

Town of Reading Massachusetts



PERSONNEL POLICIES

(Revised September 13, 2022)

**TOWN OF READING, MASSACHUSETTS
PERSONNEL POLICIES**

ARTICLE 1: AUTHORIZATION 1

ARTICLE 2: STATEMENT OF PERSONNEL PHILOSOPHY 1

ARTICLE 3: DEFINITIONS..... 2

SECTION 3.1. APPOINTING AUTHORITY:..... 2

SECTION 3.2. CHARTER: 2

SECTION 3.3. CONTINUOUS SERVICE:..... 2

SECTION 3.4. DEPARTMENT: 2

SECTION 3.5. DEPARTMENT HEAD:..... 2

SECTION 3.6. EMPLOYEE: 2

SECTION 3.7. HUMAN RESOURCES DIRECTOR: 2

SECTION 3.8. POSITION:..... 2

SECTION 3.9. TOWN:..... 2

ARTICLE 4: APPLICABILITY 2

ARTICLE 5: ADMINISTRATION 3

SECTION 5.1. HIRING: 3

SECTION 5.2. JOB DESCRIPTION: 4

SECTION 5.3. MANDATORY REVIEWS:..... 4

SECTION 5.4. MAINTENANCE OF AND ACCESS TO PERSONNEL FILE AND RECORDS:..... 4

ARTICLE 6: CLASSIFICATION AND COMPENSATION PLANS 5

SECTION 6.1. CLASSIFICATION PLAN:..... 5

SECTION 6.2. COMPENSATION PLAN: 5

ARTICLE 7: EMPLOYEE GUIDELINES 6

SECTION 7.1. NEPOTISM: 6

SECTION 7.2. WORKPLACE HARASSMENT AND DISCRIMINATION PROHIBITED: 7

SECTION 7.3. CONFLICT OF INTEREST: 11

SECTION 7.4. POLITICAL ACTIVITY:..... 11

SECTION 7.5. USE OF TOWN PROPERTY:..... 11

SECTION 7.6. DRUG FREE WORKPLACE: 11

ARTICLE 8: CHANGE OF EMPLOYMENT STATUS..... 12

SECTION 8.1. TRANSFER: 12

SECTION 8.2. PROMOTION:..... 12

SECTION 8.3. DEMOTION: 12

SECTION 8.4. LAY-OFF:..... 12

SECTION 8.5. RESIGNATION: 13

SECTION 8.6. RETIREMENT:..... 13

ARTICLE 9: TIME OFF BENEFITS AND WORKING CONDITIONS 13

SECTION 9.1. SERVICE CREDIT: 13

SECTION 9.2. SICK LEAVE, ACCIDENT REPORTING AND WORKER’S COMPENSATION: 14

SECTION 9.3. SICK LEAVE BUYBACK: 14

SECTION 9.4. SICK LEAVE BANK: 15

SECTION 9.5. BEREAVEMENT:..... 15

SECTION 9.6. MILITARY LEAVE:.....	15
SECTION 9.7. JURY SERVICE:.....	16
SECTION 9.8. FAMILY AND MEDICAL LEAVE ACT:.....	16
SECTION 9.9. MASSACHUSETTS PARENTAL LEAVE ACT:	18
SECTION 9.10. MASSCHUSETTS DOMESTIC VIOLENCE LEAVE ACT:.....	18
SECTION 9.11. UNPAID LEAVES OF ABSENCE - OTHER THAN FMLA LEAVE:.....	18
SECTION 9.12. SMALL NECESSITIES LEAVE ACT:	19
SECTION 9.13. HOLIDAYS:	19
SECTION 9.14. VACATIONS:	19
SECTION 9.15. FLOATING HOLIDAYS:	21
SECTION 9.16. GROUP HEALTH AND LIFE INSURANCE BENEFITS:	21
SECTION 9.17. EMPLOYEE ASSISTANCE PROGRAM:.....	21
SECTION 9.18. PROFESSIONAL DEVELOPMENT:.....	22
SECTION 9.19. OFFICE CLOSINGS:	22
SECTION 9.20. PERSONAL PROPERTY:	22
SECTION 9.21. TECHNOLOGY EQUIPMENT AND INTERNET USAGE:.....	22
SECTION 9.22. REMOTE WORK:	22
ARTICLE 10: DISCIPLINARY ACTION	23
ARTICLE 11: COMPLAINTS PROCEDURE	23
ARTICLE 12: CONFLICT WITH CIVIL SERVICE AND OTHER REGULATIONS.....	24
ARTICLE 13: EFFECT OF INVALIDITY	24
ARTICLE 14: EFFECTIVE DATE.....	24

TOWN OF READING, MASSACHUSETTS

PERSONNEL POLICIES

ARTICLE 1: AUTHORIZATION

The following policies are adopted by the Select Board pursuant to their authority under Section 3.2 of the Reading Home Rule Charter, and under Article 4 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 Select Board 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 SELECT BOARD.**

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 9.18).
- ◆ 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 Equal Opportunity Policy.
- ◆ Over-staffing will be avoided. Temporary peaks in workload will be filled, where possible, with temporary help. Regular employees 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, employees 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 political activity or any protected classes as classified by the Massachusetts General Laws, Chapter 151B, Section 4.

- ◆ The Town will develop, implement and maintain a positive equal opportunity policy 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 ½) 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's designated FLSA classification that is not entitled to receive overtime compensation. This employee may have 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.

3.6.5. Non-Exempt Employee: An employee's designated FLSA classification that is entitled to receive overtime compensation.

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

This Policy shall apply to all Town Departments, except the School Department, Municipal Light Department, Retirement Board, and those positions governed wholly or in part, by statute, collective bargaining agreement, Bylaw, Charter, or regulation superior to this Policy.

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 4, Appointed Boards or Committees, Section 4.1, Board of Assessors.]
- ◆ In the Accounting Department, the Select Board shall appoint the Town Accountant. (See Town of Reading Home Rule Charter, Article 3, Section 3.2, Select Board.)

These Personnel Policies are not an employment contract. The terms and provisions of these Policies are not contractually-binding or are contract-like assurances or promises. The Town of Reading reserves the right to change or eliminate any policies, procedures, rules or benefits described in these Personnel Policies.

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 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 Equal Opportunity policy. Where two or more in-house candidates apply for a position, qualifications including seniority and length of service may be considered.

5.1.3. Posting and Advertising: The Human Resources Director in consultation with the Department Head shall prepare the posting and advertisement to solicit applicants. The Town will notify via email and post the availability of a vacant position on its website and in each Town building for a period of seven (7) calendar days. Nothing shall prohibit the Town from advertising the position to outside candidates at the same time that it is posted. Advertisements shall be organized by the Human Resources Director, or their designee, to attract qualified applicants adhering to Equal Employment Opportunity goals.

5.1.4. Application: All prospective candidates must submit their credentials and Town-approved application to the Human Resources Director for consideration. All submissions shall be kept on file for a period of one (1) year. To the extent possible Equal Employment Opportunity data will be kept on each applicant by the Human Resources Director.

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: The Town shall utilize a diverse hiring committee which will be comprised of, but not limited to, representative(s) from the hiring Department, a Human Resources designee, and any other key stakeholders to interview applicants for all vacancies. All members of the hiring committee shall submit their feedback based solely on each candidate's qualifications and relevant experience.

When possible, the hiring committee will present no less than three (3) candidates for consideration to the Town Manager. The final selection will be made by the Town Manager in consultation with the Department Head and the Human Resources Director. Recommendations for hire 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 Equal Employment Opportunity and ADA Policies.

5.1.7. Pre-Employment Requirements: After all reference and background checks are completed by Human Resources, the appointment 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. Appointments shall be contingent upon satisfactory results of a pre-employment physical examination, which may include but not limited to testing for drugs, alcohol screening, and a psychological examination, as required.

In addition, 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 Criminal Offender Record Information (CORI), as authorized by the Department of Criminal Justice Information Services (DCJIS), Sex Offender Record Information (SORI), and any other background checks, as required.

5.1.8. Onboarding: 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 needed. In addition, 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 new employee shall be probationary for a period of one (1) year 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. Should an employee go on an approved leave (FMLA, Parental, etc.) during their probationary period, the probationary period shall be extended by the time of said leave.

Time off benefits as indicated in Article 9, may be used in the following format during one's probationary period:

- ◆ Sick: no restrictions
- ◆ Bereavement: no restrictions
- ◆ Holidays: no restrictions
- ◆ Floating Holiday: Up to one (1) day after three (3) months of employment. Full utilization after six (6) months of employment.
- ◆ Vacation: Up to one (1) week after three (3) months of employment. Full utilization after six (6) months of employment.

The above-mentioned time off benefit restrictions do not apply to promotion-based probationary periods.

The Town Manager may grant additional 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 offered to departing employees to be conducted during the final week of the employee's current position by the Human Resources Director or their 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 Director 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 their position. The Human Resources Director shall be responsible for maintaining the current job description.

Section 5.3. Mandatory Reviews:

All new, promoted, transferred or demoted employees must complete a probationary period in which they will be reviewed for performance purposes no later than one (1) year 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 (1) step. The salary increase shall be effective on the date of the completion of the probationary period. Employees who complete the probationary period between July and December shall have a second performance review prior to receiving an additional step on July 1st. Employees who complete the probationary period between January and June will not need a second performance review prior to receiving an additional step on July 1st.

Thereafter, performance reviews will be conducted annually by June 30th to evaluate and determine eligibility for future step increases, as allowed by the budget process. On July 1st, all non-probationary employees who have a satisfactory performance review will be entitled to a step increase, as the budget process allows.

Section 5.4. Maintenance of and Access to Personnel File and Records:

The Human Resources Director shall keep or cause to be kept, personnel files for each Town employee. The personnel file shall contain:

- ◆ Application for employment including references, resume, cover letter, pre-employment assessments and other applicable records obtained prior to employment;
- ◆ Letters of commendations and/or reprimand;
- ◆ Professional development;
- ◆ Copies of performance evaluations;
- ◆ A record of any and all personnel actions taken;
- ◆ Copies of employee awards;
- ◆ Other pertinent information.

The Human Resources Director shall also keep or cause to be kept a separate file of personnel records for each Town employee. This separate file may contain, but not be limited to any identifying documents with an employee's identity such as:

- ◆ Medical records;
- ◆ Investigations;
- ◆ I-9 forms;
- ◆ Payroll history;
- ◆ Insurance benefits;
- ◆ Other pertinent information not in the personnel file.

The employee's personnel file 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 their complete personnel file and records upon notice of five (5) business days to the Human Resources Director. The employee shall be notified in writing when any information (except for routine salary adjustments) is added to or removed from their personnel file.

With the exception of those with a legitimate business need to access the file, no employee shall have access to any other employee's personnel records except that a Department Head shall have access to the personnel files 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 Select Board according to Bylaw is hereby designated Schedule A-1, 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 Massachusetts 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 Select Board 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 Select Board according to Bylaw is hereby designated Schedule B-1 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-1 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-1 shall constitute the total remuneration for any position including pay in any form unless a specific exception is noted by the Town Manager. 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/temporary 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.

6.2.5. Out of Classification Pay: An employee who is assigned in writing by the Town Manager, or their designee, to perform all of the job duties, and not merely individual tasks of a higher position, and replaces an absent employee for more than fifteen (15) calendar days, shall be paid at the lowest step in the grade of the absent employee that will ensure a minimum increase of five percent (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 (37.5) hours whichever is the regular work week of the employee. Part-time employees shall receive additional hours at straight time until they exceed thirty-seven and one-half hours (37.5) worked in the regular work week.

6.2.7. Compensatory Time for Non-Exempt Employees: By mutual agreement between a Department Head and an employee, compensatory time in lieu of overtime compensation 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 (37.5) 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 forty (40) hours or thirty-seven and one-half (37.5) 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.

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 their 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.

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, step-parents, siblings, step-siblings, direct line aunts and uncles and nieces and nephews, first cousins, children, step-children, grandparents, grandchildren and in-laws. Cousins, aunts, uncles, nephews and nieces by marriage are not regarded as members of the immediate family for purposes of this policy.

7.1.1. Procedures and Employee Relationships: During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.

During non-working time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in non-work areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.

Employees are strictly prohibited from engaging in physical contact that would in any way be deemed

inappropriate by a reasonable person while anywhere on Town property, whether during working hours or not.

Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to the appropriate provisions of The Town of Reading's disciplinary policy, including counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.

Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.

Any supervisor, manager, executive or other Town official in a sensitive or influential position with the Town of Reading must disclose the existence of a romantic or sexual relationship with another co-worker. Disclosure may be made to the immediate supervisor or the Human Resources Director. This disclosure will enable the Town to determine whether any conflict of interest exists because of the relative positions of the individuals involved.

With regard to the above paragraph, when a conflict-of-interest problem or potential risk is identified, the Town of Reading will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as transfer to other positions or departments.

If one or both parties refuse to accept a reasonable solution or to offer of alternative position, if available, such refusal will be deemed a voluntary resignation.

Failure to cooperate with the Town of Reading to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among managers, supervisors or others in positions of authority over another employee in a mutually agreeable fashion may be deemed insubordination and cause for immediate termination. The disciplinary policy of the Town of Reading will be followed to ensure fairness and consistency before any such extreme measures are undertaken.

The provisions of this policy apply regardless of the sexual orientation of the parties involved.

Where doubts exist as to the specific meaning of the terms used above, employees should make judgments on the basis of the overall spirit and intent of this policy.

Any concerns about the administration of this policy should be addressed to the Human Resources Director.

The Town of Reading reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved. The Town reserves the right to remove an employee from a position that may result in a conflict of this policy.

Section 7.2. Workplace Harassment and Discrimination Prohibited:

7.2.1. Introduction - Equal Employment Opportunity Statement: The Town of Reading provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran or any other characteristic protected by federal, state and local laws. The Town of Reading complies with applicable state federal and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

The Town of Reading expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status or any other characteristic protected by state, federal or local law. Improper interference with the ability of the Town of Reading employees to perform their expected job duties is absolutely not tolerated.

7.2.2. Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA): The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA), are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and require that, when needed, employers provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the Town of Reading to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC) and the Massachusetts Commission Against Discrimination (MCAD). Furthermore, it is our policy not to discriminate against qualified individuals with disabilities with regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The Town of Reading will reasonably accommodate qualified individuals with a disability so that they can

perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Town of Reading. Contact the Human Resources Director with any questions or requests for accommodation.

7.2.3 Massachusetts Pregnant Workers Fairness Act: The Town of Reading complies with all aspects of the Massachusetts Pregnant Workers Fairness Act. Employees and applicants will not be discriminated against with respect to pregnancy or pregnancy-related conditions, which includes post-pregnancy conditions such as the need to express breast milk for a nursing child. The Town will not refuse to hire a pregnant applicant or an applicant with a pregnancy-related condition because of the pregnancy or pregnancy-related condition (provided the applicant can perform the essential functions of the job with or without reasonable accommodation), nor will the Town deny any employment opportunity or take adverse action against an employee because of the employee's pregnancy, pregnancy-related condition, or request for reasonable accommodation.

The Town of Reading will reasonably accommodate qualified individuals with pregnancy-related conditions so that they can perform the essential functions of a job unless doing so creates a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Town of Reading. The Town of Reading may require documentation of the need for accommodation; however, no documentation will be required for: (i) more frequent restroom, food or water breaks; (ii) seating; (iii) limits on lifting no more than 20 lbs.; and (iv) private, non-bathroom space for expressing breast milk. Contact the Human Resources Director with any questions or requests for accommodation.

7.2.4. The Town of Reading's Anti-Harassment Policy and Complaint Procedure: The Town of Reading is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the Town of Reading expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

It is the policy of the Town of Reading to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran or any other characteristic protected by state, federal or local law. The Town of Reading prohibits any such discrimination or harassment.

The Town of Reading encourages employees and requires managers/supervisors in the reporting of all perceived incidents of discrimination or harassment. It is the policy of the Town of Reading to promptly and thoroughly investigate such reports. The Town of Reading prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

7.2.5. Definition of Sexual Harassment, Workplace Harassment and Discrimination, Definitions of

Harassment: Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:

- a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of their race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of their relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

7.2.6. Workplace Harassment /Bullying: The Town of Reading defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against

another or others, at the place of work and/or in the course of employment.” Such behavior violates the Town policies, which clearly state that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the Town of Reading will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The Town of Reading considers the following types of behavior examples of bullying:

- ◆ **Verbal bullying:** Slandering, ridiculing or maligning a person or their family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- ◆ **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person’s work area or property.
- ◆ **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
- ◆ **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

7.2.7. Workplace Violence: The Town of Reading will not tolerate physical violence, or threats of violence, directly, indirectly, or implied, whether in person, in writing, electronically, or by telephone, to the person or property of the Town, another employee or a person on Town property or in the course of Town business. Workplace violence may include violent or threatening physical contact, including pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault. It may also include stalking, violation of a restraining order, damage to the property of the Town or its employees, or threatening acts or abusive language that creates a hostile work environment. Employees found to be engaging in such behavior shall be disciplined, up to and including termination.

7.2.8. Individuals and Conduct Covered: These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to the Town of Reading (e.g., an outside vendor, consultant, resident, or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

7.2.9. Complaint Process: Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, Human Resources or any member of management.

When possible, the Town of Reading encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Town of Reading recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

The Town of Reading encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

If a party to a complaint does not agree with its resolution, that party may appeal in writing to the Town Manager or the Human Resources Director.

Making knowingly false and/or malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action up to and including discharge of employment.

Please note that while this policy sets forth the Town’s goals of promoting a work environment that is free of all forms of workplace 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 workplace harassment or constitutes discrimination.

7.2.10. Complaints of Discrimination or Workplace Harassment: Any employee who believes that they have been the victim of discrimination or workplace harassment has the right to file a complaint either in writing or orally.

Complaints should be reported to one of the following people:

- ◆ Their supervisor or the next level of superior in the Department, or
- ◆ Human Resources Director, (781) 942-9033, Town Hall, 16 Lowell Street, Reading, MA 01867
- ◆ 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 Director 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 workplace harassment and the complaint process.

7.2.11. Investigation: All complaints, verbal or written should be promptly reported to the Human Resources Director and investigated in a fair and expeditious manner. An investigator designated by the Human Resources Director or Town Manager shall meet promptly with the subject of the reported discrimination or workplace 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 them 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 workplace harassment and discrimination policy has been violated and, if so, determine the severity of the behavior.

7.2.12. 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 Director 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 Human Resources Director and 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.

7.2.13. State and Federal Remedies: In addition, any person who believes that they have been subjected to workplace harassment or discrimination may file a formal complaint with either or both of the following governmental agencies:

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

Equal Employment Opportunity Commission ("EEOC")
J.F.K. Federal Building
15 New Sudbury Street, Room 475
Boston, MA 02203-0506
(1-800) 669-4000

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 (M.G.L. Ch. 268A) 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 their 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 their official position to secure unwarranted privileges or exemptions for themselves or others.

4. No employee shall, by their conduct, give reasonable basis for the impression that any person can improperly influence or unduly enjoy their favor in the performance of official duties, or that they are 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 Select Board 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 their 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). As assigned by the Town Manager, overnight Town vehicles may be issued to specific on-call employees. Said usage may only be permitted to and from the workplace and not for personal use. Employees will be responsible for any tax obligations that stem from this fringe benefit.

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. School and Library employees may be considered as transfers regarding this section.

Section 8.2. Promotion:

Promotion is the advancement of any employee to a position with a higher level of pay. Promotions may be awarded through the filling of a vacancy in a higher grade. When an employee is promoted to a higher pay grade, they will be placed in the appropriate grade for the new job at a step which will ensure no less than a five percent (5%) increase in pay.

Promotions will be made by the Town Manager in consultation with the Department Head and Human Resources Director

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, they may use time off benefits in accordance with section 5.1.9.

Section 8.3. Demotion:

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

- ◆ as a disciplinary action.;
- ◆ due to an unsatisfactory performance evaluation followed by continued unsatisfactory performance during the probationary period.
- ◆ a reclassification downward of an employee's position.
- ◆ the reorganization of Town services.

The Town Manager may, following consultation with a Department Head, assign the demoted employee to a position with a 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.

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 and Human Resources Director. A determination shall be made on the number of positions to remain after the reduction in force

occurs. 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 and Human Resources Director with a copy to the Department Head at least two (2) weeks prior to the effective date of termination. All written resignations shall be deemed binding.

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 Director 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 9.14.11 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: TIME OFF 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 will be in hours and determined on a calendar year basis. Any employee that works the four (4) day "Town Hall work week" shall have all paid time off benefits (sick, vacation, floating holiday, holiday, bereavement, etc.) calculated as if they worked a five (5) day work week.

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. The employee shall have the responsibility of reviewing the time off benefit record for accuracy.

The Town Manager 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 time earned. Service to the Town shall be determined as the service accrued by a regular (part-time or full-time) 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 9.8 Family and Medical Leave Act, and Section 9.11 Leaves of Absence other than FMLA Leave.

Termination for any reason shall constitute a break in service. If a former employee of the Town (including Schools and/or Library) 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 non-benefited employee. The probationary period will count for service credit. The Town Manager may choose to waive up to six (6) months of absence from service with the Town, therefore maintaining continuous service as if the employee never departed.

If the employee was eligible for and took sick leave buyback when they 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, Accident Reporting and Worker's Compensation:

9.2.1. 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 outside of regular working hours. This time may be used for the employee's own medical needs or to attend to a spouse, parent, child, or member of the same household. In the event an employee needs to call out sick from work, they must notify their Division supervisor and/or Department Head prior to their shift or as soon as reasonably possible. 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 9.8 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 for return to work post illness, personal injury, and/or personal medical procedure.

An employee who is using paid time off (vacation, floating holiday, compensatory) and who is hospitalized for an injury or illness, at their option and provided that they have sick leave available, may have their time off benefit changed to paid sick leave for the period of the actual hospitalization.

9.2.2. Safety: It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

Although most safety regulations are consistent throughout each department and program, each employee has the responsibility to identify and familiarize themselves with the emergency plan for their working area. Each facility shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events and medical crises.

9.2.3. Accident Reporting: It is the responsibility of the employee to report and to complete an Accident and Incident Report for workplace injuries such as slips, falls, contusions or any other health/safety incidents that occurs by an employee or that the employee witnesses. This report must be completed and submitted to Human Resources by the close of business on the date of occurrence. Failure to report a safety infraction or an injury in a timely manner may result in employee disciplinary action, and could delay or void disability claims.

Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow company safety and health guidelines or engaging in conduct that places the employee, client or Town property at risk can lead to employee disciplinary action and/or termination.

The Health and Safety Committee shall have the responsibility to develop and the authority to implement the safety and health program including worksite accident investigations, in the interest of a safer work environment with the approval of the Town Manager.

9.2.4. Worker's Compensation: 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 their regular base salary until part or all of their accumulated sick, vacation, floating holiday and compensatory leave has been used. Time off benefits used in this manner shall be charged up to a rate of 0.4 days for each day the employee is on Worker's Compensation leave. At no point shall an employee receive a combined total compensation exceeding their current salary with the Town effective of the date they were injured. The Town, at its expense, reserves the right to have a physician examine the employee for return to work post injury.

Section 9.3. Sick Leave Buyback:

All employees hired after August 31, 2009 are ineligible for the 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 their 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 their death.

Positions classified as supervisory and/or exempt on the job description on file are ineligible for the sick leave buyback unless the employee had been promoted to a supervisory and/or exempt position as classified by the job description on file and was eligible for sick leave buyback before being promoted. In this event, the employee will be compensated upon retirement or resignation for unused sick leave not to exceed one hundred (100) days at fifty percent (50%) of their 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, they will not be able to add days to that total.

Section 9.4. 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.

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. In addition, the Town Manager may appoint an additional number of members not to exceed one (1) 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.

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.

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 their 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.

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.

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

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 their own accumulated sick leave, and be a participant in the Sick Leave Bank.

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 they have 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 their 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.

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.

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.

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

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 Director.

Section 9.5. Bereavement:

This benefit is available to all regular full-time and regular part-time employees who work twenty (20) hours or more per week. Bereavement time will be granted per instance. Questions should be directed to one's Department Head.

Leave with pay, up to one (1) week of one's regular work scheduled hours, will be granted for death in the immediate family. Immediate family is defined as a spouse, parent, step-parent, grandparent, grandchild, sibling, children, step-children, parent-in-law, or children-in-law.

Leave with pay, up to one (1) day, will be granted to any employee to attend the funeral or other memorial service of other members of their family defined as aunt, uncle, cousin (first), sibling-in-law, niece or nephew, or any other member of their household.

Section 9.6. Military Leave:

The Town will comply with the applicable provisions of the federal Uniform Services Employment and Reemployment Rights Act (USERRA), and any other applicable state or federal law, with respect to employment, reemployment and protection of employee benefits during military service. The Town shall not discriminate against

any employee or prospective employee because of past, present or future application for, or membership in a uniformed armed service.

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).

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 should to present their annual (or semiannual) unit training calendar to their supervisor within thirty (30) days of its publication. The employee will confirm their 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 they have been sufficiently informed by their military unit.

Section 9.7. Jury Service:

Jury service for employees shall be paid by the Town in accordance with the policy adopted by the Commonwealth of Massachusetts or the employee's state of residence. 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 them 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 their 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 9.8. 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 child 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, child, 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, child, parent, next of kin (closest blood relative), are entitled to a special leave entitlement of up to twenty-six (26) weeks to care for a covered service member during a single twelve (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.

9.8.1. 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 time off) during the previous twelve (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 thirty (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.

9.8.2. 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 their share of this coverage, either through payroll deduction or over the counter in the Collector'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.

9.8.3. Time Off Benefits: The employee shall continue to accrue time off benefits such as vacation time, sick leave, holidays, and floating holidays while out on FMLA.

9.8.4. Guarantee of Job: The employee will be able to return to their 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.

9.8.5. 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 child 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 child 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 substitute paid sick leave for their own leave because of a serious health condition or for that of a spouse, child, or parent;

10. Employees who give birth may use up to eight (8) weeks of sick time, unless medical documentation precludes return to work.

11. Employees whose spouse gives birth may utilize up to two (2) weeks of sick time not counted against family sick leave.

12. 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;

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

14. 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 their 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;

15. 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;

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

17. The Town may require a fitness for duty note from a health care provider before a return to work from a serious health condition. As a follow-up, the Town may also send the employee for a fitness for duty appointment with the Town physician, as needed. Said follow-up appointment will be paid for by the Town.

Section 9.9. Massachusetts Parental Leave Act: The Town will comply with the Massachusetts Parental Leave Act. Any time taken shall be applied similar to the Family Medical Leave Act including continuous time off benefits accruing and mandatory use of time off benefits during said leave.

Section 9.10. Massachusetts Domestic Violence Leave Act: Employees are eligible for up to fifteen (15) days of unpaid leave from work in any twelve (12)-month period if you or a family member are a victim of abusive behavior and you are using the leave from work to:

- seek or obtain medical attention, counseling, victim services or legal assistance;
- secure housing;
- obtain a protective order from a court;
- appear in court or before a grand jury;
- meet with a district attorney or other law enforcement official;
- attend child custody proceedings directly related to the abusive behavior; or
- address other issues directly related to the abusive behavior.

The perpetrator of the abusive behavior against a family member is not eligible for Domestic Violence Leave. Employees are required to notify the Town of Reading in advance of the employee's need to take domestic violence leave, unless there is a threat of imminent danger to the employee or the employee's family member. If there is such a threat, you must provide notice within three (3) workdays following the absence.

In addition to notice of the need for leave, the employee must provide documentation of the reason for the leave, including any of the following: a protective order; a document printed on the official letterhead of a court or other agency or other official letterhead from which the employee sought assistance related to abusive behavior; a police report or statement to police; official adjudication documents showing the perpetrator's involvement in the criminal justice system; documentation of medical treatment; a sworn statement from a professional advocate; or the employee's own sworn statement, executed under penalty of perjury.

All information related to Domestic Violence leave will be kept confidential by the Town and will not be disclosed, except in limited circumstances in accordance with applicable law.

For purposes of this policy, "family member" means persons:

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

Employees are required to use all annual, vacation, personal, or sick leave already available prior to requesting or taking leave under this policy. To the extent an employee is eligible for leave under the federal Family and Medical Leave Act ("FMLA") and the Massachusetts Domestic Violence Leave Act, such leaves will run concurrently.

Section 9.11. Unpaid 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 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, sick leave or seniority 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 or COBRA rate, as applicable. The Collector'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 9.12. Small Necessities Leave Act:

The Small Necessities Leave Act provides up to twenty-four (24) hours of unpaid leave during any twelve (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).

9.12.1. 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 time off, in the twelve (12) month period prior to the leave request.

9.12.2. 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.

9.12.3. Limits: The following limits will apply to the leave granted under this section:

1. An employee is required to provide their 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 9.13. Holidays:

9.13.1. All regular full time and regular part time employees who work twenty (20) or more hours per week shall be entitled to the following twelve (12) holidays, in accordance with Commonwealth’s schedule, with pay when they fall within their regular workweek:

New Year’s Day	Memorial Day	Columbus Day
Martin Luther King Jr. Day	Juneteenth Independence Day	Veterans Day
Washington’s Birthday	Independence Day	Thanksgiving Day
Patriots' Day	Labor Day	Christmas Day

9.13.2. At the beginning of each calendar year Human Resources will notify employees on which day a holiday will be celebrated and/or observed if it is scheduled to fall on a weekend day.

9.13.3. In the event a non-exempt employee is required to work on a Town-recognized holiday, they 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, they will be given an alternative day off within twenty-eight (28) calendar days at the convenience of the Department.

9.13.4. 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.

9.13.5. As Town Hall is closed on Fridays, employees who work their normal scheduled hours during the Monday-Thursday workweek shall forfeit holidays that are celebrated/observed on Fridays and Saturdays.

9.13.6. Employees who work five (5) day workweeks shall receive Fridays off if the Commonwealth celebrates/observes a particular holiday on a Saturday.

Section 9.14. Vacations:

Paid vacations are available to all regular full time and regular part time employees who work twenty (20) or more hours per week. Vacation time shall be earned on a monthly basis but advanced annually. The following applies to all non-exempt and exempt employees as defined in Sections 3.6.5 and 3.6.4. See the chart below.

9.14.1. 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 with the expectation that the employee will continue to work for the Town and accrue the vacation, which was advanced on January 1, over the course of that entire calendar year.

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

9.14.3. 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.

9.14.4. 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.

9.14.5. 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		
Completed years of employment	NUMBER OF VACATION DAYS	
	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)	

9.14.6. 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.

9.14.7. 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. Any unused time will be forfeited. Time carried over must have prior approval of the Department Head. Any additional carryover must be approved by the Town Manager.

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

9.14.9. If a holiday falls within the vacation period, the employee shall not be charged vacation pay, but rather holiday pay, as applicable.

9.14.10. Whenever the employment of a person is terminated during the year by dismissal through no fault or delinquency on their part, or by resignation in good standing, retirement or death, they or their 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.

9.14.11. An employee whose employment is voluntarily or involuntarily terminated with the Town shall forfeit any vacation balance advanced on January 1 but not yet accrued by the employee that calendar year (determined on the monthly accrual basis referred to in 9.14.1) as of the termination date. Any such employee who has taken vacation in excess of that which the employee has accrued that calendar year as of the termination date (pursuant to 9.14.1) must compensate the Town for the excess vacation taken 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 9.15. Floating Holidays:

A "floating holiday" is a day that is 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 which must be used within that calendar year. Unused floating holiday time cannot be carried over into the next calendar year.

Section 9.16. 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 in accordance with the Public Employee Committee's written agreements. 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 9.17. 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 the Human Resources Director.

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 their 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 9.18. Professional Development:

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

Professional 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 or an outside organization.

In order to encourage professional development, the Town, with Department Head approval, and as the budget process allows, may pay for costs reasonably related to the programs included in the definition of continuing education. These costs may include tuition, fees, 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 professional development is directly related to the existing job of the employee and is not part of a degree program.

Attendance at professional development programs is dependent upon the following:

1. The employee must have completed the probationary period;
2. The professional 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 professional 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.

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

Section 9.19. 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 such as telephone calls, text messages, email and/or the Town's web-based presence. Department Heads should follow-up with their staff to ensure this communication is received. In such instances, employees scheduled to work will not be charged for the time off. Those scheduled to not work due to vacation or some other paid time off will still be charged in accordance with their pre-arranged paid time off usage.

In cases where an employee feels personally at risk due to extreme weather conditions, or other extreme emergency, and an office closing or delay has not been ordered, the employee may make up the time or take paid time off (excluding sick time) for work hours missed.

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 9.20. 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.

Section 9.21. Technology Equipment and Internet Usage:

The Technology Division shall administer policies that remain up to date regarding, but not limited to, best practices, equipment usage and security protocols. These shall pertain to all employees that utilize Town-issues equipment such as desktop computers, laptops, cell phones, office phones, printers, facsimile machines, copiers, tablets or any other equipment under the jurisdiction of the Technology Division. All equipment shall only be used for Town-related business and not personal or other use.

The Town's Internet access shall only be used for business purposes. Employees should not use the access for non-related business purposes.

Section 9.22. Remote Work:

As a public employer, the Town is expected to provide in-person customer service to its constituents. However, temporary telecommuting arrangements may be approved for circumstances such as inclement weather or special projects. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance, and shall not exceed more than one (1) working day per week. These temporary arrangements are to be pre-approved by the Department Head.

In extraordinary circumstances, as determined by the Town in its sole discretion, an employee may be permitted to work remotely on a regular or ad hoc basis. Requests of this nature shall be made to the Department

Head, who, if accepting the request, shall gain approval from the Town Manager and Human Resources Director prior to permitting remote work. The employee shall be notified in writing of the decision on their request along with any conditions of continuance. Employees that work remotely are expected to perform their regular essential duties during their normal work hours. Should an employee need to step away from their work, they must notify their immediate supervisor to make them aware of their absence. Time not worked during said absence shall be made-up or substituted with paid time off (excluding sick time, as applicable). Employees shall be held accountable for their time spent on remote work as though they were in the office.

ARTICLE 10: DISCIPLINARY ACTION

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

Actions which may result in immediate suspension without pay, demotion or dismissal could include but are not limited to:

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 considered a resignation not in good standing;
2. Insubordination or serious breach of professional conduct;
3. Intoxication or use of alcohol, drugs or controlled hazardous substances while on duty;
4. A pattern of chronic or excessive absenteeism not related to a legitimate illness;
4. Disorderly conduct while on duty;
5. Breaking of any Town, State or Federal law while at work;
6. Conviction of a criminal act or offense;
7. Negligence, willful damage or private use of public property or of public supplies;
8. 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 advance to any stage in the order of discipline, 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 appropriate.

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 five (5) business days following the incident which gave rise to the complaint, the aggrieved employee may take their complaint to the immediate supervisor for resolution. If the matter is not resolved to the satisfaction of the employee within two (2) business days, the employee may proceed to Step 2.

Step 2: Within five (5) business days following the completion of Step 1, the employee may meet with their immediate supervisor, Human Resources and their Department Head to resolve the complaint. If the complaint is not resolved to the satisfaction of the employee within five (5) business days, the employee may proceed to Step 3.

Step 3: Within five (5) business days following the completion of Step 2, the employee may notify the Town Manager, in writing, of their complaint. The decision of the Town Manager 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.

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 Select Board. 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
	October 6, 2009
	January 18, 2022
	September 13, 2022

The following schedules are available from the Human Resources Director.

- Schedule A-1, Classification Plan
- Schedule B-1, Compensation Plan
- Schedule A-2, Classification Plan - Seasonal Employee
- Schedule B-2, Compensation Plan - Seasonal Employee