

Town of Reading Massachusetts



PERSONNEL POLICIES

(Revised October 6, 2009)

<i>TOWN OF READING, MASSACHUSETTS</i>	
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TOWN OF READING, MASSACHUSETTS
PERSONNEL POLICIES

ARTICLE 1: AUTHORIZATION

The following policies are adopted by the Board of Selectmen pursuant to their authority under Section 3-2 of the Reading Home Rule Charter, and under Article 4.7 of the Bylaws of the Town of Reading.

ARTICLE 2: STATEMENT OF PERSONNEL PHILOSOPHY

The Town of Reading has as its goal the provision of excellent, cost effective and efficient services in a manner that is honest, ethical and fair to residents and employees. The Town through the Board of Selectmen has adopted and may periodically amend a Mission Statement, Vision, and values that are expected to guide the behavior of Town employees. The Town Manager will inform new employees and remind ongoing employees of these important statements. Quality of service and excellence in customer service are the Town's standards, and acting through the Town Manager, the Town has the right and responsibility to plan, direct and control the Town's business, operations and workforce to achieve these goals. In exercising these rights and responsibilities, the Town has developed and adopted this Personnel Policy. **THIS PERSONNEL POLICY, AND OTHER RULES AND REGULATIONS THAT MAY BE ADOPTED FROM TIME TO TIME AND THAT ARE AVAILABLE FROM THE TOWN MANAGER, ARE GUIDELINES WHICH THE TOWN MAY OR MAY NOT FOLLOW AS IT DEEMS APPROPRIATE. THESE GUIDELINES ARE NOT INTENDED TO AND DO NOT CREATE A CONTRACT OF EMPLOYMENT BETWEEN THE TOWN AND TOWN EMPLOYEES. THESE POLICIES MAY BE UNILATERALLY MODIFIED BY THE TOWN THROUGH A PUBLIC HEARING WITH THE BOARD OF SELECTMEN.**

The purpose of this statement is to develop a personnel philosophy for employees of the Town of Reading in order that the Town may strive to attain its goals.

- ◆ Town personnel will be hired on the basis of qualifications only.
- ◆ The Town will strive to pay salaries that are equitable in relation to the complexity and responsibility of the work performed, and to maintain comparable pay for comparable work within the Town workforce.
- ◆ The Town will strive to maintain a competitive position in the employment market and thereby attract and retain competent employees.
- ◆ The Town will strive to stimulate and reward high-level performance. The Town will provide an orderly program of salary policy and control.
- ◆ Employees will receive a copy of the current job description and Personnel Policies when they are hired. When such job descriptions and/or policies are developed, revised or adopted, each affected employee will receive written notification.

- ◆ Employees will be encouraged to develop professionally to the extent of their interest and capability and the needs of the Town. (See Section 9.17).
- ◆ Responsibility within a Department or Division will be delegated to the minimum level at which the task can be accomplished.
- ◆ Current employees will be made aware of job openings. In-house promotion and/or transfer will be considered where it would be of benefit to the employee and the Town and consistent with Affirmative Action policies.
- ◆ Over-staffing will be avoided. Temporary peaks in workload will be filled, where possible, with temporary help. Regular staff will be the minimum needed to meet normal work-loads. All staffing is subject to availability of funds.
- ◆ Employees are entitled to know what is expected of them in their job and to have their job performance periodically evaluated by their supervisors. A personnel performance plan based on a written job description will be developed with each employee.
- ◆ Where possible, or where desirable, staff will be shared between Departments and/or Divisions to provide the most effective use of staff.
- ◆ Employees will be encouraged to learn as much as possible about the functions of their Department or Division so that they may temporarily fill other positions as needed.
- ◆ Where possible, local residents will be hired for part-time and seasonal work with the Town.
- ◆ The Town and its employees will not discriminate in any way against employees or members of the public on account of membership or non-membership in a union, on account of race, political activity, religion, creed, color, national origin, gender, age, sexual orientation, physical handicap or life-threatening illnesses.
- ◆ The Town will develop, implement and maintain a positive affirmative action program to prevent discrimination, and the Town and all of its employees will carry out the policy.

ARTICLE 3: DEFINITIONS

Section 3.1. Appointing Authority: The position responsible under the Reading Home Rule Charter for the hiring and firing of employees.

Section 3.2. Charter: The Town of Reading's Home Rule Charter as adopted March 24, 1986 and any subsequent amendments.

Section 3.3. Continuous Service: Employment without interruption, excluding authorized vacation, military leave, paid leave or leave under the Family and Medical Leave Act.

Section 3.4. Department: Any department of the Town subject to this policy.

Section 3.5. Department Head: The officer having immediate supervision and control of a department or, in the absence of such officer, the Town Manager.

Section 3.6. Employee:

3.6.1. Regular Employee – An employee who has successfully completed the prescribed probationary period. A regular full-time employee provides full time services and is compensated at full pay and benefits for the assigned position. An individual employed for not less than thirty seven and one-half (37 1/2) hours per week for fifty-two

(52) weeks per year, minus legal holidays, paid vacations and other authorized leaves of absence. The Town Manager may, based on special circumstances, designate a different number of hours per week as full time. A regular part-time employee provides less than full-time service, and is compensated in proportion to the amount of service provided.

3.6.2. Probationary Employee - An employee who has not completed the probationary period for a particular position.

3.6.3. Temporary Employee - An employee who possesses the minimum qualifications for a particular position and has been appointed to a position for a limited scope or duration. Seasonal workers and co-op students are considered temporary employees. Temporary employees are not entitled to benefits.

3.6.4. Exempt Employee - An employee having significant responsibility for formulating and administering policies and programs of the Town and for directing the work of subordinates by lower level supervision; any employee having the authority to exercise independent judgment, or to effectively recommend any action to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or to direct them to adjust their grievances, if the exercise of such authority is not merely routine or clerical in nature but requires the use of independent judgment and discretion. An exempt employee is not entitled to receive overtime compensation, and that is indicated on the job description.

3.6.5. Non-Exempt Employee - An employee entitled to receive overtime compensation, as indicated on the job description.

Section 3.7. Human Resources Administrator: The employee appointed by the Town Manager to administer the personnel functions of the Town, or in the absence of a Human Resources Administrator, the Town Manager.

Section 3.8. Position: An office or post of employment in the Town's service with duties and responsibilities calling for full-time or part-time employment in the performance and exercise thereof.

Section 3.9. Town: The Town of Reading.

ARTICLE 4: APPLICABILITY

Unless specifically and otherwise excepted, wholly or in part, by statute, collective bargaining agreement, Bylaw, Charter, or regulation superior to this, this Policy shall apply to all Town Departments, except the School Department and Municipal Light Department, and to the positions of all employees except those under jurisdiction of said School and Municipal Light Departments, those filled by popular election and those certain positions the holders of which render intermittent or casual service.

These Policies apply to all positions, except those noted in the above paragraph; however, the authority of appointment shall be modified as follows:

- In the Library Department, the Board of Library Trustees shall be responsible for hiring and firing of personnel. [See Town of Reading Home Rule Charter, Article 5. Town Manager, Section 5-2, Powers and Duties (b).]
- In the Finance Department, the Board of Assessors may appoint an Appraiser and an Assistant Appraiser. [See Town of Reading Home Rule Charter, Article 3, Elected Officers and Boards, Section 3-6, Board of Assessors.]

- ◆ In the Accounting Department, the Board of Selectmen shall appoint the Town Accountant. (See Town of Reading Home Rule Charter, Article 3, Section 3-2, Board of Selectmen.)

ARTICLE 5: ADMINISTRATION

This Article spells out the method of employing individuals to work for the Town, and deals with recruitment, screening, appointment, orientation and probation. These methods shall be adhered to, where applicable, unless there is a specific waiver from the Town Manager. It is the Town's intent that this recruitment, employment, promotion and transfer policy ensures that every reasonable effort is made to attract qualified persons and that selection criteria are job related. All positions that become available will be filled giving full weight to Equal Employment Opportunity and/or Affirmative Action goals established by the Town, and to the Americans with Disabilities Act (ADA).

These policies shall be administered by the Town Manager. Department Heads are responsible for the implementation of policies and procedures as established and as directed by the Town Manager.

Section 5.1 - Hiring:

5.1.1. - Verification - The Department that proposes to hire an employee must first verify with the Town Manager that:

- ◆ Funds for the position are provided in the approved budget.
- ◆ The position has been approved by the Town Manager and there is a need for the position.
- ◆ The position has been included in the Classification Plan.

5.1.2 -In-House Promotion - When a vacancy exists, the overall personnel requirements of the Department and the Town will be reviewed with the Town Manager who has the final and binding decision on promotions. Where possible, in-house promotion and/or transfers will be considered in order to fill a position so long as such a decision is in conformance with the Affirmative Action policy. Where two or more in-house candidates apply for a position, qualifications including seniority and length of service shall be considered.

5.1.3 - Posting and Advertising - The Human Resources Administrator in consultation with the Department Head shall prepare the posting and advertisement to solicit applicants. The Town will post the availability of a vacant position in each Town building and with each Department Head for a period of five (5) business days, and shall send a copy of the notice to each Town Union in order to provide the maximum opportunity for in-house promotion. Nothing shall prohibit the Town from advertising the position at the same time that it is posted. Advertisements shall be submitted by the Human Resources Administrator to the media best suited to attract qualified applicants adhering to Affirmative Action and Equal Employment Opportunity goals.

5.1.4 - Application - Every applicant to be interviewed will be required to fill out, in its entirety, a Job Application Form approved by the Town Manager. Additional information may be submitted by an applicant for employment. To the extent possible, Affirmative Action and Equal Employment Opportunity data will be kept on each applicant by the interviewer and, upon completion of the hiring process, will be forwarded to the Personnel Division.

5.1.5 - Testing and Examination - Applicants may be required to submit to a test(s) and/or examination(s), and to submit other information which is reasonably related to the job for which the application is made.

5.1.6 - Interview - As determined by the Town Manager, each Department Head, designee or the Human Resources Administrator shall interview applicants for the position within the Department. This process will involve looking only at the criteria important to filling the position.

Unless instructed otherwise, the Department Head or the Human Resources Administrator will select not less than the top three (3) candidates for each position and will schedule interviews for these candidates with the Town Manager. The Department Head or the Human Resources Administrator will be responsible for checking references and discussing hours of work, benefits, the promotional opportunities, and other aspects of the position with the candidates. The final selection will be made by the Town Manager in consultation with the Department Head or the Human Resources Administrator. As part of the interview process, nothing shall preclude the use of a panel of interviewers for any position, including using a member or members of a Board, Committee or Commission on the panel.

5.1.7 - Appointment - After all reference and background checks are complete, appointments shall be made by the Town Manager who shall inform the successful candidate in writing of the appointment including the starting date, salary, benefits and union status. All appointments shall be subject to the satisfactory completion of a physical examination (including a drug and alcohol screen) by the Town Physician.

Other tests and examinations that may be required, to the extent that they are related to the position being filled, include but are not limited to, psychiatric examinations, Criminal Offender Record Information (CORI), as authorized by the Criminal Systems History Board, Sex Offender Record Information (SORI), and background checks. These tests and examinations will only be done after an offer of employment and the offer will be contingent upon successful completion of the tests and/or examinations.

Appointments of employees shall be made from a selection of the best qualified applicants. Preference will be given to Town residents when equal qualifications are possessed by the applicants. Nothing herein shall be construed to permit hiring in conflict with the Town's Affirmative Action, Equal Employment Opportunity and ADA Policies.

5.1.8 - Orientation - On or before the starting date, each new employee will be given an orientation and will be introduced to other employees. The new employee shall complete the necessary forms for withholding, insurance, pension and other forms needed. Each new employee will be given a copy of the current Personnel Policies, applicable union contract and other relevant information.

5.1.9 - Probation - Unless otherwise determined by law, the appointment of each employee shall be probationary for a period of six (6) months of employment for purposes of evaluation. prior to being assigned regular position status. Probation may be extended for an additional time up to three (3) months if performance indicates such a need. Vacation time will accrue (see section 9.13.1) but may not be used during the probationary period. Sick time may be used during the probationary period with the following restrictions:

1. Only accrued sick time may be used (see Section 9.2).
2. Sick time may only be used for personal illness or injury.
3. The Town may require the employee to submit a letter from a regularly licensed practicing physician giving the prognosis of the illness or injury before the employee shall be entitled to sick leave with pay.

Advancement of Sick Leave, the use of the Sick Bank, Sick time for family illness, FMLA Leave, Leave of Absence other than FMLA Leave, and Floating Holidays are not available to employees during the probationary period. When absence is compensable under Worker's Compensation Law, an employee may use accumulated sick leave during the probationary period in accordance with Section 9.2 of this policy.

The Town Manager may extend leave during the probationary period only for special circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case, and denial of such a request is not subject to appeal.

5.1.10 - Exit Interview - A confidential exit interview shall be conducted during the final week of the employee's current position by the Town Manager or his designee. The purpose of an exit interview is to:

- ◆ Provide the departing employee with information and assistance and to further good employee relations.
- ◆ Provide the Town with insight into Town personnel and management practices.
- ◆ Inform the employee about benefits and retirement information.

Section 5.2 - Job Description:

The Town Manager or Human Resources Administrator will be responsible for preparing and periodically reviewing with the Department Head an appropriate job description for each position using a standardized form. An employee will have a copy of the job description for his/her position. The Human Resources Division shall be responsible for maintaining the current job description. This description shall include, but not be limited to, the following:

Classification Title, Department and Division, Exempt/Non-Exempt, Union Status, General Purpose, Supervision Received, Supervision Exercised, Essential Duties and Responsibilities, Peripheral Duties, Desired Minimum Qualifications, Special Requirements, Tools and Equipment Used, Physical Demands, Work Environment and Selection Guidelines.

Section 5.3 - Mandatory Reviews:

All new, promoted, transferred or demoted employees will be reviewed for performance purposes no later than six (6) months after assuming their assignments as such period may be extended pursuant to Section 5.1.9.

All new, promoted or transferred employees will be reviewed for compensation purposes concurrently with their performance review. If an employee is retained, based on the performance review, the employee will be granted a salary increase of no less than one step. The salary increase shall be effective on the date of the completion of the probationary period.

All salary increases in excess of 2 steps are subject to prior approval of the Board of Selectmen.

Section 5.4 - Maintenance of and Access to Personnel Records:

The Town Manager shall keep or cause to be kept, personnel records for each Town employee. The personnel records shall contain:

- ◆ Application for employment;
- ◆ Annual attendance (including vacation, sick leave and other leave used and accrued) for the past three (3) years, plus any additional record needed to determine accrued sick leave;
- ◆ Commendations and complaints;
- ◆ Reference verification;
- ◆ Tests and other information required prior to hiring;
- ◆ Professional development and other records accumulated during employment;
- ◆ Copies of performance evaluations;
- ◆ A record of any and all personnel actions taken;
- ◆ Copies of employee awards;
- ◆ INS Form I-9;
- ◆ Other pertinent information.

The employee's personnel records shall be maintained as up to date as reasonably practicable but in every case material shall be filed within three (3) months. Each employee shall have access to his/her complete personnel records upon notice of five (5) business days to the Town Manager or designee. All information in the personnel records shall be available in printed or electronic format. The employee shall be notified in writing when any information (except for routine salary adjustments) is added to or removed from his/her personnel records.

No employee shall have access to any other employee's personnel records except that a Department Head shall have access to the personnel records of any and all employees for whom the Department Head is responsible.

ARTICLE 6: CLASSIFICATION AND COMPENSATION PLANS

Section 6.1 - Classification Plan:

The Classification Plan as established and modified from time to time by the Board of Selectmen according to Bylaw is hereby designated Schedule A, and made a part hereof classifying by grade and specific job title and assigning to pay grades certain exempt and non-exempt positions in the service of the Town, other than those which are specifically exempted according to Article 4 (Applicability). This plan shall constitute the Classification Plan of the Town within the meaning of Section 108A of Chapter 41 of the General Laws.

The job title and job description for each position established by the Classification Plan shall be the official title of the position and of the incumbent of the position, and shall be used to the exclusion of all others for all purposes relating to the position including, but not limited to, payrolls and official records.

Before any individual may be hired, transferred or promoted into any newly established position, the position must be included in the classification by job title and pay grade. If the job position is not already included in the Classification Plan, then the

requesting department shall seek such classification approval through the Town Manager in advance of any request for funds.

The Town Manager may investigate and review the work of any position subject to the provisions of this policy and recommend reclassification of the position as required.

Reclassification is the result of a re-evaluation of a position to place it on the appropriate grade based on an internal and external study or to recognize a change in the duties and responsibilities of a position. Reclassification shall not be used as a device for promoting or demoting incumbents.

The Classification and Compensation Plans and job descriptions shall be reviewed on a periodic basis by the Town Manager, who shall recommend to the Board of Selectmen correction of disparities that may have developed. In proposing and implementing reclassifications, the Town Manager shall consult with Department Heads and Division Heads as appropriate.

No employee may be appointed to a position not included in the Classification Plan.

Section 6.2. Compensation Plan:

The Compensation Plan established and modified from time to time by the Board of Selectmen according to Bylaw is hereby designated Schedule B and made a part hereof, establishing compensation rates for each pay grade.

This plan may provide for rate progression through the steps. The compensation range established for any pay grade shall be the range for all positions assigned by job title to that pay grade. The rates set forth in Schedule B shall constitute the Compensation Plan of the Town within the meaning of Section 108A of Chapter 41 of the General Laws.

6.2.1. Total Compensation - The rates shown in Schedule B shall constitute the total remuneration for any position including pay in any form unless a specific exception is noted. The schedule does not include actual and authorized expenses necessarily incident to the employment. No employee shall receive compensation in any form from more than one department, subject to waiver by the Town Manager for specific circumstances.

6.2.2. Positions Funded by Grants - Individuals serving the Town, who are funded by State or Federal programs, shall be compensated at rates set forth in the Compensation Plan, unless the program mandates another rate of pay.

Employees, whose pay may be funded in part by State or Federal programs subject to approval by Town Meeting, may be supplemented in an amount recommended by the Town Manager which is necessary to properly relate them to the appropriate job title and pay grade in which they are to perform.

6.2.3. Cooperative, Training or Seasonal Employees - Cooperative or placement training college students and seasonal employees serving the Town shall be compensated at rates established by the Town Manager.

6.2.4. Starting Pay Rates - Individuals shall be paid no less than the minimum pay rate of the applicable grade. Consideration of a starting salary above the minimum must be based on skill and/or experience. Starting pay rates which exceed Step 8 must have prior approval by the Board of Selectmen.

6.2.5. Out of Classification Pay - An employee who is assigned in writing by the Department Head or the Town Manager to perform all of the job duties, and not merely individual tasks of a higher position, and replaces an absent employee for more than three (3) consecutive work days, shall be paid at the lowest step in the grade of the absent employee that will ensure an increase of 5% over their base pay.

6.2.6. Overtime Compensation - Overtime at the rate of time and a half shall be paid to non-exempt employees for the number of hours worked in excess of forty (40) or thirty seven and one-half (37 1/2) hours whichever is the regular work week of the employee.

6.2.7. Compensatory Time for Non-Exempt Employees - By mutual agreement between a Department Head and an employee, compensatory time in lieu of pay may be substituted on a time and a half basis for the number of hours worked in excess of forty (40) or thirty seven and one-half (37 1/2) hours whichever is the regular work week of the employee. The mutual agreement must occur before the work is performed. Compensatory time off may be accumulated to a maximum number of hours as an employee's regular work week and must be scheduled by mutual consent of the employee and the Department Head.

6.2.8. Compensatory Time for Exempt Employees - The Town recognizes that exempt employees are often required to work in excess of thirty seven and one-half (37 1/2) hours or forty (40) hours. Exempt employees recognize that the nature of exempt work is such that additional hours may be necessary to accomplish the requirements and responsibilities of the job.

Situations where exempt employees may not normally be eligible for compensatory time off include, but are not limited to, sporadic extra time to keep projects on schedule, attendance at evening meetings with Town Boards, Committees and Commissions and extra time required to catch up on routine work.

Situations where exempt employees may qualify for compensatory time off include, but are not limited to, sustained extra effort where the employee is requested by his/her Manager to work extra hours with little or no discretion on the employee's part as to whether or not to work or to schedule the work at a different time, and additional hours generally worked under a predetermined planned schedule arranged in advance.

By mutual agreement between a Department Head and an exempt employee, compensatory time is available at a rate of hour for hour. A maximum of one (1) week of compensatory time per calendar year may be utilized. Compensatory time will be taken with the Department Head's approval at the convenience of the Department, and no compensatory time will be carried over into a new calendar year. In the case of Department Heads, mutual agreement will be with the Town Manager. There shall be no payment of unused compensatory time at the end of the year.

ARTICLE 7: EMPLOYEE GUIDELINES

The Town of Reading expects its employees at all times to act in the best interests of the Town and its residents. This includes an expectation that all employees will meet the highest standards of ethics and honesty, that there will be no political activity on the part of the employee that could relate to the employee's position with the Town, and at all times the employee will act in a manner that will reflect well upon the employee and the Town.

Section 7.1 - Nepotism:

When in the normal selection process, relatives of Town employees or officials are considered for appointment or promotion, the Town Manager will be notified by the Department Head. No person shall be hired or promoted based upon their family relationship to another Town employee. No employee shall be in a position that provides supervision over his/her relative.

This policy is not for the purpose of depriving any person of an equal chance for employment with the Town, but is solely intended to eliminate the perception of or potential for preferential treatment of the relatives of government personnel.

This policy will not be construed to deprive any person employed on December 14, 1987, the effective date of this policy, of any promotional right in normal career development nor change the existing status of any employee. However, the Town may modify schedules, shifts, squads or work units to eliminate any potential for conflict under this policy.

Relatives, for the purpose of this policy, shall include all members of the immediate family including spouse, parents, brothers, sisters, direct line aunts and uncles and nieces and nephews, children, grandparents, grandchildren and in-laws. Cousins and aunts, uncles, nephews and nieces by marriage are not regarded as members of the immediate family for purposes of this policy.

Section 7.2 - Harassment and Discrimination Prohibited:

7.2.1. Introduction - The Town of Reading's goal is to promote and maintain a work environment that is free from discrimination and sexual harassment.

Discrimination or sexual harassment of any individual by an employee of the Town in the performance of that employee's duties, or in any way related to that employee's duties, or discrimination or sexual harassment of an employee by another employee is unlawful, strictly prohibited and will not be tolerated by the Town. Further, any retaliation against an individual who has complained about sexual harassment or discrimination or retaliation against individuals for cooperating with an investigation of a sexual harassment or discrimination complaint is similarly unlawful, will not be tolerated, and may result in disciplinary action. The Town will take reasonable action to protect all parties and witnesses involved in this process from retaliation.

To achieve the Town's goal of providing a workplace free from sexual harassment and discrimination, the conduct that is described in this policy will not be tolerated and the Town has provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees. Because the Town of Reading takes allegations of sexual harassment and discrimination seriously, we will respond promptly to complaints of sexual harassment and discrimination and where it is determined that such inappropriate conduct has occurred, the Town 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 the Town's goals of promoting a work environment that is free of sexual harassment and discrimination, this policy is not designed or intended to limit the Town's authority to discipline or take remedial action for workplace conduct which the Town deems unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment or constitutes discrimination.

7.2.2. - Definition of Sexual Harassment and Discrimination –

Discrimination occurs when actions, procedures, policies or personnel treat an individual adversely solely on the basis of the individual's race, color, religious creed, national origin, sex, age, ancestry, sexual orientation or disability. Discrimination on the basis of sex shall include, but not be limited to, sexual harassment.

Harassment on the basis of an individual's race, color, religious creed, national origin, sex, age, ancestry, sexual orientation or disability includes any unwelcome physical or verbal action toward another that has the purpose or effect of creating an intimidating, hostile, humiliating or offensive working environment. Examples of actions that may constitute harassment include, but are not limited to, the following:

- ◆ Using racial slurs;
- ◆ Displaying symbols of hate;
- ◆ Making generalizations about people;
- ◆ Using stereotypes;
- ◆ Telling racial or ethnic jokes;
- ◆ Displaying pictures of a sexual nature;
- ◆ Making derogatory comments of a sexual nature.

Sexual harassment is unwanted attention directed toward a person because of his or her gender. Sexual harassment in the workplace is unlawful and will not be tolerated. In Massachusetts, the definition of sexual harassment means sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature when:

(a) submission to or rejection of such advances, requests or conduct is made an implied or explicit term or condition of success in employment, or as a basis for employment conditions; or

(b) such advances, requests or conduct have the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, humiliating or offensive work environment.

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

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

While it is not possible to list all of 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 touching or not;
- ◆ Unwelcome leering or staring, whistling, catcalling or making offensive gestures or noises;
- ◆ Making suggestive remarks, sexual epithets, jokes of a sexual nature or using derogatory sexual terms;
- ◆ Displaying sexually suggestive photographs, cartoons, illustrations, pictures or objects;
- ◆ Blocking a person's movements;
- ◆ Unwelcome touching, brushing against the body, pinching, hugging, kissing or patting of the body, pulling or lifting of clothing; or the
- ◆ Pressuring a person for dates, commenting on an individual's body, commenting about an individual's sexual activity, deficiencies or prowess or providing information or discussing one's personal sexual experiences.

All employees must 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 of Reading.

Victimizing harassment in the form of bullying or victimizing is considered harassment under this policy. An employee is being bullied or victimized when he/she is exposed to negative actions on the part of one or more other employees, that have the purpose or effect of substantially interfering with the employee's work performance or creates an intimidating, hostile, or offensive work environment for the person. Examples of actions that may constitute victimizing harassment include, but are not limited to, the following:

- ◆ Physical threatening (bullying);
- ◆ Making comments about an individual's size, weight, height, etc.;
- ◆ Making comments about an individual's perceived lack of intelligence;
- ◆ Making undue use of negative sarcasm toward an individual.

7.2.3. Complaints of Discrimination or Sexual Harassment

Any employee who believes that he/she has been the victim of discrimination or sexual harassment has the right to file a complaint either in writing or orally. Complaints should be reported to one of the following people:

1. his/her supervisor or the next level of superior in the Department, or
2. Human Resources Administrator (781) 942-9033
Town Hall
16 Lowell Street
Reading, MA 01867, or
3. Town Manager (781) 942-9043
Town Hall
16 Lowell Street
Reading, MA 01867.

It is suggested, but not required, that an employee fill out a Complaint Form, which is available in the Human Resources Office. The Human Resources Administrator or the Town Manager is also available to discuss any concerns you may have and to provide information to you about the Town's policy on discrimination and sexual harassment and the complaint process.

7.2.4. Investigation - All complaints, verbal or written will be promptly investigated in a fair and expeditious manner. Within three (3) working days of receiving a verbal complaint or a written Complaint form, an investigator designated by the supervisor, Department Head, Human Resources Administrator or Town Manager shall meet with the subject of the reported discrimination or sexual harassment and begin the investigation. Any employee involved in an incident of discrimination or harassment can expect that: (1) the complaint will be taken seriously and will be appropriately investigated; (2) the investigation will begin promptly and proceed in a timely manner; (3) steps will be taken to stop any discriminating or harassing behavior; and (4) due process rights will be respected.

The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Complaints will be addressed in a confidential manner to protect the privacy of all individuals involved. Information provided under this policy will be disclosed with others on a need-to-know basis only. However, in order for the Town to take appropriate action, it may be necessary for the Town to disclose the complaining individual's name to the accused employee, and for the complaining individual to provide testimony before the accused employee in the presence of the appropriate authorities. The complaining individual and the accused employee may, if applicable, request union/association representation to assist him/her through the complaint process, in accordance with any process in any union contract that addresses the issue of an investigative procedure. After conducting an appropriate investigation, the investigator will determine whether the sexual harassment and discrimination policy has been violated and, if so, determine the severity of the behavior. To the extent appropriate, the Town will inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

7.2.5. Disciplinary Action - If it is determined that inappropriate conduct has occurred, the Town will act promptly to eliminate the offending conduct and where appropriate, disciplinary action will be imposed. The investigator will recommend to the employee's supervisor, Department Head, Human Resources Administrator or Town Manager the appropriate action to resolve the situation including, but not limited to, the following:

- ◆ Verbal warning or reprimand;
- ◆ Verbal or written apology to the alleged victim;
- ◆ Written warning or reprimand entered into the employee's file;
- ◆ Conference with the alleged victim;
- ◆ Attending required counseling;
- ◆ Receiving a letter from the alleged victim; or
- ◆ Suspension, demotion or dismissal subject to collective bargaining agreements and applicable Federal, State and local law and bylaws.

These actions are not to be considered as progressive actions but rather may be taken in any order or combination to effectively deal with the situation. Any action except for a verbal warning or reprimand, a verbal or written apology to the complaining individual, or a written warning or reprimand entered into the employee's file, shall be handled by the Town Manager. A written warning or reprimand, the requirement to have a conference with the complaining individual, the requirement to attend counseling sessions, the receipt of a letter from the complaining individual, or suspension or termination will all be documented in the accused employee's personnel file.

7.2.6. State and Federal Remedies – In addition to above, any person who believes that they have been subjected to sexual harassment or discrimination may file a formal complaint with either or both of the governmental agencies set below:

Massachusetts Commission Against
Discrimination (“MCAD”)
1 Ashburton Place, Room 601
Boston, MA 02108
(617) 994-6000

Equal Employment Opportunity
Commission (“EEOC”)
475 J.F.K. Federal Building
Government Center
Boston, MA 02203-0506
(617) 565-3200

Each of these agencies has a short time period for filing a complaint. (Equal Employment Opportunity Commission, 300 days; Massachusetts Commission Against Discrimination, 300 days.)

For claims of harassment against the Town Manager, see Article 5 of the Reading Home Rule Charter.

Section 7.3 - Conflict of Interest :

All employees shall comply with the State Conflict of Interest Law in all respects. In addition thereto:

1. Outside Employment - No employee shall accept outside employment if such outside employment directly interferes with an employee's performance. No employee shall receive or request compensation from, or act as an agent or attorney for anyone other than the municipality in relation to any matter in which the Town is a party or has a direct and substantial interest.

2. Solicitations and Acceptance of Gifts, Gratuities, Fees, Loans, etc. - No Town employee, acting in his/her professional capacity on behalf of the Town, shall solicit or accept any personal gift, gratuity, loan, fee or other thing of value. Employees may accept fees for work done on their own time provided the individual or group engaging the employee has no contractual relationship with the Town. No employee shall solicit any gift or gratuity from another employee.

3. No employee shall use or attempt to use his/her official position to secure unwarranted privileges or exemptions for him/herself or others.

4. No employee shall, by his/her conduct, give reasonable basis for the impression that any person can improperly influence or unduly enjoy his/her favor in the performance of official duties, or that he/she is unduly affected by the kinship, rank, position or influence of any party or person.

Employees should be aware of the Policy on Defense of Actions Brought Against Public Employees, available from the Town Manager, which the Board of Selectmen adopted and was effective as of July 1, 1996.

Section 7.4 - Political Activity:

It shall be the policy of the Town to appoint, promote, demote and remove all employees without regard to political considerations.

The political opinions or affiliations of any resident shall in no way affect the amount or quality of service a resident receives from the Town.

Town employees shall not engage in any political activities including, but not limited to, campaigning for themselves or individual candidates, or campaigning for support of or opposition to ballot questions, during working hours, nor in uniform nor on Town property (except in locations designated by the Town Manager), nor using Town resources including office space, equipment, vehicles, uniforms, etc. Employees shall not directly or indirectly use or seek to use the authority or influence of their positions to control or modify the political action of another person.

Any employee may, on his/her own time, and without the use of any Town resources, advocate for or against any ballot question. Town resources include office space, equipment, vehicles, uniforms, etc. Town employees may not participate in fund raising for any ballot question, may not solicit or receive any political funds from anyone, may not give, solicit, or receive political funds in any public building, and may not serve on any steering committee or as treasurer of any group that has as its purpose fund raising for any ballot question or candidate.

Nothing in this section shall be construed to prevent Town employees from becoming or continuing to be members of any political party, club or organization; attending political meetings during non-working hours, and not in uniform; expressing their views on political matters during non-working hours; circulating petitions on public questions or voting with complete freedom in any election.

Section 7.5 - Use of Town Property:

The use of Town property and supplies for personal use is not permitted. Personal telephone calls shall be limited in number and duration and in the event that a personal call is necessary, the Town will be reimbursed for its cost (if any).

Section 7.6 - Drug Free Workplace:

The Town of Reading workplace shall be drug-free. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on Town-owned property. Employees who violate this condition of employment will be subject to appropriate personnel action up to and including termination.

Every employee will be made aware of the dangers of substance abuse in the workplace, and will be notified of the intent to maintain a substance-free workplace. Every employee will be notified of the availability of drug counseling rehabilitation and any other employee assistance activities that may exist. The penalty for drug abuse or substance abuse, such as conviction for a violation occurring in the workplace, may be required participation in a program approved for drug abuse rehabilitation by the Federal, State, or local health agency.

As a further condition of employment, employees will abide by the terms of this statement, and notify the Town Manager of any criminal substance abuse conviction no later than five (5) days after such conviction.

ARTICLE 8: CHANGE OF EMPLOYMENT STATUS

Section 8.1 - Transfer:

A transfer takes place when an employee is assigned to a different job title with the same level of responsibility and at the same pay grade. A transfer may be either voluntary or involuntary.

Employees who desire to voluntarily transfer within the Town may do so upon approval of the Town Manager if a position vacancy exists, and if the supervisor of the vacant position finds the employee qualified.

A request for voluntary transfer to a different department shall be submitted in writing to the Town Manager, who shall review the request with the Department Heads, and make a finding regarding the employee's suitability for the position.

A request for voluntary transfer within a department shall be submitted in writing to the Department Head, who shall review the request, and make a recommendation to the Town Manager.

Employees whose services in a given position are no longer required, or whose performance fails to meet Town standards, may be transferred involuntarily to a different position.

Involuntary transfers shall be ordered in writing by the Town Manager after consultation with the Department Heads affected.

A probationary period shall be mandatory following transfers. Employment status, benefits and anniversary date will not be affected by transfers.

Section 8.2 - Promotion:

Promotion is the advancement of any employee to a position with a higher level of responsibility. Promotions may be awarded through the filling of a vacancy in a higher grade. Promotions may be temporary or permanent. When an employee is promoted to a higher job classification, he/she will be placed in the appropriate grade for the new job at a step which will ensure no less than a 5% increase in pay.

Promotions will be made by the Town Manager in consultation with the Department Head.

A probationary period shall be mandatory following promotions. Employment status, benefits and anniversary date will not be affected by promotions. If an employee whose current position does not include time off benefits is promoted to a position that does include time off benefits, he/she may use sick time as it accrues during the probationary period.

Section 8.3 – Demotion and Reassignment:

Demotion is the assignment of an employee from one position to a position with less responsibility. Demotions may be ordered by the Town Manager:

- ◆ as a disciplinary action or
- ◆ due to an unsatisfactory performance evaluation followed by continued unsatisfactory performance during the probationary period.

The Town Manager may, following consultation with a Department Head, assign the demoted employee to a position with lower level of responsibility and/or lower level of pay. A probationary period shall be mandatory following a demotion. Employment status, benefits and anniversary date will not be affected by demotions.

An employee may be reassigned from one position to a position with less responsibility. A reassignment may be ordered by the Town Manager because of

- ◆ a reclassification downward of an employee's position or
- ◆ the reorganization of Town services.

Employment status, benefits and anniversary date will not be affected by a reassignment.

Section 8.4 - Lay-Off:

Lay-off is the involuntary separation of an employee from the Town's service because of lack of work, lack of funds or the discontinuance of a position.

Lay-offs may be ordered for the above reasons, and may be for a definite or indefinite period of time. Lay-offs shall not be used as a disciplinary measure.

Lay-offs shall be determined by the Town Manager in the following circumstances:

- ◆ Upon discontinuance or reduction of a Town program or service;
- ◆ As a means of reducing salary and wage costs in order to meet budget restrictions;
- ◆ Upon reorganization of a Department or operating unit of the Town.

Lay-offs within positions performing the same functions shall be conducted in the following order:

1. Seasonal Employees
2. Temporary Employees
3. Part-time Employees
4. Full-time Employees

Employees separated by lay-off shall be given first consideration for new vacancies which may develop in the Town service within two (2) years.

Before ordering a lay-off, the Town Manager shall consult with the affected Department Heads. A determination shall be made on the number of positions to remain after the reduction in force is effected. Where possible, transfers, demotions and reassignment shall be offered prior to lay-offs, beginning at the highest level where reductions need to be made and then proceeding downward in the table of organization. Employees in the same level shall then be evaluated in terms of performance and length of service to determine retention status.

The Town will attempt, unless circumstances make it impractical, to give no less than thirty (30) days written notice to any employee whose job is being eliminated or reduced in hours.

Section 8.5 - Resignation:

Resignation is a voluntary action of any employee to terminate employment with the Town. A resignation shall be submitted in writing to the Town Manager with a copy to the Department Head at least two (2) weeks prior to the effective date of termination.

If at least two (2) weeks notice is not given, the employee shall be considered to have resigned not in good standing and shall forfeit any benefits accrued except as prohibited by law. Oral resignation will be deemed binding but shall not constitute resignation in good standing.

Section 8.6 - Retirement:

All employees covered under the Retirement System shall be governed by the requirements and provisions of the System relating to retirement age and benefits.

An employee contemplating retirement should notify the Human Resources Administrator in writing at the earliest date that such a decision is being considered, in order to be aware of what benefits may be available through early notice (6 months) of retirement. (See Sections 9.3 and 9.13.11 of these policies.)

The employee should notify the Town Manager as soon as possible but not less than two (2) months before retirement. The employee should also apply to the Retirement System if pension benefits are available.

ARTICLE 9: BENEFITS AND WORKING CONDITIONS

The following benefits apply to all regular employees of the Town whose regular work week is twenty (20) hours or more, unless noted differently in each section. Time off benefits shall be made available to part-time regular employees who work more than twenty (20) hours per week on a pro-rata basis. For example, if an employee works twenty eight (28) hours per week and the full time work schedule for the position is thirty seven and one half (37.5) hours per week, the employee will be entitled to 28/37.5 of the applicable benefits. A "day" of vacation would therefore be equal to 5.6 hours. No time off benefits are available to part-time employees who work less than twenty (20) hours per week.

All time off benefits are determined on a calendar year basis.

The Town will maintain a complete and accurate record of attendance for each employee, setting forth the amount of time off benefits available for the calendar year, the dates of time off benefits used and the amount of time off benefits remaining for the calendar year. Such record shall be available for inspection by the individual employee upon reasonable request and shall be reviewed periodically with the employee at least annually. The employee shall have the responsibility of reviewing the time off benefit record for accuracy.

The Board of Selectmen may, from time to time, develop alternative benefit packages for Department and Division Heads.

Section 9.1 - Service Credit:

Service credit is used primarily to determine eligibility for vacation and other time off benefits. Service to the Town shall be determined as the service accrued by a regular employee, commencing from the date of employment, or benefit date if it is different from date of employment, which is uninterrupted except by vacation, military service, or other authorized leave of absence pursuant to Section 9.9 Family and Medical Leave Act, and Section 9.10 Leaves of Absence other than FMLA Leave.

Termination for any reason shall constitute a break in service. If a former employee of the Town returns to the service of the Town and completes at least five (5) years of continuous service following such return, the amount of continuous service immediately preceding the interruption of work for the Town shall be added to the five (5) years of current service to compute a new Service Credit date. Service credit is not

granted for any period of time that the employee was a temporary employee or a part time nonbenefited employee. The probationary period will count for service credit.

An employee who has changed from regular part-time benefited status to regular full-time status will have service credit determined for the period of part-time service on a prorated basis. For example, if an employee worked six (6) years at 2/3 time, and then assumed a full-time position, the amount of service credit available for the part-time work would be four (4) years, and all hours of accrued vacation, personal leave or sick leave would be credited to the employee as earned.

An employee who has changed from full-time status to part-time status will retain their full amount of service credit, and accrued hours of vacation leave, floating holiday leave and sick leave will be credited to the employee as earned.

If the employee was eligible for and took sick leave buyback when he/she left the service of the Town, then the employee must repay to the Town the amount of money paid in sick leave buyback as a condition of being granted past accrued sick leave. The returning employee will be credited with the number of hours of sick leave that the buyback represented based on the rate of pay at the time of termination.

Section 9.2 - Sick Leave:

All regular full-time and regular part-time employees who work twenty (20) hours or more per week shall be eligible for payment from accrued sick leave for time absent due to illness, injury, or medical appointments that cannot be arranged after regular working hours. A policy on the procedure for informing a supervisor and/or Department Head of illness or injury will be used in each department.

Effective January 1, 2010 sick leave shall accrue on the basis of 1 (one) day per month of service beginning on the first day of the month of employment. Prior to January 1, 2010 sick leave shall accrue on the basis of 1 ¼ days per month. Unused sick leave shall be accumulated from year to year without limitation.

Up to five (5) days of accrued sick leave, not covered under Section 9.9 Family and Medical Leave Act, may be used by an employee to attend to a spouse, parent or child, or someone who lives in the same household as the employee, and who is ill. There will be no carry-over of this benefit from one calendar year to another calendar year. The Town Manager may extend the sick leave used in this manner beyond what is permitted. This extension of the leave will be granted only for extraordinary circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case and denial of such a request is not subject to appeal.

When absence by reason of sickness or injury is for a period of three (3) consecutive days or more, the Department Head may require the employee to submit a letter from a regularly licensed practicing physician giving the prognosis of the sickness or injury before the employee shall be entitled to sick leave with pay. The Town, at its expense, reserves the right to have a physician examine the employee.

When absence is compensable under Worker's Compensation Law, an employee may, upon signing written authorization, be paid the difference between Worker's Compensation benefits and his/her regular base salary until part or all of his/her accumulated sick leave has been used. Sick leave used in this manner shall be charged at a rate of 0.4 days for each day the employee is on Worker's Compensation leave.

An employee who is on paid vacation and who is hospitalized for an injury or illness, at his/her option and provided that he/she has sick leave available, may have

his/her vacation time changed to paid sick leave for the period of the actual hospitalization.

Section 9.3 - Sick Leave Buyback:

All employees hired after August 31, 2009 are ineligible for sick leave buyback.

Eligible employees hired prior to September 1, 2009 who terminate employment (except termination by the Town or resignation not in good standing) and who work twenty (20) hours or more per week, after seven (7) years of benefited employment, shall be paid for unused sick leave not exceeding one hundred (100) days at fifty percent (50%) of his/her daily rate of pay at the time of their termination. Sick leave buyback shall be paid to the estate of any employee who is eligible for it at the time of his/her death.

The following positions have always been ineligible for sick leave buyback unless the employee fulfilled the criteria below.

- | | |
|--|---|
| Appraiser | Library Director |
| Assistant Appraiser | Library Division Heads |
| Assistant Library Director | Network Administrator |
| Assistant Town Manager/Finance Director | Office Manager |
| Assistant Collector | Police Chief |
| Assistant Town Clerk | Police Business Administrator |
| Assistant Treasurer | Project Director |
| Building Inspector | Public Works Director |
| Community Services Director/Town Planner | Recreation Administrator |
| Conservation Administrator | Retirement Board Administrator/Assistant Town |
| Database Administrator | Accountant |
| DPW Business Administrator | Technology Coordinator |
| Elder/Human Services Administrator | Town Accountant |
| Fire Chief | Town Clerk |
| Forestry, Parks and Cemetery Supervisor | Town Engineer |
| GIS Coordinator | Treasurer Collector |
| Head Public Safety Dispatcher | Veteran's Service Officer |
| Health Services Administrator | Water/Sewer Supervisor |
| Highway/Equipment Supervisor | Water Quality Supervisor |
| Human Resources Administrator | |

Any employee among the above titles who as of December 14, 1987 (the time of the initial adoption of this policy) has already earned one hundred (100) unused sick days, and who was at that time eligible for sick leave buyback benefits, is grandfathered and will be compensated for sick leave buyback upon retirement or resignation.

Any employee who is promoted to one of the above titles and was eligible for sick leave buyback before being promoted, will be compensated upon retirement or resignation for unused sick leave not to exceed one hundred (100) days at 50% of his/her daily rate of pay that was in effect prior to the promotion. Should a promoted employee have less than one hundred (100) days of unused sick time at the time of promotion, he or she will not be able to add days to that total.

Section 9.4 - Advancement of Sick Leave:

It is recognized that, under some circumstances, an employee may be ill or injured and not have adequate accrued sick leave to cover the incident.

The Town Manager may, upon written request from an employee, with written endorsement from the employee's Department Head, advance up to two (2) weeks (10

working days) of sick leave to any regular full time or regular part time employee who works twenty (20) hours or more per week. Included in the consideration of approval of the advancement of sick leave will be:

1. The likelihood that the employee will be able to repay the advanced sick leave;
2. A pattern of abuse of sick leave which may be cause to deny the advancement of sick leave;
3. Whether the employee has used all accrued compensatory time or floating holidays. The Town Manager may require accrued vacation to be used prior to advancement of sick leave, depending upon the time of year the incident occurs and the amount of vacation time available;
4. Other factors that may be relevant to the issue of advancement of sick leave.

Section 9.5 - Sick Leave Bank:

A "Sick Leave Bank" shall be established and maintained for the purpose of protecting regular full time and regular part time benefited employees against loss of income due to long term illness or disability.

1. The Sick Leave Bank will be administered by a committee consisting of one (1) member to be elected from each of the constituent bargaining units that elects to participate (Engineers Unit, Public Works Unit, Police Officers, Police Superior Officers, Dispatchers and others) and appointees of the Town Manager one less than the aggregate number of members representing the Unions. All members of the Sick Leave Bank Committee shall be participants in the Sick Leave Bank.

2. Employees eligible to withdraw sick leave days from the Sick Leave Bank must make application to the Sick Leave Bank Committee. The Committee may review the employee's records of attendance kept by the Town. The Sick Leave Bank Committee's decision shall be by majority vote and shall be final and not subject to the grievance and arbitration procedure.

3. Sick leave days may be deposited in the Sick Leave Bank in the following manner: Any employee eligible to participate in the Sick Leave Bank shall contribute four (4) days of his/her accumulated sick leave on July 1st of the year that the employee initially joins the Sick Leave Bank. Employees will contribute two (2) days annually on July 1st for the following four years, and then one (1) day annually on July 1st thereafter, unless they give written notification to the Sick Leave Bank Committee by June 30th that they wish to withdraw their membership in the Sick Leave Bank.

4. The Sick Leave Bank Committee may, with the approval of the Town Manager, vote to change the number of days contributed per year. If the number of hours in the Sick Leave Bank falls below 10,000, or if the membership in the Sick Leave Bank fluctuates significantly, then the policy of contributing two (2) days yearly for all members may be reinstated.

5. Unlimited sick leave days may be credited to the Sick Leave Bank by all employees, provided that no employee shall contribute more than two (2) days per year unless approved pursuant to Paragraph 4 above.

6. In order to be eligible to apply to the Sick Leave Bank for withdrawal of sick leave days, the employee must have used up all of his/her own accumulated sick leave, and be a participant in the Sick Leave Bank.

7. In order to be eligible to make application to the Sick Leave Bank, an employee must have suffered an illness or disability resulting in thirty (30) consecutive days of

work missed; or resulting in five (5) days without pay, whichever comes first. That is, an employee with fewer than thirty (30) days of accumulated sick leave will not become eligible to withdraw sick leave from the Sick Leave Bank until he/she has gone five (5) consecutive work days without pay due to the same illness or injury; any employee with accumulated sick leave in excess of thirty (30) days shall be eligible to receive days from the Sick Leave Bank on the day following the exhaustion of his/her own accumulated sick leave. Paid vacation and/or floating holiday time may be allowed to be substituted for the five (5) days without pay. Notwithstanding the language in this paragraph, if an employee has missed thirty (30) days of work non-consecutively due to the same illness, then this paragraph may be waived by the Sick Leave Bank Committee.

8. The Sick Leave Bank Committee may require the employee to substitute paid accrued vacation and/or floating holiday leave for leave available from the Sick Leave Bank.

9. Any employee who is eligible for Worker's Compensation during the period of disability shall not be eligible for the use of the Sick Leave Bank.

10. Should the Sick Leave Bank be eliminated, all days accumulated shall be equally divided among the participants.

11. Applications to join or withdrawal time from the Sick Leave Bank may be obtained from any member of the Sick Leave Bank Committee or the Human Resources Administrator.

Section 9.6 - Bereavement:

9.6.1. Up to five (5) days leave with pay will be granted by the Town Manager for death in the immediate family. Immediate family is defined as a spouse, parent, grandparent, grandchild, brother, sister, son, daughter, mother-in-law, father-in-law, daughter-in-law or son-in-law.

9.6.2. One (1) day leave with pay will be granted to any employee to attend the funeral or other memorial service of other members of his/her family defined as aunt, uncle, sister-in-law, brother-in-law, niece or nephew.

9.6.3. This benefit is available to all regular full-time and regular part-time employees who work twenty (20) hours or more per week.

9.6.4. The Town Manager may grant the bereavement/emergency leave beyond what is permitted in 9.6.1, 9.6.2 or 9.6.3 above. This leave will be granted only for extraordinary circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case and denial of such a request is not subject to appeal.

Section 9.7 - Military Leave:

Employees who are regular employees and who serve in the Armed Forces of the Commonwealth, or as members of an organized unit of a ready reserve component of the Armed Forces of the United States, under orders, will be allowed the difference between base pay they receive for such service and their regular rate of compensation from the Town, in performance of the member's annual active duty for training requirements (e.g., the 2 or 3 week annual encampment).

Employees shall be entitled, during times of service in the Armed Forces of the Commonwealth or during tours of duty as members of a reserve component of the Armed Forces of the United States, to be released from work, without compensation, in order to

attend assigned weekly and week-end drills which require absence from normally scheduled work tours. Such absence for military duty must be in response to Federal or State authority; i.e., competent oral or written orders.

The Town, at its option, reserves the right to require the reservist to present written orders or suitable military documentation to support the military absence. Active (drilling) reservists are required to present their annual (or semiannual) unit training calendar to their supervisor within thirty (30) days of its publication. The employee will confirm his/her request for such military absence in accordance with existing Town policy for all other absences. In that all military absences cannot be forecasted so as to enable the reservist to comply with the Town's policy of advance notice, a reasonability standard will be applied. The reservist is required to give such reasonable notice, assuming he/she has been sufficiently informed by his/her military unit.

In accordance with General Laws Chapter 149, §52A, an employee who is a member of an organized unit of the ready reserve of the armed forces, who, in order to receive military training with the armed forces of the United States not exceeding seventeen days in any one calendar year, leaves a position other than a temporary position in the employ of any employer, and who shall give notice to his employer of the date of departure and date of return for the purposes of military training, and of the satisfactory completion of such training immediately thereafter, and who is still qualified to perform the duties of such position, shall be entitled to be restored to his previous, or a similar, position with the same status, pay and seniority, and such period of absence for military training shall be construed as an absence with leave. In addition, such absence for military training shall not affect the employee's right to receive normal vacation, sick leave, bonus, advancement and other advantages of his employment normally to be anticipated in his particular position.

Additional short term absences will be in an approved leave without pay status, and as such will be in accordance with Town policy for all employees in such leave without pay status. If the employee desires to maintain his/her insurance benefit package, he/she may do so at his/her option by paying both his and the employer's shares (contribution). In the event the insurance benefits are suspended during the military absence, they will be re-instituted immediately upon the employee's return to paid work status.

Employment seniority for retirement purposes and benefits will not be decreased due to military absences in compliance with competent military authority. Military absences served in the capacity of active duty (per 10 USC), as a member of the active forces, are limited to a cumulative total not to exceed five (5) years. Active military service in excess of five (5) cumulative years denies the employee the statutory protection of the Federal Act protecting reemployment rights of returning veteran (38 USC, Ch. 43).

Section 9.8 - Jury Service:

Any employee shall be allowed leave to fulfill jury duty. If the jury fees, exclusive of travel allowances, received by said employee for such jury duty shall be less than the regular pay received by him from the Town, the difference between said fees, and regular pay shall be paid to such employee by the Town. However, as a condition to receiving such payment, the employee agrees that if discharged for a reasonable portion of regular work hours, the employee will report to his/her supervisor for such work as

may be assigned. An employee performing such jury duty and who desires the benefits of this section may be required to present weekly to the Department Head a certificate by the Court or a duly authorized representative as to the time spent by the employee in such jury duty during such week.

Section 9.9 - Family and Medical Leave Act:

The provisions of the Family and Medical Leave Act of 1993 (FMLA) entitle an eligible employee to a total of twelve (12) workweeks of unpaid leave during a twelve (12) month period for one or more of the following reasons:

1. The birth and care of the newborn child of the employee;
2. The placement with the employee of a son or daughter for adoption or foster care;
3. To care for an immediate family member (spouse, child or parent) with a serious health condition;
4. To take medical leave when the employee is unable to work because of a serious health condition;
5. A qualifying exigency (need) arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member of the National Guard and Reserves on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation;
6. Military caregiver leave (i.e. covered service member leave) to care for a service member with a serious injury or illness incurred in the line of duty on active duty. Eligible employees who are the spouse, son, daughter, parent, next of kin (closest blood relative), are entitled to a special leave entitlement of up to 26 weeks to care for a covered service member during a single 12 month period.

Leave qualifying as FMLA may either be requested by the employee or will be designated as FMLA leave by the Town when it appears that the reason for the leave fits the Family and Medical Leave Act.

9.9.1 – Definitions – The following definitions apply to this Article:

1. Eligible Employee: An employee who has worked for the Town at least twelve months (consecutive or non-consecutive, provided that the break in service does not exceed seven years unless due to National Guard or Reserve military service obligations), and has actually worked 1,250 hours (including paid vacation and sick leave) during the previous 12 month period.

2. Twelve (12) Month Leave Period - The twelve (12) month period used for determining an employee's twelve (12) week FMLA leave entitlement will be a "rolling" twelve (12) month period measured backward from the date the employee begins the use of FMLA leave. The employee should submit a written request prior to the start of the FMLA leave.

3. Covered Service Member: A current member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

4. Qualifying Exigency: Must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, h) additional activities that arise out of active duty, provided that

the employer and the employee agree, including agreement on timing and duration of the leave.

5. Serious Health Conditions: An illness, injury, impairment or physical or mental condition that involves: a) incapacity or treatment as an in-patient in a hospital, hospice, or residential medical care facility, or b) incapacity caused by a health condition requiring absence from work, school, or other regular daily activities for more than three calendar days and requiring two visits to a health care provider, with the first visit within seven days of the onset and a second visit within 30 days of the capacity, or c) incapacity or continuing treatment by a health care provider for a chronic or long-term health condition requiring periodic health care visits for treatment (at least twice a year), or d) incapacity due to pregnancy or prenatal care, or e) incapacity that is permanent or long-term due to a condition for which treatment may not be effective, or f) absences to receive multiple treatments for a condition that likely would result in an incapacity of more than three consecutive days if left untreated.

9.9.2 - Health Insurance Continuation - The Town will maintain health plan coverage for any employee who takes FMLA at the same level and conditions that would have applied if the employee had not taken leave. The employee must continue to pay his or her share of this coverage, either through payroll deduction or over the counter in the Treasurer's Office. If the employee fails to return to work following the expiration of the period of FMLA leave, the employee will be obligated to pay to the Town the entire Town contribution to the employee's medical insurance plan for the entire period of FMLA leave, except in certain limited circumstances required by law.

9.9.3 - Benefits - The employee will not accrue any vacation time, sick leave, holidays, personal leave, floating holidays, clothing allowance, seniority, bereavement leave or other benefits during any unpaid part of leave. After returning from FMLA leave, however, he/she will receive all vacation time, sick leave, seniority and other benefits for which he or she was eligible prior to the start of the leave.

9.9.4 - Guarantee of Job - The employee will be able to return to his or her prior position or a position with equivalent benefits, pay and other terms and conditions of employment. An exception to this guarantee is that the highest paid ten percent (10 %) employees of the Town may be notified that their leave, or the continuation of their leave, would cause grievous economic injury to the Town and cannot be granted. If one of these employees elects not to return to work after such a notice, the Town may then deny later reinstatement.

9.9.5 - Limits - The following limits will apply to the leave granted under this Article:

1. Leave for the birth or placement of a child expires at the end of the twelve (12) month period beginning on the date of such birth or placement;
2. Leave for the birth or placement of a child or placement of a child for adoption or foster care may not be taken intermittently;
3. Leave for the birth or placement of a child or to care for a sick parent may be limited to a total of twelve (12) weeks when both a husband and wife work for the Town and are eligible for leave;
4. A son or daughter for whom family medical leave may be taken is one under 18 years of age or one who is incapable of self care because of mental or physical disability;

5. A son or daughter includes an adopted, foster or stepchild, a legal ward or a child of a person standing in loco parentis;

6. A parent includes biological or adoptive parents of an employee, or a person who stands or stood in loco parentis to an employee;

7. Spouse means a husband or wife under the Laws of the Commonwealth of Massachusetts;

8. The Town shall require the employee to substitute paid accrued vacation, floating holiday or sick leave for leave available under the Act;

9. Under this policy, an employee can only substitute paid sick leave for his or her own leave because of a serious health condition and not for that of a spouse, son, daughter or parent, except that which is allowed for family illness in Section 9.2;

10. When medically necessary, leave for a serious health condition may be taken intermittently. The Town may require an employee to provide certification for intermittent leave for planned medical treatment indicating the timing and duration of treatment. The Town may also require the employee to transfer to a position with equivalent pay and benefits which may better accommodate recurring periods of leave;

11. The Town may require thirty (30) days notice of planned medical treatment, or such notice as is practicable;

12. The Town may require proof from a health care provider of a serious health condition of a family member or employee, to include:

(a) The date on which condition commenced;

(b) The probable duration of the condition;

(c) The appropriate medical facts about the condition within the knowledge of the health care provider;

(d) Either a statement that the employee is needed to care for a family member or that the employee is unable to perform the functions of his or her position;

(e) In the case of intermittent or reduced leave for planned medical treatment, the dates on which treatment is scheduled and its expected duration;

13. The Town may require the employee to obtain the opinion of a second health care provider of its choosing; a third opinion may also be sought which is to be approved by both parties and which is binding. The Town will pay for these opinions;

14. The Town may require recertification of the serious health condition during a leave, and may require an employee to report on his or her status and intention to return to work;

15. An employee must supply the Town with a fitness for duty note from a health care provider before a return to work from a serious health condition.

Section 9.10 - Leaves of Absence other than FMLA Leave:

The Town Manager may grant leaves of absence, other than leave under the Family Medical Leave Act leave, for good cause without pay to all employees. In reviewing requests for leave, consideration shall be given to:

1. The nature of the reason;

2. The employee's work record;

3. Impact on operation of the Town.

The leave may be immediately canceled if the employee unilaterally does not comply with the terms of the leave agreed upon.

All requests for leave must be in writing, and a recommendation by the Department Head in writing is required.

The period of absence in excess of thirty (30) days shall not be included in an employee's time of continuous service in determining seniority, longevity and determining vacation.

The rate of pay for an employee returning from a leave of absence shall be the applicable pay for the same position which the employee held immediately prior to the leave, if the employee is returning to the same position.

Benefits will not accrue during a leave of absence in excess of thirty (30) days. Specifically, no paid holidays, vacation, floating holidays or sick leave will accrue.

The Town will not make any payment toward an employee's health or life insurance plans for the period of the leave in excess of thirty (30) days. Employees have the option, however, of maintaining their coverage after the thirty (30) day period by paying the full premium cost. The Treasurer's Office must be notified by the employee if coverage is desired so that the premium cost can be paid directly by the employee for the period of the leave.

Section 9.11 – Small Necessities Leave Act

The Small Necessities Leave Act provides up to twenty-four (24) hours of unpaid leave during any 12-month period to an eligible employee for the purpose of:

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

This leave is in addition to any leave the employee may be entitled to under the Family and Medical Leave Act (FMLA).

9.11.1 Eligibility - The following shall be conditions for eligibility under this Section:

- ◆ Those who have been employed for at least twelve (12) months;
- ◆ Those who have provided at least 1,250 hours of service, including paid vacation

and sick leave in the twelve (12) month period prior to the leave request.

9.11.2 Timing of Twelve (12) Month Leave Period - The twelve (12) month period used for determining an employee's 24 hours of leave entitlement will be a "rolling" twelve (12) month period measured backward from the date the employee begins the use of the leave.

9.11.3 Limits – The following limits will apply to the leave granted under this section:

1. An employee is required to provide his/her employer with at least seven (7) days notice when the need for leave is foreseeable. If the need for leave is not foreseeable, the employee is required to provide the employer with such notice as is practicable under the circumstances.

2. The Town shall require the employee to substitute paid accrued vacation, floating holiday or sick leave for any of the leave available under this Act. However, an employer is not required to provide paid sick leave in any situation in which the employer would not normally provide such leave.

3. An employee may take leave under this Act on an intermittent or reduced leave basis.

Section 9.12 - Holidays:

9.12.1. All regular full time and regular part time employees who work twenty (20) or more hours per week shall be entitled to the following eleven (11) holidays with pay when they fall within the regular work week:

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

9.12.2. At the beginning of each calendar year the Town will notify employees on which week day a holiday will be celebrated if it is scheduled to fall on a weekend day.

9.12.3. In the event a non-exempt employee is required to work on a Town-recognized holiday, he/she shall be compensated for the number of hours worked at double time. In the event an exempt employee is required to work on a Town-recognized holiday, he/she will be given an alternative day off within twenty eight (28) calendar days at the convenience of the Department.

9.12.4. A "floating holiday" is a day off to be taken at the employee's discretion with the prior approval of the Department Head. Each employee will be given two (2) floating holidays per calendar year, and the holidays must be used in that calendar year. A floating holiday will not be available to an employee during his/her probationary period.

9.12.5. In order to qualify for paid holidays, an employee shall have been employed on the last regularly scheduled work day prior to, and the next regularly scheduled day following such holiday.

9.12.6. An employee who is not scheduled to work on the day of a holiday shall take holiday time on one of his/her regularly scheduled days that week.

9.12.7. Any employee hired after May 31st and who has completed the probationary period before Jan 1st may carryover the prorated floating holiday hours into the following year to be used by June 30th.

Section 9.13 - Vacations:

Paid vacations are available to all regular full time and regular part time employees who work twenty (20) or more hours per week. The following applies to all non-exempt employees as defined in Section 3.6.5. All exempt employees, as defined in Section 3.6.4, will be eligible for one more additional vacation week than described in Sections 9.13.1 through 9.13.5 below. See the chart below.

9.13.1. Vacation shall accrue at the rate of 5/6 days per month for the remaining portion of the calendar year in which the employee is hired. Thereafter, vacation will be

advanced to an employee on January 1 for the entire calendar year. No paid vacation will be taken during the probationary period.

9.13.2. Two (2) weeks' vacation with pay will be advanced to all regular employees beginning January 1 after their employment.

9.13.3. Three (3) weeks' vacation with pay will be advanced to all regular employees beginning on the date of completion of their fifth year of continuous service. On January 1 of the year in which the completion of the fifth year of continuous service is to be met, the vacation advanced will be the two (2) weeks earned plus the prorated amount of the third week earned that year.

9.13.4. Four (4) weeks' vacation with pay will be advanced to all regular employees beginning on the date of completion of their tenth year of continuous service. On January 1 of the year in which the completion of the tenth year continuous service is to be met, the vacation advanced will be three (3) weeks earned plus the prorated amount of the fourth week earned that year.

9.13.5. A fifth week of vacation with pay will be phased in for all regular employees who have completed their twentieth year of continuous service. On January 1 of the year in which the completion of the 20th, 21st, 22nd, 23rd or 24th year of continuous service are to be met, one (1) additional day each year of vacation in addition to the four (4) weeks previously earned will be advanced so that upon the completion of the 24th year of service, a total of five (5) weeks of paid vacation will be earned.

VACATION SCHEDULE FOR ALL ELIGIBLE EMPLOYEES		
	NUMBER OF VACATION DAYS	
Completed years of employment	COLUMN A Non-Exempt Employees	COLUMN B Exempt Employees
0 – 4	10	15
5 – 9	15	20
10	20	21
11	20	22
12	20	23
13	20	24
14	20	25 (maximum)
15 – 19	20	
20	21	
21	22	
22	23	
23	24	
24	25 (maximum)	

9.13.6. The Town Manager may set a different vacation schedule based upon relevant years of service with another municipality, the Commonwealth of Massachusetts, or in the private sector.

9.13.7. Vacations must be taken within the calendar year. An employee advanced up to three (3) weeks vacation may elect to carry over one week of vacation into the next calendar year. An employee advanced four (4) weeks or more vacation may carry over up to two (2) weeks of vacation into the next calendar year. Any vacation carried over

must be taken by June 30th of the next calendar year. All carry over must have prior approval of the Department Head.

9.13.8. Vacations are scheduled under the direction of the Department Head at the convenience of the Department.

9.13.9. If a holiday falls within the vacation period, one day will be added to the vacation.

9.13.10. Whenever the employment of a person is terminated during the year by dismissal through no fault or delinquency on his/her part, or by resignation in good standing, retirement or death, he/she or his/her estate shall be paid at the regular rate of compensation payable at the termination of employment, an amount in lieu of earned but unused vacation.

9.13.11. An employee who terminates employment with the Town and who has taken vacation in excess of that which has accrued (determined on the monthly accrual basis referred to in 9.13.1) must compensate the Town for the excess vacation either directly or by withholding from paychecks. Employees who are retiring and give at least six (6) months notice will be entitled to the full year's paid vacation without pro-ration. This option is available only once. If, after giving six (6) months notice, an employee decides not to retire, the employee may not take advantage of this option again.

Section 9.14. Group Health and Life Insurance Benefits:

The Town complies with State Law regarding group health and life insurance. The Town will provide and may amend a package of group health and life insurance benefits to its regular full time and regular part time employees who work twenty (20) or more hours per week. Employees have a right to choose from among available medical benefits or may decline such benefits.

The benefit plan, if any, in effect for each employee at the time of retirement shall be the plan to which the employee is entitled. The Town recognizes the validity of a coalition bargained agreement dealing with the subject of group health and life insurance, and the Town and its employees recognize that, unless there is a change in State statutes to the contrary, they are bound by this agreement as it may be modified through the coalition bargaining process from time to time.

Section 9.15. Employee Awards:

The Town may establish and operate, in accordance with Chapter 40-5-43 of the Laws of the Commonwealth, an Awards Program for Reading Town Employees to provide for the recognition of outstanding performance by an employee(s) as follows:

1. In making suggestions that result in cost savings to the Town, or providing better service to Town residents;
2. Act of bravery or heroism;
3. Development of a more efficient manner of performing required jobs;
4. Provision of outstanding service to the Town or its residents;
5. Accomplishments of an outstanding nature in the employee's profession;
6. Other similar areas that shall be determined from time to time.

The Reading Employee Awards Committee (REAC) shall consist of the Town Manager; one employee from each department appointed by the Town Manager for staggered three (3) year terms, and a member of the Board of Selectmen appointed by the

Board for a one (1) year term. The REAC shall also administer special employee awards as may be established.

Receipt of an employee award shall be entered in the employee's permanent personnel record.

Section 9.16. Employee Assistance Program:

The Town of Reading may offer its regular employees and/or their immediate families an Employee Assistance Program hereafter known as "EAP". The goals of this program are:

1. To retain valued employees;
2. To restore productivity through early identification of personal problems; and
3. To motivate employees to seek help with life management problems.

The EAP consists of an outside counseling group retained by the Town to provide professional counseling and referral services. Their trained personnel can quickly assess an employee's problem, provide short-term counseling and/or referral and follow-up services until the problem is resolved.

Talking to an EAP counselor is free. Costs occur to the employee only if professional help is recommended by the counselor. Most professional services will be covered, either partially or totally, by the employee's existing health insurance.

Information on the EAP will be posted prominently, will be available in all Town buildings, and will be available from Department Heads and the Human Resources Division.

An employee's private life is not the concern of the Town. However, when an employee's personal life problems and stress begin to affect his/her job performance or attendance, the matter becomes a justifiable concern of the Town.

When an employee's job performance is impaired, normal supervisory assistance will serve as the motivation by which employee's job performance will return to an acceptable level in most cases. In those cases where normal remedial or supervisory assistance does not correct performance problems, outside or personal problems may be the cause.

The Town encourages all employees experiencing physical illness, mental or emotional distress, financial hardships, marital or family difficulties, substance abuse or addiction, legal problems or any other concerns, to seek appropriate help. In most cases, identifying the problem and receiving appropriate assistance will lead to its successful resolution. The Town supports and encourages employees in their efforts to resolve personal or family problems.

The Town believes an employee's job performance may be affected by the problems of family members. For this reason, the Town extends the same offer of assistance to the immediate family of all regular employees.

All contacts with the Employee Assistance Program are completely confidential. Records are kept at the EAP offices, and may not be released without the employee's written consent.

The Town's concern with life management problems is strictly limited to an employee's job performance. Employees are assured that their job security, future reputation or promotional opportunities will not be jeopardized by participation in the EAP.

Participation in the EAP is, however, voluntary. In cases where a supervisor has suggested the services of the EAP, the employee may elect not to take advantage of it. Where disciplinary action has been initiated, such procedures will continue. Disciplinary action may continue whether or not an employee participates in the EAP. If an employee does take advantage of the EAP, it still remains the employee's responsibility to meet job requirements. The EAP is meant to be a positive adjunct for employees, not a way to excuse substandard performance.

Section 9.17. Employee Development:

It is the policy of the Town of Reading to encourage employee development on the part of regular full time and regular part time employees when the employee development will enable them to better perform their current jobs, and when it will prepare them for advancement and promotion within the Town.

Employee development may include conferences, seminars, non-accredited courses, accredited college courses, college courses while enrolled in a degree program and enrichment programs offered by the Town.

In order to encourage employee development, the Town will pay for costs reasonably related to the programs included in the definition of continuing education. These costs may include tuition, registration and books and publications. Parking, mileage or other transportation, meals and lodging, if the program is away from the immediate area, will be evaluated on a case-by-case basis, and may be paid when the employee development is directly related to the existing job of the employee and is not part of a degree program.

Attendance at employee development programs is dependent upon the following:

1. The employee must have completed the probationary period;
2. The employee development program must be related to the employee's current job or a job that can reasonably be expected to be available with the Town in the near future;
3. Adequate appropriation in the Municipal Budget dedicated to employee development;
4. The Division or Department Head must feel that attendance at the program will not adversely affect the functioning of the Division or Department in the employee's absence;
5. Application to attend the program must be made in writing and approved by the Division and Department Head and the Town Manager in advance of the beginning of the program;
6. The employee must complete the program with a grade of "C" or better with satisfactory completion of the course if the course is ungraded.

An employee development program that is directly related to a current job held by an employee may be taken during working hours.

Section 9.18. Office Closings:

In extreme cases, the Town Manager may order the closing, late opening or early closing of non-essential buildings such as the Town Hall or the Library. Every effort will be made to contact employees directly either by "telephone trees" or electronic notification. In such instances, employees will not be charged for the time off, but

neither will employees who had already arranged for paid time off be credited with that time.

In cases of severe weather and driving conditions, the Town will exercise flexibility in arrival and leaving times, so long as the time is made up or charged to vacation or floating holiday leave.

In cases where an employee feels personally at risk due to extreme weather conditions, or other extreme emergency, and an office closing has not been ordered, the employee may make up the time or take accrued vacation or floating holiday leave for that day or part of a day that he/she chooses not to come to work or chooses to leave early.

It is the responsibility of the Department Head to ensure that there is adequate office coverage at all times when Town buildings are open for business.

Section 9.19. Personal Property:

The Town shall reimburse employees for the reasonable replacement cost of personal property (glasses, artificial teeth, watches, etc.) which is required by the job and damaged by accident in the course of employment. Employees should use all reasonable precautions to prevent loss or damage by accident to personal property.

ARTICLE 10: DISCIPLINARY ACTION

Disciplinary action is the action taken as a result of unsatisfactory performance, absenteeism, or misconduct by an employee.

Among those actions which may result in immediate suspension without pay, demotion or dismissal are the following:

1. Absence from duty for one (1) work day or more without notice and/or without approval of the employee's supervisor. This shall be termed a resignation not in good standing;
2. Insubordination or serious breach of discipline;
3. Intoxication or use of alcohol, drugs or controlled hazardous substances while on duty;
4. Chronic or excessive absenteeism;
5. Disorderly conduct while on duty;
6. Breaking of any Town, State or Federal law while at work;
7. Conviction of a criminal act or offense;
8. Negligence, willful damage or private use of public property or of public supplies;
9. Use or attempt to use one's authority or official influence to control or modify the political actions of any Town employee, or engaging in any form of political activity during working hours.

This list is for illustrative purposes only.

Action for the offenses listed below will generally be taken in the following order: oral reprimand, written reprimand, suspension with or without pay, demotion and dismissal. The Town reserves the right to take any form of disciplinary action, including

dismissal, for any offense depending on the seriousness of the offense, or where it believes the public health, safety, or welfare warrants other action or where the Town Manager believes other action is necessary.

1. Neglect of duty;
2. Failure to report to work after authorized leave has expired, or after such leave has been disapproved or revoked;
3. Incompetence or inefficiency;
4. Willful violation of any statutes, rules, regulations, Departmental regulations, or policies relating to Town employees.

Oral reprimands may be administered by the Department Head or by the Town Manager. An employee who is issued an oral reprimand will be specifically informed of the oral reprimand, and the Department Head may keep a written notation of the oral reprimand although that notation will not be kept in a personnel file.

A written reprimand may be issued by the Department Head with a copy to the Town Manager, or by the Town Manager directly with a copy to the Department Head, and a copy will be included in the personnel file.

All other forms of discipline will be administered by the Town Manager upon consultation with the Department Head. A record of all disciplinary action (except for oral reprimands) will be included in the employee's personnel file.

Any employee being disciplined shall have a right to be informed of the charges and penalties assessed, and shall have a right to discuss these with the Department Head or Town Manager, whoever is administering the discipline. Appeal from a disciplinary action may be made in accordance with Article 11.

ARTICLE 11: COMPLAINTS PROCEDURE

All differences, disputes and complaints that may arise between Town employees and their respective Departments shall be considered at reasonable times during working hours and handled in the following steps:

Step 1 - Within seven (7) calendar days following the incident which gave rise to the complaint, the aggrieved employee may take his/her complaint to the immediate supervisor for resolution. If the matter is not resolved to the satisfaction of the employee within two (2) working days, the employee may proceed to Step 2.

Step 2 - Within seven (7) calendar days following the completion of Step 1, the employee may meet with his/her immediate supervisor and the appropriate Department Head to resolve the complaint. If the complaint is not resolved to the satisfaction of the employee within seven (7) calendar days, the employee may proceed to Step 3.

Step 3 - Within seven (7) calendar days following the completion of Step 2, the employee may notify the Town Manager, in writing, of his/her complaint. If the complaint is not resolved to the satisfaction of the employee within fourteen (14) calendar days, the complaint may proceed to Step 4.

Step 4 - Within seven (7) calendar days following the completion of Step 3, the employee may request a meeting with the Board of Selectmen. The meeting shall be held

within twenty eight (28) calendar days of the request. The decision of the Board of Selectmen shall be final and binding upon all parties concerned.

All differences, disputes and complaints that may arise between Library employees and their supervisors shall be handled in the manner stated above, except the Board of Library Trustees shall be substituted for the Town Manager in Step 3.

ARTICLE 12: CONFLICT WITH CIVIL SERVICE AND OTHER REGULATIONS

Nothing in this Policy shall be construed to conflict with Chapter 31 of the Massachusetts General Laws.

To the extent that these policies conflict with applicable Civil Service or other requirements, and the Civil Service or other requirements are binding on the Town, the Civil Service or other requirements shall apply only to the extent that there is a conflict.

Generally to the extent there is any conflict between the terms of these personnel policies and the Charter or the By-Laws, the terms of the Charter or the By-Laws shall control. If there is any conflict between the terms of these personnel policies and any written or collective bargaining agreement, the terms of the written contract or collective bargaining agreement shall control only to the extent that there is a conflict.

ARTICLE 13: EFFECT OF INVALIDITY

The invalidity of any section or provision of this policy shall not invalidate any other section or provision thereof.

ARTICLE 14: EFFECTIVE DATE

This policy is effective as of the date it is approved by the Board of Selectmen. This policy will not be construed to deprive any person employed at the effective date of this policy of any promotional right in normal career development, nor change the existing status of any employee. However, the Town may modify schedules, shifts, squads, or work units to eliminate any potential for conflict under this policy.

Original Adoption:	December 1988
Revised:	December 18, 1990
	September 13, 1994
	August 26, 1997
	December 14, 1999
	May 21, 2002
	April 15, 2003

The following schedules are available from the Human Resources Administrator.
Schedule A-1, Classification Plan
Schedule B-1, Compensation Plan
Schedule A-2, Classification Plan - Seasonal Employee
Schedule B-2, Compensation Plan - Seasonal Employee