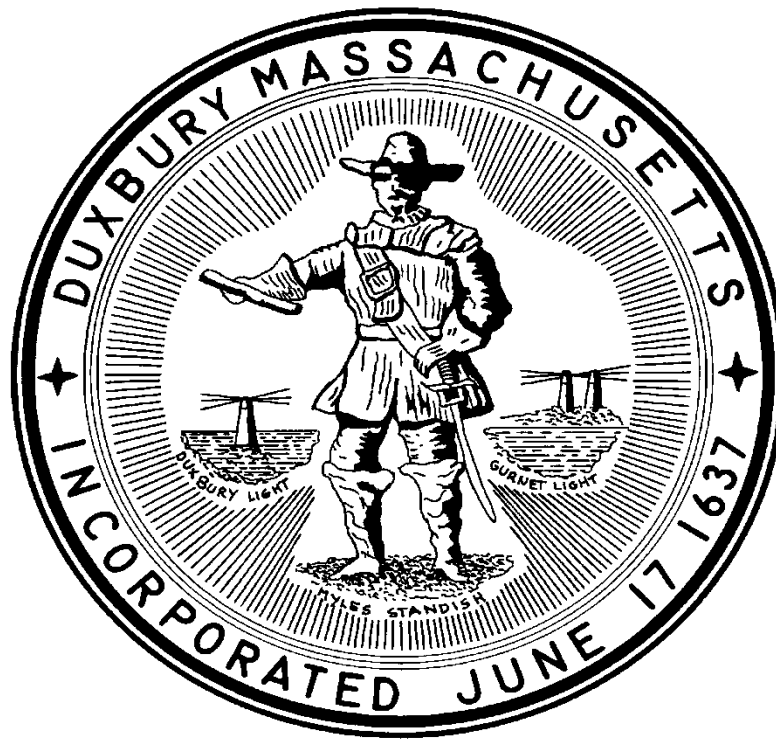


# TOWN OF DUXBURY

## PERSONNEL POLICIES



Effective July 29, 2019

**DUXBURY PERSONNEL POLICIES  
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# **BY-LAW GOVERNING THE DUXBURY PERSONNEL POLICIES**

## **PART I GENERAL PROVISIONS**

### **1. TITLE**

The provisions of the By-law, Job Classifications Pay Ranges, Schedules and Guidelines appended hereto shall be known as the Town of Duxbury Personnel Policies (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 will. The Plan is subject to unilateral changes as recommended by the Town Manager and approved by the Board of Selectmen. 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 six (6) months. (There is no specific probationary period for promoted or transferred Personnel employees.) This probationary period shall be extended by the numbers of days absent from work for any reason during this period, or if any training or other requirements are not met. 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 described in Part II, Management Provisions.

Non-Management Employees are those who are described in Part III, Non-Management Provisions.

Regular Full-time Employees are persons who regularly work at least 35 hours per week, or more than 1,040 hours per year, for a designated number of hours per week, for each week throughout the year, with overtime 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 1,040 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 working fewer than 20 hours per week are ineligible for vacation, personal and sick time.

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 thirty (30) calendar days without the prior approval of the Town Manager.

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.

Breaks: All employees will receive at least one-half hour *unpaid* meal 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. A part-time employee who works at least four (4) but less than six (6) hours shall be entitled to a fifteen (15) minute paid rest period.

#### **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 employee records. All employees except those exempt under Paragraph two (2) must be classified under the Plan and paid only on the basis of duties actually performed.

#### **5. 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.

## **6. 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 six (6) month probationary period which shall commence on the first day of work

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 in accordance with the Pay Guidelines, detailed in Appendix A.

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 volunteers, 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, drug test given by a physician at the Town's expense and CORI and background checks.

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

## **7. SPECIAL HIRING (subject to Pay Guidelines, Appendix A)**

### **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 outlined in PART IV, Pay Schedule.

### **b. Temporary Hiring**

Employees needed to meet conditions caused by seasonal workloads illness, or absence of regular employees may be hired. The Department Head may utilize the existing hiring process and notify the Town Manager, Finance Director and Human Resources Director of the need for such hiring, and the anticipated duration of employment. The temporary hiring shall utilize the appropriate pay grade, but not exceed the rate of pay of the incumbent. The temporary employee shall be released at the earliest possible time, but no later than the return of the regular employee.

### **c. Notification**

The Department Head shall notify the Town Manager, Human Resources Director and Finance Director about the need for and duration of either Emergency or Temporary hiring before any employment offer is 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, 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.

b. 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 Non-union Employee Plan or a collective bargaining unit.

## **8. 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 pro-rated 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 year of service or more	1 week for each year of completed service to a 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 employee 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 11 (1).
- a. 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.

## **9. 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 Board of Selectmen. 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.

## **10. 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 thirty (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 thirty-seven and one half (37.5) and up to forty (40) hours per week. After forty (40) hours compensatory time is earned at time and one half. All compensatory time earned must be taken within thirty (30) calendar days of it being earned.

## **11. FLEX TIME**

Flex time allows for the variance of arrival and departure times from the standard work hours, while still requiring a standard length work day. The Department Head will determine the 'core period' - hours in a workday when all Employees are needed, meetings are likely to be scheduled, customer contact is heaviest, etc. Flex time options include the proposal of; a consistent start and end time every day, a change of start and end time at some logical interval depending upon the operational needs of the Department or a variable start and end time as the job and Department operation allows. Flex time does not include compressed work weeks (four 10-hour days instead of five 8-hour days) or telecommuting (working from home or a location close to home).

Each Department Head must determine if the use of flex time will facilitate the internal and external customer expectations and operational needs of their Department. As such, any flex time arrangement must be mutually beneficial to the Department and employee and enhance the performance and quality standards of both. Flex time arrangements may vary according to the needs of the Department, job, or individual. Such arrangements must ensure adequate coverage for the Department during the established hours of operation, have a positive or neutral effect, and no negative effect on the operation of the Department. As such, flex time may be available to

active, regular, FLSA exempt or non-exempt Personnel employees who are in good standing, and meet or exceed the performance standards for their job.

Employees seeking to, initiate, modify or discontinue a flex time arrangement must do so by submitting a formal request in writing to his/her Supervisor, Department Head, Town Manager and Human Resources Director, outlining; the appropriateness of the request, demands of the work environment, job requirements and nature of the job, operational needs of the Department, supervisory requirement, coverage of the Department, a plan to maintain their work requirement at an acceptable level, expected impact on the needs of the Department (public/customer, co-workers, budget and supervisor), identification of any potential problems or obstacles and strategies for dealing with them, a plan for evaluating the arrangement, and the need to modify or discontinue as necessary. The reason for the request must not be the basis of the decision making process. Consequently, requests will be analyzed only on an operational, not on a personal basis. The Supervisor, Department Head, Town Manager and Human Resources Director will review each request and respond to the employee with one of the following determinations:

- a. approval of request, outlining the basis for the decision with a copy to the employee's file
- b. modification of request, outlining the basis for the decision, the changes necessary to approve the request with a copy to the employee's file
- c. denial of request, outlining the basis for the decision with a copy to the employee's file

The approval, or use of flex time, does not create an employment agreement, it is not an entitlement or an employee benefit. Flex time can be modified or terminated at any time, but only after review and approval from the Supervisor, Department Head, Town Manager and Human Resources Director. As much advanced notice as possible will be provided in such instances.

## **12. HOLIDAYS (Management and Non-Management employees will be eligible for the same 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	Veteran's Day
Martin Luther King, Jr. Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Christmas Day
Patriot's Day	Columbus 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 is a paid day off for 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).

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.

Eligible regular part-time employees working 20 or more hours per week shall receive no less than five paid holidays per year, to be accommodated through scheduling by the Department Head.



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.

If the holiday occurs during an employee's vacation, the holiday shall not be considered a vacation day. If the holiday falls within a period of sick leave, the employee shall receive holiday pay for the day in question and will not be charged with a sick day.

If the employee's department closes early on the eve of any of the holidays listed above, any employee otherwise scheduled to work the eve of the holiday after the Department is closed will be paid their regular pay for those hours.

Permanent Intermittent Police Officers, Special Police Officers, Part-time 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.

### **13. MISCELLANEOUS**

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.

- a. Retirement is a permanent separation at which time the employee receives an immediate retirement income under the Plymouth County Retirement plan for public employees.
- b. 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 shift.
- c. No employee will be transferred or 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.

- i. The Town will purchase uniforms for employees of departments that require them, which may include the purchase of rubber boots, shoes and other outer clothing necessary to perform duties during the course of their employment.
- j. Employees can expect to be treated professionally, fairly and with civility. Together we can ensure that our work environment remains increasingly respectful, collaborative and productive. The Town's conflict resolution process encourages employees to work out issues directly with each other on an individual basis. If no resolution is reached, employees should talk with their supervisor for further assistance. If there is no resolution the Human Resources Director should be contacted.
- k. Seniority will not be broken by vacations, sick leave or authorized leave of absence, except the seniority accumulation shall cease after two (2) calendar years of leave. In addition, an employee will not lose employer wide seniority for benefits and entitlements or benefit accruals (e.g. sick, vacation, and personal leave) obtained in another Duxbury municipal department when transferring to or from the Personnel Policies or from one collective bargaining unit to another collective bargaining unit.
- l. All pay must be processed via direct deposit, payday will transition from bi-weekly Thursdays to bi-weekly Fridays, and electronic advice of same.
- m. If a department is closed on a day that an employee is regularly scheduled to work, the employee will receive pay for his/her normally scheduled hours for that day.
- n. With the Department Head's approval, attendance at professional meetings and workshops shall be considered part of the employee's work schedule. Requests will be submitted to the Department Head when possible at least thirty (30) days before the meeting or workshop, but if the request is made less than thirty (30) days the supervisor may still consider the request.
- o. An employee who is required to attend a religious observance or practice as a tenet of an established religion, will be permitted, based on operation considerations, to flex his/her schedule with the prior approval of the Department Head, or to take the day off without pay or use accrued personal or vacation days. If the day is taken without pay, the day will be treated as a paid day for the purpose of determining benefit entitlement, and/or towards calculating health insurance benefits.
- p. Any employee who is scheduled, but is unable to report to work, is required to inform his/her supervisor at least two hours before his/her scheduled shift on each day of absence unless other arrangements are made by the employee and supervisor stating the nature of the absence and expected to return to work date.

## PART II

### MANAGEMENT PROVISIONS

#### GRADE 5 AND ABOVE

1. Classification: The Management provisions include exempt and non-exempt jobs
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. 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.

4. Holidays: Management and Non-Management employees will be eligible for the same holidays.
5. Vacation: Management employees shall be eligible for vacation after six months of continuous employment. Vacations are scheduled and taken with prior written approval from the employee's supervisor subject to the Department Head's approval based on the need to maintain department operating efficiency.
  - a. After the completion of 6 months of continuous employment, an employee shall be eligible for up to 7.5 days of paid vacation to be taken with prior written approval of the appointing authority. Any vacation time taken will be deducted from the 7.5 days provided after 12 months of continuous employment.
  - b. After the completion of 12 months of continuous employment, an employee shall be eligible for an additional 7.5 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.
  - c. After completion of 5 years 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 16 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 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 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.
  - f. Employees who are eligible for vacation under this section and leave the Town's employ will receive any accrued and unused vacation pay as of the date of that separation.
  - g. Any dispute regarding the computation of vacation pay shall be referred to the Human Resources Department and the decision shall be accepted by the employee or submitted as a grievance.
  - h. Vacation with pay will be granted to regular part-time employees on a prorated schedule commensurate with their annual hours of work.
6. Family Sick Time: All eligible Regular Full-Time Employees may use up to 40 hours, pro-rated based on the number of hours scheduled per week, 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.

7. 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.
8. Service Pay at 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 upon 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**  
**GRADES 1, 2, 3 and 4**

1. Classification: The Non-Management provisions include exempt and non-exempt jobs.
2. Holidays: Management and Non-Management employees will be eligible for the same holidays.
3. Vacation: Non-Management employees shall be eligible for vacation after completion of six months of continuous employment. Vacations are scheduled in accordance with the following provisions: continuous employment, scheduled and taken with prior written approval from the employee's supervisor, subject to Department Head approval based on the need to maintain department operating efficiency.

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

After the completion of 6 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. Any vacation time taken will be deducted from the 5 days provided after 12 months of continuous employment.

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 10 days of paid vacation for the first 12 months of continuous employment.

After completion of 5 years of continuous employment, an employee shall be eligible for 15 days of paid vacation to be taken with prior written approval of the appointing authority.

After completion of 10 years of continuous employment, an employee shall be eligible for up to 20 days of paid vacation to be taken with prior written approval of the appointing authority.

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.

- a. Any dispute regarding the computation of vacation pay shall be referred to the Human Resources Department and the decision shall be accepted by the employee or submitted as a grievance.
- b. 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 file.
- c. All employees who are eligible for vacation under this section and leave the Town's employ will receive any accrued and unused vacation pay as of the date of that separation.
- d. 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.
- e. Vacation with pay will be granted regular part-time employees on a prorated schedule commensurate with their annual hours of work.
- g. 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
- j. Intermittent, Seasonal, Temporary, and Emergency employees receive no vacation.

#### 4. 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. Failure to submit this certificate may result in cessation of pay and termination from employment.

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 a 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 (1) hour for every fifteen (15) hours worked, up to a maximum of one hundred (100) hours
After first year	One (1) hour of sick pay for every fifteen (15) hours worked up to a maximum of one hundred and twenty (120).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 who is eligible for sick leave 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, or Department Head, may, at his/her 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. There shall be no accrual of paid holiday, vacation, personal, sick or any other paid leave after thirty (30) consecutive days' absence while on worker's compensation or unpaid leave or after ninety (90) consecutive days of FMLA leave.

## **PART IV - PAY SCHEDULE**

### **CONTRACT EMPLOYEES**

Town Manager  
Police Chief  
Fire Chief  
Town Accountant

		<b>Minimum</b>	<b>Maximum</b>
<b><u>Grade 10 (FLSA exempt)</u></b>	<b>Annually</b>	<b>\$90,000</b>	<b>\$143,920</b>
Finance Director			
Department of Public Works Director			
Deputy Fire Chief			
Deputy Police Chief			

<b><u>Grade 9 (FLSA exempt)</u></b>	<b>Annually</b>	<b>\$70,500</b>	<b>\$113,080</b>
Municipal Services Director			
Facilities Director			
Harbormaster			
Human Resources Director			
Information Technology Director			
Library Director			
Public Safety Dispatch Director			
Water & Sewer Superintendent			

<b><u>Grade 8 (FLSA exempt)</u></b>	<b>Annually</b>	<b>\$62,900</b>	<b>\$96,838</b>
Assessing Director			
Buildings & Grounds Manager			
Cemetery Superintendent			
Conservation Agent			
Council on Aging Director			
Operations Manager			
Planning Director			
Recreation Director			
Treasurer/Tax Collector			

<b><u>Grade 7 (FLSA Mixed)</u></b>	<b>Annually</b>	<b>\$50,000</b>	<b>\$77,100</b>
Assistant Assessor			
Animal Control Officer			
Assistant Recreation Director			
Executive Assistant to Town Manager			
Executive Officer			
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			
Local Building & Code Enforcement Inspector			
<b><u>(FLSA non-exempt)</u></b>			

<b><u>Grade 6 (FLSA Exempt)</u></b>	<b>Annually</b>	<b>Minimum \$46,000</b>	<b>Maximum \$68,876</b>
Aquatic Supervisor			
Budget Analyst			
DPW Office Manager			
Human Resources Manager			
Lead Natural Resources Officer			
Community Services Manager, COA			
Respite Program Manager, COA			
Veteran's Service Officer			
<b><u>Grade 5 (Mixed FLSA)</u></b>	<b>Hourly</b>	<b>\$20.00</b>	<b>\$29.81</b>
Admin. Assistant to Chief (FLSA non-exempt)			
Endangered Species Officer (FLSA exempt)			
Front Office Manager, COA (FLSA non-exempt)			
Program Manager, COA (FLSA non-exempt)			
Volunteer Manager, COA (FLSA non-exempt)			
Food Service Manager, COA (FLSA non-exempt)			
<b><u>Grade 4 (FLSA Non-exempt)</u></b>	<b>Hourly</b>	<b>\$19.00</b>	<b>\$28.27</b>
Admin. Assistant to Town Manager/BOS			
Admin. Assistant to Director			
Admin. Assistant to Harbormaster			
Admin. Assistant to Cemetery Superintendent			
Benefits Specialist			
Police Prosecution Assistant			
Finance Supervisor, COA			
<b><u>Grade 3 (FLSA Non-exempt))</u></b>	<b>Hourly</b>	<b>\$17.50</b>	<b>\$25.29</b>
Department Assistant			
Finance Assistant, COA			
Community Services Coordinator, COA			
Program Coordinator, Activities, COA			
Program Coordinator, Home Delivered Meals, COA			
Program Coordinator, Media/Comm., COA			
<b><u>Grade 2 (FLSA Non-exempt)</u></b>	<b>Hourly</b>	<b>\$16.00</b>	<b>\$22.10</b>
Program Assistant, Front Desk, COA			
Program Assistant, Respite, COA			
<b><u>Grade 1 (FLSA Non-exempt)</u></b>	<b>Hourly</b>	<b>\$14.50</b>	<b>\$20.06</b>
Food Service Associate, COA			
Administrative Associate, COA			
<b><u>Schedule P.S. (FLSA Non-exempt)</u></b>	<b>Hourly</b>	<b>\$22.00</b>	<b>\$31.62</b>
Building Inspector			
Plumbing/Gas Inspector			
Wiring Inspector			
<b><u>Police Officers (FLSA Non-exempt)</u></b>	<b>Hourly</b>	<b>\$16.48</b>	<b>\$22.25</b>
Intermittent Police			

*Exempt compensation is based on 40 hrs. per week, non-exempt compensation is based on 37.5 hrs. per week.*



### **Compensation Schedule A**

<b>Classification</b>	<b>Pay Rate</b>
Alternate Building Inspector	\$22.00 per hour
Alternate Plumbing Inspector	\$22.00 per hour
Alternate Wiring Inspector	\$22.00 per hour
Special Detail Officer	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>Pay Rate</b>
Clerical Assistance (Town Committees and Boards, non- union positions only)	Appropriate rate as determined by Town Manager
Clerk, Registrar of voters	Based on MGL, Ch. 41, Section 19G
Election Warden	\$13.00 per hour
Election Worker	\$11.00 per hour
Inspector of Animals	\$900.00 per year
Juvenile Officer	\$150.00 per year
Lockup Keeper	None
Police Matron	\$11.00 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>Hourly</b>	<b>Minimum</b>	<b>Maximum</b>
Animal Shelter Attendant		<b>\$12.00</b>	<b>\$50.00</b>
Assistant Animal Control Officer			
Beach Ranger			
Bus Dispatcher			
Bus Driver			
Call Firefighter (2 hour minimum per call)			
Deputy Natural Resources Officer			
Emergency Operations Center Specialist			
Harbormaster Assistant			
Home Delivered Meals Assistant Intermittent			
Instructor			
Lead Natural Resources Officer			
Lead Shorebird Monitor Supervisor			
Librarian Intermittent			
Lifeguard			
Part-time Public Safety Dispatcher			
Program Coordinator			
Recreation Specialist			
Recreation Supervisor			
Respite Assistant Intermittent			
Seasonal Assistant			
Seasonal Laborer			
Senior Work Off			
Shorebird Monitor			
Shorebird Monitor Supervisor			
Special Police Officer			
Swim Coach			
Water Safety Instructor			

The classifications listed in Schedule R, are position, 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.

## Appendix A Pay Guidelines

### New Hire

Feature	Description
Objective	To provide pay that is externally competitive, internally equitable, and reflective of experience, skills and potential.
Considerations	<p>When determining a pay for new hires the following considerations apply:</p> <ul style="list-style-type: none"> <li>▪ Directly related work experience.</li> <li>▪ Depth and breadth of related skills.</li> <li>▪ Level of skill set importance.</li> <li>▪ Pay expectations compared to the pay range.</li> <li>▪ Degree of difficulty to fill the opening.</li> </ul>
Guidance	The recommended starting pay should be within the pay range for the job.

### Job Evaluation

Feature	Description
Objective	To ensure jobs are assigned to a grade consistent with the associated level of skill, responsibility, risk, knowledge/expertise, problem solving ability, autonomy/supervision, education, internal and external equity, as well as the internal value placed on the job.
Considerations	<p>Job evaluation is the process by which the value of a job is determined. A job evaluation is conducted when a new job is proposed or the current responsibilities and/or minimum requirements have changed significantly and warrant a review of the grade.</p> <p>The primary factors used in determining the value of a job is determining the range of pay provided to like jobs to provide external and internal equity.</p> <p>Job descriptions must be updated or created to ensure accurate understanding of the job's role, and to ensure compliance with applicable regulations.</p>
Guidance	<p>Job evaluations are performed as part of an overall compensation and classification effort when a new job is considered to meet changing operational needs, the scope of an existing job has changed, or an organizational change has impacted the job.</p> <p><b>Job Evaluation:</b> Must include an updated or new job description detailing the job title, department, Supervisor, subordinates, grade, FLSA status, duties, accountability, judgement, complexity, work environment, nature and purpose of public contact, occupational risks, essential functions, recommended minimum requirements (education, experience, special requirements, knowledge, ability and skill, physical and mental requirements), the determination of appropriate job grade and market pay rates.</p> <p><b>Pay Grade Appeal:</b> An Employee who believes that his/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, for consideration by the Town Manager, Finance Director and Human Resources Director. The request must be in writing and provide complete details as to the assignment changes and implementation dates. The job will be re-evaluated and a decision rendered within 45 days of the appeal. If the change is judged significant enough to warrant reclassification or other necessary action, any required changes will be made retroactive to the date of the Employee's appeal. Individual requests will not be considered during an overall compensation and classification effort.</p>

**Appendix A**  
**Pay Guidelines (continued)**

**Job Change**

Feature	Description
Objective	To provide appropriate pay when an Employee moves to a different job by promotion, demotion, lateral, acting, or temporary assignment
Definition	<p><b>Job change:</b> A movement to a different job; Employee initiated via job posting or Employer initiated in response to operational, staff or performance issues.</p> <p><b>Promotion:</b> A move to a different job at a higher grade level; Employees with a most recent performance rating of “Does not meet expectations” will not be considered.</p> <p><b>Demotion:</b> A move to a different job at a lower grade level: Employee or Employer initiated.</p> <p><b>Lateral:</b> A move to a different job at the same grade level: Employee or Employer initiated.</p> <p><b>Acting or Temporary Transfer:</b> A move to a different job; Employer initiated. Department Head must present to the Town Manager, Finance Director and Human Resources Director, the business reason and organizational impact relative to the acting or temporary move for review, consideration and appropriate action, not to exceed six months without specific approval from the Town Manager.</p>
Considerations	<p>When determining a pay change as a result of a promotion, demotion, lateral, acting or temporary, the following considerations apply:</p> <ul style="list-style-type: none"> <li>• Qualifications, related skills, experience of the applicant.</li> <li>• Degree of difference between the current and new pay range.</li> <li>• Employee’s breadth of skills versus new peers with similar experience and performance.</li> <li>• Employee’s current pay compared to the new pay range.</li> <li>• Degree of difference in responsibility between the Employee’s current and new jobs.</li> </ul>
Guidance	<p>The recommended pay will be within the pay range associated with the new job grade, with placement in the pay range determined by the considerations listed in these guidelines and recommendations by the Department Head, Town Manager, Finance Director and Human Resources Director.</p> <p><b>Promotion:</b> Pay will vary depending upon the considerations defined in these guidelines,</p> <p><b>Demotion, Employee or Employer initiated:</b> If the Employee’s pay is above the maximum of the new grade on the date of notification, the Employee’s pay is reduced to the maximum of the new grade. If the Employee’s pay is within the pay range, there is no change to pay. Pay change is effective as of the date the Employee assumes the responsibilities of the new job.</p> <p><b>Lateral Employee or Employer initiated:</b> No increase to pay</p> <p><b>Acting or Temporary Transfer:</b> If to a higher-level job, Employee is compensated, retroactively, on the thirty-first (31) day in the new assignment, subject to Town Manager, or appointing authority approval and shall not in itself serve as a basis for a claim for upgrading on the part of the employees so assigned. 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 will 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 acting or temporary transfer, the employee shall return to his or her former position without loss or seniority benefits.</p>

**Appendix A**  
**Pay Guidelines (continued)**

**Merit**

<b>Feature</b>	<b>Description</b>
Objective	To provide a performance based pay increase that moves Employees through the pay range.
Definition	Performance based pay adjustment.
Considerations	<p>Merit pay is based on Employee job performance and contributions in the most recent year, compared to the job expectations, goals and objectives established at the beginning of the review period.</p> <p>Eligible Employees may be reviewed annually by their Supervisor and awarded merit pay accordingly, effective July 1. Merit pay may be available to all eligible employees, and subject to available funding. New hire and transfer Employees will be included in the review process, however, merit pay is pro-rated based on the number of months in the job during the review period. Performance reviews will, at a minimum, indicate how the Employee performed compared to job expectations, goals and objectives during the review period and establish expectations, goals and objectives for the next period. Regular full and part-time Employees are eligible for annual performance review and merit pay. Intermittent, Seasonal and Schedule R Employees receive performance reviews and merit pay after one year of service, and every year thereafter. Emergency, Temporary, Schedule A and B Employees receive performance reviews annually, but no pay change unless Town Meeting approves a changes to the applicable pay schedule.</p>
Guidance	<p>A performance review must be completed for an Employee to be eligible for merit pay. The effective date for merit pay is July 1 of the new fiscal year, and will be processed and provided to Employees via payroll at the earliest opportunity. Merit pay must not cause an Employee's pay to exceed the maximum pay range for the grade. Therefore, Employees at the maximum pay range are eligible for a merit payment in lieu of a pay adjustment, leaving the Employee's base pay unchanged. Merit pay is not available to Employees with a "Does not meet performance standards" rating, or below. In such cases, the Employee is informed in writing, with a copy to the Town Manager, Human Resources Director and the Employee's file, detailing the:</p> <ol style="list-style-type: none"> <li>1. reason(s) for the merit pay denial</li> <li>2. area(s) for performance improvement</li> <li>3. follow-up date to further evaluate performance</li> <li>4. failure to improve performance could result in employment termination</li> </ol> <p>Employees denied a merit increase have a right of appeal to the Town Manager. The Town Manager shall confer with the Employee, Supervisor, Department Head and Human Resources in determining the merits of the appeal</p>

## Appendix A Pay Guidelines (continued)

### Equity

Feature	Description
Objective	To resolve significant pay variations.
Definition	A pay adjustment in recognition of external or internal equity issues.
Considerations	Employees with a performance rating of “Does not meet performance standards” are not eligible for this increase.
Guidance	<p><b>External equity adjustments:</b> A market pay survey will be conducted every three years to ensure competitive pay. If the results indicate significant variations between the pay ranges and market pay, adjustments may be provided for better alignment based on the availability of funding. Clearly defined trends (e.g. multi-year pattern of market pay movements, negotiated wage increases in benchmark Towns, or other compelling evidence that the one year change is indicative of future years) may initiate pay range adjustments and equity pay.</p> <p><b>Internal equity adjustments:</b> May be provided when pay compression issues are identified absent differences caused by merit or other pay, incremental pay adjustments may be provided, based on available funding.</p>

### Special

Feature	Description
Objective	To provide pay to FLSA non-exempt Employees in call back or overtime situations.
Definition	Required pay for FLSA non-exempt Employees in recognition of hours worked beyond their normal work schedule
Considerations	Only available to FLSA non-exempt Employees
Guidance	<p><b>Call-Back:</b> Employees who are called to perform unscheduled work will be paid at the appropriate rate, and receive no less than three hours pay.</p> <p><b>Overtime:</b> Employees will 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.</p> <p><b>Overtime Distribution:</b> 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.</p>

**Appendix A**  
**Pay Guidelines (continued)**

**Educational Assistance**

<b>Feature</b>	<b>Description</b>
Objective	To provide educational assistance to employees for courses related to their job, in accordance with the following guidelines and subject to available funding.
Eligibility	All regular full time employees covered under the Personnel Policies.
Considerations	Must be actively employed for one year or more to be eligible for educational assistance benefits.
Guidance	<p><u>Types of Courses.</u> 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.</p> <p><u>Amount of reimbursement.</u> Educational assistance 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 (\$1,000) per calendar year. Reimbursement is subject to receipt of Grade B or better, or passing in a pass/fail course</p> <p><u>Tax considerations.</u> Educational assistance under this policy may result in taxable income to the employee.</p> <p><u>Effect of employment termination.</u> To be reimbursed, employee must submit evidence of satisfactory completion of coursework and must still be employed by the Town of Duxbury at the time such evidence is received by the town.</p>
Procedure	<p><u>Submission of application.</u> Before starting a course, an employee must submit a written request for Educational Assistance to his/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.</p> <p><u>Approval of Application.</u> 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.</p> <p><u>Evidence of satisfactory completion:</u> Upon 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</p>

## **Appendix B**

### **Leaves**

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 training) subject to approval by the Town Manager. The Town may also grant special short-term leaves of absence with pay for military reserve obligation (including 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.

Any 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 approval of the Department Head, Town Manager and Human Resources a leave of absence Personnel Action Request Form will be submitted to the Town Manager.

#### ***A. FAMILY AND MEDICAL LEAVE***

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.



## **Appendix B**

### **Leaves (continued)**

**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.

## **Appendix B**

### **Leaves (continued)**

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. Employee requests an extension of leave;
- b. Changed circumstances occur regarding the illness or injury;
- c. 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/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.

## **Appendix B**

### **Leaves (continued)**

#### **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.

## **Appendix B**

### **Leaves (continued)**

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.

#### ***B. PARENTAL LEAVE (As outlined by Massachusetts Parental Leave Act (PLA), MGL Ch. 149, s. 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 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 PLA, subject only to very limited exceptions. A violation of the PLA 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.

## **Appendix B**

### **Leaves (continued)**

#### ***C. 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 and Human Resources Department far enough in advance to allow for the approval 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.

## **Appendix B**

### **Leaves (continued)**

- D. Military Leave: 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.

- E. 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.

#### ***D. SPECIAL SHORT TERM LEAVE WITH PAY***

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, stepparent, sibling, or stepsibling 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 except for vacation leave, in which case the leave will be re-credited to the employee.

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.

## **Appendix B**

### **Leaves (continued)**

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 Appearance:** 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.

An employee required to appear as a witness in connection with his/her duties as a Town employee in any court proceeding shall be paid the difference between the amount for being said witness, less any witness travel allowance, and the employees the base rate.

An employee seeking compensation in accordance with this section shall notify the Department Head after receipt of the notice of summons to appear as a witness in connection with his/her duties as a Town employee and shall furnish written statement to the town showing dates of service, time served, and amount of compensation received.

4. **Personal Day:** After the ninety (90) working days, 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. Personal days may not be accumulated and no payment shall be made at termination for unused days. However, employees may carry over one personal day to the next year, for use within the first six (6) months. After ten (10) years of consecutive employment, up to four (4) days personal leave with pay shall be granted annually. No deduction will be made from sick leave credit. These personal days may be granted to regular part-time employees on a pro-rated schedule commensurate with their annual hours worked.

## **Appendix C 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 and reference 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 Department then conducts any and all applicable background checks on the final candidate, using the Authorization and General Release Form and Town Employment Application. Once a satisfactory background result is received, the hiring manager will be notified to extend a final offer of employment and a start date to the successful candidate.

#### **General Guidelines:**

- **NEW HIRES:** Background checks are required for all new hires. This includes all full-time, part-time, seasonal and temporary 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 conditional offer of employment has been extended to the applicant. Note: The final offer of employment is contingent upon the successful results of the background check.



## **Appendix C**

### **Policies (continued)**

- **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 Department.

**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, vulnerable youth or 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, 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 Human Resources Manager.
2. The Human Resources Director or the Human Resources Manager 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 may rescind its conditional 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.

## **Appendix C**

### **Policies (continued)**

#### ***B. CRIMINAL OFFENDER RECORD INFORMATION (CORI) POLICY***

All Personnel Policies 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 and 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 Policies 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.

## **Appendix C**

### **Policies (continued)**

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 identity 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.

## **Appendix C**

### **Policies (continued)**

#### **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, 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)

## **Appendix C**

### **Policies (continued)**

#### ***C. 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, gender expression, race, color, national origin, ancestry, religion, age, disability, genetics, active military status, veteran status, sexual orientation, criminal record, parental leave, any other group deemed protected by a government agency 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 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 Jeannie Horne, Human Resources Director 878 Tremont Street at 781/934-1100, 5410, or Rene' Read, Town Manager, 878 Tremont Street at 781/934-1100, 5400. 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.

## **Appendix C**

### **Policies (continued)**

#### *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.

## **Appendix C**

### **Policies (continued)**

#### *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”)

John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203 Phone: (800) 669-4000

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

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

New Bedford Office: 800 Purchase Street, Room 501, New Bedford, MA 02740, Phone: (508) 990-2390

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

Worcester Office: 484 Main Street, Room 320, Worcester, MA 01608, Phone: (508) 453-9360

### ***D. EQUAL EMPLOYMENT OPPORTUNITY POLICY (As outlined by Title VII, 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),
- Criminal Record,
- Physical, mental, or psychiatric disability,
- Genetics (results of genetic testing),
- Parental leave,
- National origin or ancestry,
- Race or color,
- Religion,
- Sex,
- Gender identity,
- Gender expression,
- Sexual orientation,
- Active military status,
- Veteran 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.



## **Appendix C**

### **Policies (continued)**

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 Anti-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, Jeannie Horne at 878 Tremont Street or 781/934-1100, 5410.

#### **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 Jeannie Horne at 878 Tremont Street or 781/934-1100, 5410, 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.

## **Appendix C**

### **Policies (continued)**

#### **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):**

John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203 (800) 669-4000

2. **The Massachusetts Commission Against Discrimination (MCAD):**

Boston Office: One Ashburton Place, Room 601, Boston, MA 02108, Phone: (617) 994-6000

New Bedford Office: 800 Purchase Street, Room 501, New Bedford, MA 02740, Phone: (508) 990-2390

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

Worcester Office: 484 Main Street, Room 320, Worcester, MA 01608, Phone: (508) 453-9360

#### ***E. WHISTLEBLOWER POLICY (Reporting Suspected Law or Policy Violations per MGL C. 149, S.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.

## **Appendix C**

### **Policies (continued)**

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.

### ***F. 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.

**Appendix C**  
**Policies (continued)**

**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.
- B. 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.