June 30, 2010 working fewer than 20 hours per week) shall be granted the following eleven paid holidays each year:

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

Holidays falling on a day that a full time employee is not scheduled by their supervisor to work will provide the employee with another day off to be scheduled in advance for a mutually agreeable day. Additionally, if an employee is scheduled to work on a holiday they will be awarded another day off to be scheduled in advance for a mutually agreeable day.

The day after Thanksgiving will be considered a 'skeleton day' meaning employees who work that day may apply the hours worked to time off in equal value on another day that is mutually agreeable. Conversely, employees who request, and receive approval to take this day off will not have to use vacation time. This time off will be recorded on the payroll sheets as a 'skeleton day'. Further, employees who are not scheduled by their supervisor to work on this day will not be entitled to additional time off for use at another time.

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.

Permanent Intermittent Police Officers, Special Police Officers, and Reserve Public Safety Dispatchers will be compensated at double time for any shifts worked on Christmas, Thanksgiving, or the 4th of July, regardless of hours worked that pay period.

#### **5. VACATION**

Vacation pay will be based on the normal weekly hours of employment as defined by the Plan (exclusive of overtime) during thirty weeks preceding July 1st 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 one year 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 10 days shall be granted to any employee who as of July 1st has been employed by the Town for at least one year, but less than five years.
- c. Vacation leave of 15 days shall be granted to any employee who as of July 1st has been employed by the Town for five years but less than ten years.
- d. Vacation leave of 20 days shall be granted to any employee who as of July 1st has been employed by the Town for ten or more years but less than twenty-five years.
- e. Vacation leave of 25 days shall be granted to any employee who as of July 1st 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.
- i. 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.
- j. 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 (5<sup>th</sup>), tenth (10<sup>th</sup>) or twenty-fifth (25<sup>th</sup>) year employment anniversary date occurs.

<u>If anniversary date occurs during the month of:</u>	<u># of additional days earned</u>
July	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.

All available vacation time must be scheduled and used each fiscal year. Unused time will be lost unless the appointing authority has provided prior written approval for carryover of up to one week. 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 non-management *Regular Full-Time* employees are eligible to receive sick pay benefits, provided they have completed ninety days continuous service. *Regular Part-Time* employees working at least 20 hours per week, and *Regular Part-Time* employees working fewer than 20 hours per week but hired before July 1, 2010, 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. Family Sick Time - All eligible *Regular Full-Time employees* may use up to one work week of available sick time, per fiscal year, to care for an ill member of their immediate family; child, stepchild, parent, spouse, foster child or ward who lives with the employee. Other situations will be reviewed on a case-by-case basis. *Regular Part-Time* employees may use available sick time on a pro-rata amount consistent with their work schedules.
- c. A physician’s certificate of illness may be required by the department head from the employee when the earned sick time taken covers more than twenty-four (24) consecutively scheduled work hours. This certificate will be forwarded to the Human Resources Department 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 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.

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. 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.
- f. Upon retirement, an employee shall be granted 8 hours pay for each 24 hours of unused sick leave to a maximum of 400 hours.
- g. The department head, by law, is required to accurately record an employee's attendance, noting tardiness, vacation, holiday pay, overtime, callback 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.
- h. 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.
- i. No employee shall be gainfully employed by another employer, or engaged in activities that are inconsistent with the claim of disability or illness, while on Family Medical Leave, sick leave or worker's compensation, or any other paid or unpaid leave from the Town.

## **PART IV**

### **Compensation Schedule**

This amended plan shall be operative as of July 1, 2016

#### **COMPENSATION SCHEDULE**

Town Manager

Fire Chief

Police Chief

#### **PER EMPLOYEE CONTRACT**

Minimum	Maximum
\$90,000	\$140,000

#### **Grade 10 (FLSA exempt)**

Finance Director

Public Works Director

Deputy Fire Chief

Deputy Police Chief

#### **Grade 9 (FLSA exempt)**

\$70,000	\$95,000
----------	----------

Director of Municipal Services

Facilities Director

Harbormaster

Human Resources Director

Information Technology Director

Library Director

Water & Sewer Superintendent

#### **Grade 8 (FLSA exempt)**

\$60,000	\$85,000
----------	----------

Director of Assessing

Bldgs & Grounds Manager

Cemetery Superintendent

Conservation Agent

Council on Aging Director

Operations Manager

Planning Director

Recreation Director

Town Accountant

Treasurer/Tax Collector

#### **Grade 7 (FLSA exempt)**

\$50,000	\$75,000
----------	----------

Animal Control Officer

Assistant Recreation Director

Executive Assistant to Town Manager

Executive Officer/Assistant Harbormaster I

HVACR Technician

Information Technology Support Technician

Health Agent

Library Division Head-Children's Services

Library Division Head-Circulation Services

Library Division Head-Reference Services

Library Division Head-Technology Services

		Minimum \$43,500	Maximum \$63,500
<b><u>Grade 6 (FLSA exempt)</u></b>			
Aquatic Supervisor			
DPW Office Manager			
Human Resources Assistant			
Operations Officer/Assistant Harbormaster II			
Outreach Manager			
Property Lister/Appraiser			
Respite Program Manager			
Veteran's Service Officer			
	Hourly	\$17.79	\$28.85
	Annual	\$37,000	\$60,000
<b><u>Grade 5</u></b>			
Admin. Assistant to the Chief ( <u>FLSA non-exempt</u> )			
Deputy ESO/Assistant Harbormaster III ( <u>FLSA exempt</u> )			
Front Office Manager, COA ( <u>FLSA non-exempt</u> )			
Program Manager, COA ( <u>FLSA non-exempt</u> )			
Volunteer Manager, COA			
Food Service Manager, COA			
	Hourly	\$17.95	\$28.21
	Annual	\$35,000	\$55,000
<b><u>Grade 4 (FLSA non-exempt)</u></b>			
Admin. Assistant to the Town Manager/BOS			
Admin. Assistant to the Director			
Admin. Assistant to the Harbormaster			
Admin. Assistant to the Cemetery Super.			
Benefits Specialist			
Police Prosecution Assistant			
<u>Finance Supervisor, COA</u>			
	Hourly	\$15.38	\$25.64
	Annual	\$30,000	\$50,000
<b><u>Grade 3 (FLSA non-exempt)</u></b>			
Department Assistant			
Finance Assistant, COA			
Media/Communication Coordinator			
Outreach Coordinator, COA			
Program Coordinator- Activities, COA			
Program Coordinator- Media, COA			
	Hourly	\$14.10	\$23.08
	Annual	\$27,500	\$45,000
<b><u>Grade 2 (FLSA non-exempt)</u></b>			
Home Delivered Meals Organizer			
Program Assistant, Front Desk			
Program Assistant, Respite			
	Hourly	\$12.82	\$20.51
	Annual	\$25,000	\$40,000
<b><u>Grade 1 (FLSA non-exempt)</u></b>			
Food Service Associate			
Administrative Associate, COA			
<b><u>Schedule P.S. (FLSA non-exempt)</u></b>			
Building Inspector			
Plumbing Inspector			
Wiring Inspector			
	Hourly	\$22.00	\$30.76
<b><u>Police Officers (FLSA non-exempt)</u></b>			
Intermittent Police			
	Hourly	\$16.48	\$21.64

*All exempt compensation based on 40 hrs. per wk., non-exempt compensation based on 37.5 hrs. per wk.  
Except Aquatic Supervisors who work 40 hours per wk.*



Effective July 1, 2016

Compensation Schedule A

<b>Classification</b>	<b>Wage Rate</b>
Alternate Inspector of Buildings	\$22.00 per hour
Alternate Plumbing Inspector	\$22.00 per hour
Alternate Wiring Inspector	\$22.00 per hour
Special Detail	Appropriate detail rate

The classification listed in Schedule A are positions, which are fixed in their compensation, receive no vacation, holiday, sick, call back, or termination pay. Service credit for time spent in these positions may not be used under other sections of the Plan. All positions require the use of advertising to solicit new employees. All positions may require a physical examination, and may be reviewed for performance purposes by the employee's immediate supervisor.

Compensation Schedule B

<b>Classification</b>	<b>Wage Rate per hour</b>
Clerical Assistance	Appropriate rate as determined by Town Manager
(Town Committees and Boards, non- union positions only)	
Clerk, Registrar of voters	Based on MGL, Ch. 41, Section 19G
Election Warden	\$11.00 per hour
Election Worker	\$9.00 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	\$3,000.00 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, holiday, sick, call back, or termination pay. Service credit for time spent in these positions may not be used under other sections of the Plan. No advertising is necessary to fill these positions. No physicals are required, except those otherwise determined by the Town Manager. These positions may be reviewed, for performance purposes, by the employee's immediate supervisor.

Compensation Schedule R

<b>Classification</b>	<b>Minimum per hour</b>	<b>Maximum per hour</b>
Assistant Animal Control Officer	\$10.00 as of 1/1/16	\$11.00 as of 1/1/17 \$35.00
Call Firefighter (2 hour minimum per call)		
Endangered Species Monitor		
Harbormaster Assistant		
Instructor		
Librarian Intermittent		
Lifeguard		
Program Coordinator		
Recreation Specialist		
Recreation Supervisor		
Reserve Public Safety Dispatcher		
Seasonal (Laborer) Helper		
Seasonal Intern		
Senior Work Off		

Special Police Officer

Van Dispatcher

Van Driver

Water Safety Instructor

The classifications listed in Schedule R, are positions, which receive no vacation, holiday, sick, call back, or termination pay. Service credit for time spent in these positions may not be used under other sections of the Plan. Once a rate of pay has been established for an employee such rate may not change for a period of at least six months. After that time, as long as there is a reasonable basis determined by the department head, employees in these positions will be reviewed annually/seasonally for performance purposes and will be eligible for a performance based merit award from the employee's immediate supervisor, with the approval of the department head and Town Manager via Personal Action Request Form. Positions may require the use of advertising.