

TOWN OF SANDWICH

PERSONNEL POLICIES AND PROCEDURES



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TOWN OF SANDWICH PERSONNEL POLICIES AND PROCEDURES

1.0 General Provisions

1-1. Authorization. These policies are promulgated in accordance with the authority granted by the Board of Selectmen and the Town Charter, as may be amended. These policies and procedures apply to all Town of Sandwich ("Town") employees. Where a Town employee is covered by a collective bargaining agreement, the provisions of any such agreement are controlling concerning wages, benefits, and general working conditions and will supersede any conflicting provisions found herein.

1-2. Purpose. The purpose of these policies is to establish a system of personnel administration governing the terms and conditions of employment within the Town of Sandwich.

The Personnel Policies and Procedures (PP&P) have been prepared to provide information and guidance to employees and management. The Town reserves the right to change, add to or delete any of the provisions in the PP&P at any time. Any questions that arise from either the interpretation or the application of these guidelines will be reviewed and resolved by the Town Manager.

The PP&P shall not be construed as a contract of employment or as a guarantee of continued employment with the Town. Unless the provisions of an applicable collective bargaining agreement or the Civil Service regulations provide otherwise, all employment with the Town is on an at-will basis. As such, you or the Town may terminate the employment relationship at any time and for any reason.

1-3. Rules of Interpretation.

(a) These policies are intended to be in accordance with all applicable State and Federal laws, regulations and rules. In the event of inconsistencies, the applicable State or Federal law, regulation or rule will be controlling.

(b) Words imparting the singular number may extend and be applied to several persons; words imparting the masculine gender will include any gender.

1-4. Definitions. For the purpose of these policies, the following definitions apply to full-time, part-time, regular, seasonal and temporary employees. Employees in any of these categories are employed on an at-will basis, unless otherwise provided for by the provisions of a written employment contract or collective bargaining agreement.

(a) Full-time employee. A full-time employee is an employee working a minimum of twenty (20) hours per week or more. Any benefits made available to those employees working twenty (20) or more but less than forty (40) hours per week will be made on a pro-rated basis.

(b) Part-time employee. A part-time employee is an employee regularly working less than twenty (20) hours per week. Any benefits made available to those employees working less than twenty (20) hours per week will be made on a pro-rated basis.

(c) Regular employees. Regular employees are those employees assigned to a position for an indefinite period of time.

(d) Temporary (substitute) employee. A temporary employee is an employee assigned to a position for a limited time period of less than twelve (12) months.

(e) Seasonal employee. An employee hired and expected to work for a specific season within a calendar year.

1-5. Amendment of Policies. The Town Manager may recommend changes of these policies from time to time, subject to the approval of the Board of Selectmen.

2.0 Administration

2-1. The Town Manager is responsible for the administration of these Personnel Policies and Procedures. The Town Manager may designate the Human Resources Director to be responsible for the daily administration of the personnel system. The Town will abide by all state, federal and local laws with regard to all aspects of the personnel system. The Town Manager may also designate the department heads to be responsible for the daily administration of their applicable department.

2-2. The Town will provide employment opportunities to all persons regardless of sex, color, race, national origin, religion, ancestry, sexual orientation, gender identity, genetics, military status, age or physical handicap and provide equal treatment in all aspects of personnel management. For more information and relevant forms, please see the Town's "Equal Employment Opportunity and Affirmative Action Policy", which may be amended from time to time and is hereby made a part of these Policies and Procedures and is identified as Attachment #1.

3.0 Recruitment and Appointment

3-1. Coverage. All employees.

3-2. Policy. The Town will make every effort to attract and employ qualified persons in accordance with the Town's Equal Employment Opportunity and Affirmative Action Policy. Persons will be recruited from a geographic area as wide as necessary to assure that qualified candidates are attracted for various positions. Where appropriate, the recruitment, selection and promotion of candidates and employees will be based solely on job related criteria as established in the position descriptions and in accordance with proper personnel practices. The recruitment and appointment of individuals will be done in such a manner as to prohibit the establishment of a supervisor-subordinate relationship within a family unit including, but not limited to spouse, parent, sibling, or child.

3-3. Recruitment. All department heads will notify the Town Manager of personnel needs. The department head, Town Manager and the Human Resources Department are responsible for the personnel recruitment and selection process. The qualifications, classification and salary range for positions will be established in accordance with the classification and compensation plans, and/or applicable collective bargaining agreement.

(a) Notice of Vacancies. The Human Resources Director will review and approve all job notices before advertisement and posting. Recruitment of a position will not begin until the notice of vacancy is approved by the Town Manager and/or Human Resources Department and sufficient funds are appropriated. The notice will include the following information: job title, primary duties of the position, qualifications, salary, grade level, if applicable, a closing date for applications, and application instructions.

(b) Posting and Advertisement of Job Vacancy Notices. Notices of vacant positions will be posted on the Town Clerk's official bulletin board, the Town's website, and may be posted on the applicable department bulletin board for a minimum of ten (10) business days or for such other length of time as deemed appropriate by the Town Manager and/or Human Resources Department in consultation with the department head. Advertising should be adequate to ensure that a sufficient number of qualified applicants apply for available vacancies. Seasonal positions will be posted and advertised only when a vacancy exists in that position. Seasonal positions may be filled by returning employees in good standing without need of posting and advertising. Temporary vacancies will be posted and advertised only if the temporary vacancy will exceed six (6) months.

(c) Applications. All candidates being considered for employment with the Town will complete or submit the requested material to the Human Resources Department by the closing date specified in the position announcement. The Human Resources Department shall then forward a copy of said material to the department head where

said vacancy exists. All candidates who submit the requested information accurately and honestly are entitled to a fair and equitable review of their qualifications. Falsification of employment application information is grounds for immediate dismissal.

(d) Examinations. The Town of Sandwich may require an examination as one part of the selection process, provided said examination is relevant to the requirements of the position.

(e) References. Upon authorization, a candidate's former employers, supervisors, and other references may be contacted as part of the selection process. References and other background investigations will be documented and made part of the applicant's file.

(f) Application Records. The application, reference checks, and related documents submitted will be maintained by the Town of Sandwich for the period required by law. The Town will maintain the confidentiality of each application to the extent permitted by law.

3-4. Appointment. All appointments will be confirmed in writing by the Town Manager. The written notice of appointment will include the salary, starting date, and any conditions of employment not covered in these personnel policies. The Town Manager will designate the term of appointment where required by statute. Copies of the notice of appointment will be provided to the Board of Selectmen, Human Resources Department, the Town Treasurer and the Finance Director.

3-5. Medical Examinations. A pre-employment physical may be required for certain positions as a condition of employment. The information obtained from said medical examination will be maintained on separate forms and remain confidential. Said examination will be conducted at the expense of the Town and will be performed by a physician appointed by the Town.

3-6. Failure to Report. An applicant who accepts an appointment but fails to report to work on the date set by the Town Manager and/or department head will be deemed to have declined the appointment and the offer of employment shall be withdrawn immediately unless a reason acceptable to the Town Manager and department head is tendered.

4.0 Orientation and Probation

4-1. Coverage. All regular full-time and regular part-time employees.

4-2. Policy. The Town Manager, department head or his/her designee will inform new employees of their rights, responsibilities, duties, and obligations. 4-3. Orientation. The Town Manager, department head or his/her designee will:

- (a) notify the new employee of a date, time and designated location for starting work.
- (b) thoroughly explain all benefits and options the employee is entitled to and assist the employee with completion of appropriate forms. The Human Resources Department will provide the employee with a copy of all personnel policies.
- (c) provide on-site training and orientation regarding specific rules, regulations, policies and procedures of the employee's assigned department including the safety policies and procedures.

4-4. Probationary Period. All employees shall be subject to a one-year probationary period. The probationary period is utilized to help new and promoted employees achieve effective performance standards and evaluate the employee's performance, conduct and work habits. During the probationary period, the Town Manager, in consultation with the department head, may discharge the employee with or without cause. In addition, at any point during the probationary period the Town Manager has the right to notify the employee that:

- (a) the employee's performance meets satisfactory standards and the individual will be retained in the position; or
- (b) the employee's performance requires additional observation and that the probationary period will be extended an additional three (3) to (6) six months; or
- (c) the employee's performance, conduct and/or work habits were unsatisfactory, stating the specific reasons, and that discharge will occur.

The employee may be discharged if it is revealed that the employee intentionally falsified information relating to application for employment, was unable or unwilling to perform the required duties, or displayed conduct, habits or dependability which did not merit continuing the employee in the position.

Successful completion of the probationary period does not change an employee's status as an at-will employee or in any way restrict the Town's right to terminate the employee or change the terms or conditions of employment.

5.0 Classification Plan

5-1. Coverage. All regular full-time and regular part-time employees.

5-2. Policy. The policy of the Town is to establish and provide a system for classifying all positions and to establish proper relationships between positions based on the level of responsibilities assumed and the minimum qualifications required to perform the job so that a schedule of compensation may be applied to each position.

5-3. Reclassification of Positions. In updating a position description and requesting a review of a position classification, the following steps will be taken:

(a) Department head reviews existing position description and highlights significant changes in the responsibilities of the position. Proposed changes are presented in a clear and concise manner to the Human Resources Director. Position descriptions need only highlight the most important aspects of the job.

(b) Based on the merits of the proposed reclassification, the request will be submitted to the Personnel Board at the sole discretion of the Town Manager. The Personnel Board will review the request and make a recommendation to the Town Manager.

(c) If any reclassification results in an adjustment in compensation, said adjustment will not take effect until the reclassification has been approved and authorized by the Town Manager in writing.

5-4. Location of Classification Plans. Official Town classification plans are kept on file in the Human Resources Department office and are available for public review.

6.0 Compensation and Benefit Plan

6-1. Coverage. All regular full-time and regular part-time employees.

6-2. Policy. The compensation plans shall be based on the relative responsibilities between various classifications; wage rates for comparative type of work; economic conditions in the labor market; fiscal policies of the Town; and ratified labor agreements. All employees will be paid in accordance with the rates in the compensation plan.

6-3. Starting Rates for New Appointments. Persons appointed to positions will be compensated at the advertised salary rate or range, or as negotiated with the Town Manager. The Town Manager will authorize the compensation package of all Town employees. The compensation package of the Library Director will be set by the Board of Library Trustees and Town Manager.

6-4. Merit Increases. An employee may be eligible for merit advancements based on written performance evaluations after the completion of each year of satisfactory service until the maximum rate is reached. Receipt of pay increments or within the salary range will be based on merit. Employees must complete one (1) year of service in order to be eligible to receive a merit increase unless otherwise agreed upon with the Town Manager.

6-5. Promotion. An employee who receives a promotion will be compensated at the minimum rate of pay for the new position or at the employee's current rate of pay,

whichever is greater, or at an amount within a range that the Town Manager and/or department head believes the employee's qualifications and performance warrant.

6-6. Part-time Employees. A part-time employee will be compensated at the applicable hourly rate for the appropriate classification; or, in the absence of a specified hourly rate, at a pro-rated rate for the appropriate occupation for the portion of the full-time normal work week actually worked by the part-time employee.

6-7. Emergency Events. Employees may be additionally compensated when called in to work before, during or after an emergency event at the discretion of the Town Manager. Compensation time and/or rates during these events shall be determined by the Town Manager in consultation with the Department Head.

6-8. Hourly employees who are called in outside of their regularly scheduled hours/shift shall be guaranteed a minimum of three (3) hours pay.

7.0 Holidays

7-1. Coverage. Regular full-time employees and regular part-time employees.

7-2. Recognized Holidays. The following holidays are recognized by the Town on the day on which they are legally observed by the Commonwealth of Massachusetts. On these days employees, without loss of pay, will be excused from all duty except in cases where the department head determines that the employee is required to maintain essential town services:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

If one of the above holidays falls on a Saturday, the holiday will be observed on the Friday before. If one of the above holidays falls on a Sunday, the holiday will be observed on the following Monday.

7-3. Essential Holiday Work & Terms of Compensation:

- (a) Salaried employees will receive one extra day off with pay for each of the above holidays he/she is required to work. Said day off must be used within the same fiscal year and reported to the Human Resources Department to ensure accurate tracking.

- (b) Hourly employees required to work on one of the above-listed holidays will receive one day's pay at the employee's regular rate of pay based on the number of hours regularly scheduled on the day on which the designated holiday occurs and will also be paid for actual hours worked on the holiday.

8.0 Vacation Leave

8-1. Coverage. Regular full-time employees and regular part-time employees.

8-2. Vacation Year. The vacation year is the period from July 1st to June 30th inclusive. For the sole purpose of calculating years of continuous service under this policy, an employee whose anniversary date falls between July 1 and December 31 shall be deemed to have reached his/her one year of continuous service the following July 1. An employee whose anniversary date falls between January 1 and June 30 must wait until the next July 1 to have such date counted toward years of continuous service.

8-3. Vacation Eligibility.

Employees shall be granted vacation leave as follows:

(a) During the first year of employment, employees shall accrue one (1) working day of vacation after each month of service, up to a maximum of ten (10) working days. Vacation leave is immediately available for use once accrued. After an employee has reached his/her actual anniversary date, vacation leave is earned at the rate of ten-twelfths (.833) days per month until June 30. Beginning July 1 an employee will receive an additional ten vacation days to be used during the next fiscal year if he/she has completed one year of continuous service. Otherwise, the employee will earn vacation at the rate of ten-twelfths (.833) days per month until he/she has completed one year of continuous service. Once one year of continuous service has been reached, an employee will receive ten days vacation beginning July 1.

(b) An employee having five (5) years of continuous service prior to July 1st in any calendar year will be entitled to three (3) weeks (15 days) vacation with pay. Leave will be earned at the rate of one and one-quarter (1.25) days per month, not to exceed 15 days.

(c) An employee having ten (10) years of continuous service prior to July 1st in any calendar year will be entitled to four (4) weeks (20 days) vacation with pay. Leave will be earned at the rate of one and two-thirds (1.667) days per month, not to exceed 20 days.

(d) An employee having fifteen (15) years of continuous service prior to July 1st in any calendar year will be entitled to five (5) weeks (25 days) vacation with pay. Leave will be earned at the rate of two and one-twelfths (2.083) days per month, not to exceed 25 days.

8-4. Scheduling. The Town Manager has the sole discretion to review an employee's request to carry forward up to 5 (five) unused vacation days to be used on or before August 15th of the subsequent fiscal year for emergency or unusual circumstances. Requests to carry over vacation time must be submitted in writing to the Town Manager by June 1st. Vacations will be scheduled by department heads, with consideration given to staffing requirements, employee length of service and employee preferences, in the order listed.

8-5. Termination. Upon separation of employment, employees will be paid an amount equal to the vacation allowance earned and not taken at the time of termination.

8-6. Death. Whenever employment is terminated by death, the estate of the deceased will be paid an amount equal to the vacation allowance earned and not taken.

8-7. Holidays. Paid holidays that occur during an employee's scheduled vacation will not count as vacation days.

9.0 Sick Leave

9-1. Coverage. Regular full-time employees and regular part-time employees.

9-2. Policy. Employees are eligible for sick leave with pay, to be earned at a rate of one and one-quarter (1.25) days per month, not to exceed fifteen (15) days each fiscal year. Sick leave must be earned in advance of its use.

9-3. Use of Sick Leave. Sick leave will be granted to an employee when the employee is incapacitated from the performance of his duties by personal sickness, injury or a quarantine by public health authorities. Sick leave may be used by an employee to attend medical appointments and/or to care for a sick spouse, child or parent of the employee.

9-4. Accrual of Sick Leave. Any unused sick leave will accrue and be carried over into the next fiscal year.

9-5. Extension of Sick Leave following exhaustion of FMLA leave. Extended unpaid sick leave may, at the sole discretion of the Town Manager, be granted to an employee after the employee has exhausted all sick and vacation leave. Reasonable notice of intention to return to work must be given. Time off needed for medical treatment will be deducted from sick leave.

9-6. Notification. Sick leave will commence on the date and time that notification of the employee's sickness, injury or quarantine is given to the department head or supervisor by the employee or the employee's family or physician.

9-7. Proof of Illness or injury. The Town Manager, department head and/or Human Resources Department may require an employee to provide proof of illness or injury after an absence of three (3) consecutive work days. The Town Manager, department head and/or Human Resources Department may require proof of illness or injury from the employee under circumstances where the Town Manager has reason to suspect sick leave abuse, or where a pattern of sick leave use is evident.

9-8. Retirement Buy-Back. Upon “service retirement” after at least fifteen (15) years of service with the Town, or upon “ordinary disability retirement,” all of which are defined more specifically by the County Retirement System, an employee will be compensated an amount equal to twenty percent (20%) of all earned and accumulated sick leave, up to a maximum of one hundred (150) days at their current base rate of pay. It is requested that an employee notify the Town Manager at least thirty (30) days prior to his/her retirement or resignation after fifteen (15) years of satisfactory service. The Town may elect to defer payment of this amount until July 1st of the following fiscal year for budgetary reasons.

9-9. Annual Incentive Option. At the end of each fiscal year employees may convert unused sick leave, accrued in the previous twelve (12) month period, to vacation days at the conversion rate of three (3) days of accrued sick leave to one (1) vacation day. Accumulated sick days converted to vacation days cannot be used following conversion. Employees must advise the Human Resources Department, in writing by July 10th, of the number of sick days, earned in the previous year, that they wish to convert to vacation leave. Converted vacation days must be used during the fiscal year in which they were converted. Employees who have earned twenty-five (25) or more days of vacation leave per year are not eligible for this benefit.

10.0 Sick Bank

10-1. Coverage. Regular full-time employees and regular part-time employees who have successfully completed their probationary period. The purpose of this bank is to provide sick leave to those employees who have used all of their accrued sick leave, and are still unable to return to work because of illness.

10-2. Policy. Employees who have completed their probationary period following the date of original appointment are eligible for membership in the sick bank. Joining the sick bank is voluntary and requires the transfer of at least two (2) days sick leave, but not more than ten (10) days sick leave, per employee into the bank from his/her accumulated sick leave on each July 1st. Each subsequent July 1st, members of the sick bank must contribute at least one (1) day of sick leave to retain membership in the bank, but may not contribute more than ten (10) days sick leave annually. Any active member of the sick bank who is leaving the employment of the Town may contribute up to ten (10) days sick leave to the bank through written notification to the Human Resources Department upon separation of employment.

10-3. Evidence. Adequate medical evidence of illness or disability must be provided prior to receiving sick leave payments from the bank.

10-4. Committee. A Sick Bank Committee will be selected annually by the members of the bank and will consist of five (5) non-union employees who will vote to allocate days from the bank to members who are ill or disabled.

10-5. Record. The Human Resources Department will keep a record of the days in the bank and will be informed when sick leave is to be used by a member, so that records may be kept accurately. Written notification from the Sick Bank Committee will be provided to the Human Resources Department by July 10 of every year indicating all sick bank members and the number of days they will be contributing to the bank for the upcoming fiscal year.

10-6. Decision. The decision of the Sick Bank Committee to grant sick days to a member shall be subject to the final approval of the Town Manager. The decision of the Town Manager is final.

11.0 Personal Leave

11-1. Coverage. Regular full-time and regular part-time employees who have completed twelve (12) weeks of service.

11-2. Policy. Subject to prior approval of a department head, an employee shall be entitled to three (3) days of paid leave for the purpose of conducting personal business, provided that reasonable notice is given. Personal leave is not cumulative and may not be combined with vacation days.

12.0 Bereavement Leave

12-1. Coverage. Regular full-time employees.

12-2. Policy. Bereavement leave of up to three (3) working days may be granted for a death in the employee's immediate family. Immediate family will include: spouse, mother, father, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent or current member of household. The Town Manager shall have the discretion to grant additional bereavement leave. Compensation is limited to the time lost from the employee's normal straight time schedule.

13.0 Military Leave

13-1. Coverage. All employees.

13-2. Policy. In accordance with Massachusetts General Law Chapter 33, Section 59 as adopted by Sandwich Town Meeting in May 2002, any employee who is a member of the armed forces of the Commonwealth (National Guard) will receive his/her regular pay during the time of service for a maximum of thirty-four 34 days in any state fiscal year (July 1 - June 30). Any employee who is a member of a reserve component of the armed forces of the United States will receive his/her regular pay during the time of service for a maximum of 17 days in any federal fiscal year (October 1-September 30). The Town will not seek reimbursement for any difference between an employee's regular pay and his/her military pay.

13-3. Active duty status.

(a) Pay Continuance. The Town will pay the difference between the employee's base rate of pay and the base rate of pay he/she receives in the military.

(b) Group Health Insurance Continuance. An employee called to serve in an active duty capacity with the Armed Forces of the Commonwealth or the Armed Forces of the United States shall be permitted to continue receiving health insurance coverage provided that he/she was already eligible and enrolled in the health plan prior to activation. Said employee must remain in the same health plan and will continue to be responsible for payment of the same monthly contribution rate as when he/she was an active employee.

13-4. Documentation. It is the employee's responsibility to provide the Town with any and all applicable documentation relating to his/her military leave.

14.0 Jury Duty Leave

14-1. Coverage. All employees.

14-2. Policy. Employees called for jury duty will be paid for the amount equal to the difference between the compensation paid for the normal working period and the amount paid by the court, excluding allowance for travel. The amount due the employee will be certified by the Town Accountant upon presentation of proper evidence for monies received for jury duty. Employees dismissed from jury duty prior to 12:00 p.m. must promptly report to work following dismissal.

15.0 Parental Leave

15-1. Coverage. All full-time employees who have completed at least three (3) consecutive months of employment (see also Section 17.0 Family Leave)

15-2. Employees who do not meet the eligibility requirements of the Family and Medical Leave Act (FMLA), or who have exhausted their available FMLA leave prior to the birth or adoption of a child, may be eligible for up to eight (8) weeks of unpaid, job-protected leave pursuant to the Massachusetts Parental Leave Law, M.G.L. c.149, §105D. Leave under this statute is available for the birth or adoption of a child under the age of eighteen (18) (or under the age of twenty three (23) if the child is mentally or physically disabled). Please note that if the employee has not exhausted leave entitlement under the FMLA, the provisions of the Massachusetts Parental leave law will run concurrently with the FMLA leave period. For more information, please see the Town's *Parental Leave Policy* which is hereby made a part of these Policies and Procedures and is identified as Attachment #2.

16.0 Leaves of Absence

16-1. Coverage. All employees.

16-2. Policy. The Town Manager, in consultation with the department head, may, upon presentation of good and sufficient cause, grant employees non-medical leaves of absences for up to three (3) months without compensation. Leaves of absence of over three (3) months duration will be considered a break in employment and, upon return to work, the employee will have the status of a new employee, unless an extension of leave beyond the three (3) month period has been authorized in advance by the Town Manager for good and sufficient cause. Sick time and vacation time will not accrue during said period of leave. In addition, employees will be responsible for paying 100% of their health insurance premiums during said leave period.

17.0 Family Leave (FMLA)

17-1. Coverage. Regular full-time employees who have completed twelve (12) months of employment and worked a minimum of one-thousand two-hundred fifty (1,250) hours during that period.

17-2. Policy. It is the Town's policy to comply with all provisions of the federal Family and Medical Leave Act, as it may be amended from time to time. Under the FMLA, an eligible employee may take up to twelve (12) weeks of unpaid, job-protected leave during a twelve (12) month period for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Under the FMLA, eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
 - the birth of a child and to care for the newborn child within one year of birth;
 - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - to care for the employee's spouse, child, or parent who has a serious health condition;
 - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

- Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin to the employee (military caregiver leave).

The Town of Sandwich is committed to complying with the FMLA, as it may be amended from time to time. For more information and relevant forms, please see the Town's *FMLA Policy*, which is hereby made a part of these Policies and Procedures and is identified as Attachment #3. In the event of any conflict between this policy and the FMLA, the federal law and applicable regulations shall prevail.

17-3. 12-Month Period. In the Town of Sandwich, the twelve (12) month period during which an eligible employee can take a leave under this policy is a "rolling period". This period is measured *forward* from the date an employee first uses FMLA leave. An eligible employee's leave entitlement consists of up to twelve (12) weeks of FMLA leave during this rolling twelve (12) month period.

17-4. Concurrent Use of Accrued, Unused Paid Leave. Employees taking FMLA leave shall be required to use concurrently with FMLA leave any paid sick leave, vacation, emergency, and personal leave benefits accrued as of the beginning of such leave. Once these benefits have been exhausted, the remainder of FMLA leave shall be unpaid.

18.0 Small Necessities Leave

18-1. Coverage. Eligible employees who have been actively employed for twelve (12) months, and have worked at least one-thousand two-hundred fifty hours (1,250) hours during those twelve (12) months.

18-2. Policy. Eligible employees may be entitled to twenty-four (24) hours of unpaid leave per calendar year to attend school appointments for their children and medical and dental appointments for their children and their elderly relatives, or other professional services related to elder care, in accordance with state laws. Small Necessities Leave time is in addition to time provided by the FMLA. If available, and

with the approval of the supervisor, accrued personal leave may be used for these purposes in blocks of two (2) hours or more.

19.0 Longevity Pay

19-1. Coverage. Regular full-time employees and regular part-time employees.

19-2. Policy. Annual longevity payments shall be made to employees upon reaching the continuous years of service with the Town listed below. In order to receive payment, the employee must be employed by the Town on the date of his/her employment anniversary.

Five (5) years of service	\$425.00
Ten (10) years of service	\$500.00
Fifteen (15) years of service	\$600.00
Twenty (20) years of service	\$700.00

20.0 Professional Conduct and Conflict of Interest

20-1. Coverage. All employees and Town officials appointed or elected.

20-2. Policy. Employees and Town Officials appointed or elected are expected to conduct themselves in their official relations with the public and their fellow employees in a manner which will enhance public respect for, and confidence in, the employee and the Town as a whole. Employees must not only perform their duties in a wholly impartial manner, but must avoid any conduct which gives a reasonable basis for the impression of acting otherwise. Specifically, all employees shall avoid any action which may result in or create a reasonable basis for the impression of:

- (a) Using public office for private gain;
- (b) Giving preferential treatment to any citizen;
- (c) Making work related decisions contrary to departmental/Town policy;
- (d) Using one's official position to harass or intimidate any person or entity; and
- (e) Engaging in any activity outlined in Section 21 of these Policies.

20-3. Personnel are expected to be mindful that they are public servants and are to conduct themselves accordingly in a manner which in no way discredits the Town, public officials, or Town employees, and are to abide by the provisions of M.G.L. c.268A, "Conduct of Public Officials and Employees." A complete copy of this document is available in the Human Resources Department, the Town Clerk's Office, and online.

21.0 Disciplinary Policy

21-1. Coverage. All employees.

21-2. Policy. It is the policy of the Town to enforce standards of conduct to ensure the safe and efficient operations.

21-3. Reasons for Disciplinary Action. Disciplinary action may be imposed upon an employee for failure to meet expectations and/or fulfill responsibilities as an employee. All disciplinary matters will be promptly investigated and reviewed on a case-by-case basis. The following will be among, but not limited to, causes for imposing disciplinary action. This list is not all-inclusive and is intended to provide only an example of some of the situations in which discipline may be appropriate.

- (a) Incompetence or inefficiency in performing assigned duties.
- (b) Inability to perform one or more of the essential functions of the position.
- (c) Refusal to perform required work or violation of any official order or failure to carry out any lawful directive made by a supervisor, or any other form of insubordination.
- (d) Excessive or repeated tardiness or unexcused absence from work.
- (e) Wearing of inappropriate clothing.
- (f) Use or possession of unprescribed controlled substances, including alcohol, while on-duty, or reporting to work intoxicated or under the influence of a controlled substance.
- (g) Misuse or unauthorized use of Town property, including use of public property for personal benefit.
- (h) Fraud in securing appointment/employment.
- (i) Disclosure of confidential information.
- (j) Abuse of sick leave or absence without leave.
- (k) Conviction of a felony.
- (l) Violation of safety rules, practices or policies.
- (m) Engaging in sexual harassment or any other form of prohibited harassment.
- (n) Theft of Town property.

- (o) Theft of personal property.
- (p) Untruthfulness while performing, or related to, work duties.
- (q) Any situation or instance which in the opinion of the Town is of such seriousness that disciplinary action is warranted under the circumstances.
- (r) Violation of any established Town Policy.
- (s) Engaging in any violent, hostile and/or intimidating behavior in the workplace or outside of the workplace while on Town business.
- (t) Poor attitude and/or work ethic.

21-4. Disciplinary Procedures. Department heads and supervisors are responsible for enforcing rules and regulations. Disciplinary action need not be progressive and may take any form as warranted, including but not limited to the following: oral reprimand, written reprimand, disciplinary probation or demotion, suspension, and discharge.

The Town reserves the right to treat disciplinary situations on a case-by-case basis. The disciplinary procedures set forth herein are intended as a guide for management and employees only and, depending upon the circumstances, all or none of the following forms of discipline may be imposed in a particular situation. Because, absent contrary provisions of a collective bargaining agreement or civil service regulations, employment with the Town is on an at-will basis, either the Town or the employee may terminate the employment relationship at any time, with or without notice, for any reason, notwithstanding the provisions of this section.

- (a) Oral Reprimand. A department head or supervisor observing action of an employee warranting disciplinary action may issue an oral warning to the employee. The oral warning will be presented with regard for minimizing embarrassment to the employee and will include a statement concerning the purpose of the warning. An oral reprimand will be noted in the employee's personnel file.
- (b) Written Reprimand. The department head or supervisor may issue a written warning to the employee including reasons for the warning and an offer of assistance on the part of the department head in correcting the unsatisfactory conduct or performance. A copy of the written warning will be placed in the employee's personnel file and will include a specified period of time by which the employee's behavior or performance must be improved.
- (c) Disciplinary Probation or Demotion. If initial disciplinary or counselling procedures fail to correct an unacceptable situation, the employee may be placed in disciplinary probation for any period deemed appropriate, or may be demoted by the Town Manager.

(d) Suspension. At the discretion of a department head or supervisor and with the advanced approval of the Town Manager or his/her designee, an employee may be suspended, with or without pay, for cause. Such period may be reduced or extended upon review. If warranted, a suspension may be imposed prior to and/or in lieu of oral reprimand, written reprimand, and disciplinary probation and may be effective immediately. Within forty eight (48) business hours of the effective date of the suspension the employee will be provided with a written notice stating the reasons for and the length of the suspension.

(e) Discharge. An employee may be discharged for unsatisfactory job performance, violation of any relevant rules and/or policies, including any reason listed above, or for any reason deemed sufficient by the Town Manager. Prior to discharge, the Town Manager will provide the employee with a written notice stating the reason or reasons for the contemplated action and an opportunity to attend a hearing. For reasons deemed sufficient by the Town Manager, suspension or discharge may apply without any prior warnings. Any decision made by the Town Manager regarding discipline or discharge shall be final.

21-5. Probationary Employee. A probationary employee can be terminated at any time for reasons deemed sufficient by the Town Manager during the one-year probationary period. Any decision made by the Town Manager regarding the discipline or discharge of a probationary employee shall be final.

22.0 Resignation

22-1. Coverage. All employees.

22-2. Procedure. If an employee resigns, it is requested that a minimum of two weeks' notice be given to the department head and Town Manager. An exit interview may be requested by the employee, Town Manager, Human Resources Director and/or department head.

23.0 Harrassment and Discrimination Policy

23-1. Coverage. All employees.

23-2. Policy. The Town's Harassment and Discrimination Policy, included as Attachment #4 and incorporated herein by reference, sets forth the standards of conduct for Town employees. Engaging in sexual harassment, harassment, and/or discrimination in any form is prohibited and will be grounds for disciplinary action, up to and including discharge.

24.0 Drug and Alcohol Use Policy

24-1. Coverage. All employees.

24-2. Policy. The Town's *Drug and Alcohol Use Policy*, included as Attachment #5 and incorporated herein by reference, establishes the rules regarding employee use and possession of drugs and alcohol in the workplace. Reporting to work under the influence or working with impaired abilities due to the effects of drugs or alcohol is strictly prohibited and will be grounds for disciplinary action, up to and including discharge.

25.0 Information Technology Resources Use Policy

25-1. Coverage. All employees.

25-2. Policy. The Town's *Information Technology Resources Use Policy* establishes the rules and obligations for employees and users of all Town of Sandwich Information Technology Resources (ITRs), including but not limited to telephones, computer hardware, software and peripherals, networks, e-mail and the Internet. The purpose of this policy is to define and direct the responsible and appropriate use of ITRs. For more information, please see the Town's *Information Technology Resources Policy* which is hereby made a part of these Policies and Procedures and is identified as Attachment #6.

26.0 Anti-Fraud Policy

26-1. Coverage. All employees.

26-2. Policy. The Town has established an *Anti-Fraud Policy*, included as Attachment #7 and incorporated herein, which is designed to prevent and deter all forms of fraud that could threaten the security of the Town's assets. The Town is committed to the prevention, detection, investigation and corrective action relative to fraud. Engaging in any type of fraudulent activity is prohibited and will be grounds for disciplinary action up to and including discharge.

27.0 Policy Against Violence in the Workplace

27-1. Coverage. All employees.

27-2. Policy. The Town has a zero tolerance policy for violence in the workplace. Engaging in any type of violent, hostile and/or intimidating behavior in the workplace is strictly prohibited and will be grounds for disciplinary action, up to and including discharge.

28.0 Domestic Violence Leave Policy

28-1. Coverage. All employees.

28-2. Policy. The Town has established a *Domestic Violence Leave Policy*, included as Attachment #8 and incorporated herein by reference, which sets forth the eligibility and procedural requirements relating to the administration of leave taken by employees pursuant to the Massachusetts Domestic Violence Leave Act, G.L. c. 149, §52E (“DVLA” or “the Act”). The Town is committed to complying with the DVLA.

29.0 Reimbursement Policy

29-1. Coverage. All Employees.

29-2. Policy. Employees may be eligible for reimbursement of expenditures for clothing, travel, meals and tuition that have been authorized and incurred within the scope of employment, and for which proper documentation has been submitted. Goods or services purchased with Town funds must comply with the proper warrant process. For more information, please see the Town’s *Reimbursement Policy* which is hereby made a part of these Policies and Procedures and is identified as Attachment #9.

30.0 Training and Education

30-1. Coverage. Regular full-time and regular part-time employees.

30-2. Policy. The Town will foster and promote programs of training and education for employees for the purpose of improving the quality of services provided by the Town. Employees may be reimbursed for the cost of programs and training, subject to prior supervisory approval and the availability of funds. Out-of-state travel to trainings or conferences must be approved in advance. For more information, please see the Town’s *Reimbursement Policy* identified as Attachment #9.

30-3. Professional Development. Employees who attend professional development meetings or workshops during their regularly scheduled work time shall be paid their normal rate for attendance at said meetings or workshops, with prior approval of the department head. If not scheduled to work, employees will be compensated appropriately for time spent attending conferences and workshops based upon their position classification. Travel time to the approved workshop or meeting place will be considered part of said time-off, up to a maximum of four (4) hours per meeting.

30-4. Licenses. The Town will pay for all required and renewal of licenses. The Town, in its sole discretion, will determine which licenses are required. The Town will arrange for and pay for any medical examinations required of employees to obtain and retain a required license.

31.0 Safety

31-1. Coverage. All employees.

31-2. Policy. The Town will provide and maintain safe working conditions and follow operating practices that safeguard all employees from harm and result in safe working conditions and efficient operations.

31-3. Procedures. As appropriate, employees will be provided with necessary safety equipment and clothing. Employees are required to wear and use safety equipment at all times while undertaking the work for which the equipment is furnished. There are no exceptions to this requirement.

31-4. Responsibilities of Department Heads and Employees.

(a) Department Heads and supervisors will: assume full responsibility for safe working areas; recommend correction of deficiencies noted in work procedures, facilities, safety clothing or equipment, or attitudes; ensure the availability and utilization of appropriate protective clothing and equipment; observe working conditions and field procedures to prevent possible safety hazards; and promptly investigate and report all accidents.

(b) Each employee will: observe all safety rules, operating procedures, and safety practices; use personal protective equipment; report unsafe areas, conditions, or other safety problems; report all accidents promptly to the appropriate supervisor.

31-5. Worker's Compensation. If an employee is absent due to an injury stemming from a work-related accident and receives benefits from the Town's workers' compensation insurer, he/she will continue to receive his/her regular wages from the Town for thirty (30) calendar days. During this thirty (30) day period, the amount received by the employee as worker's compensation benefits shall be immediately signed over to the Town.

After thirty (30) calendar days, if the employee is still receiving workers' compensation benefits from the insurer, the employee will not be eligible for his/her regular compensation; however, the employee may use any available accrued sick time to make up for the difference between his/her regular weekly wage and the compensation received from the Town's worker's compensation policy.

While absent due an injury covered by workers' compensation, the employee shall continue to be responsible for his or her portion of premiums for health insurance and voluntary benefits the employee wishes to continue to receive. Sick and vacation leave benefits will not be earned while the employee is absent from work. If the workers' compensation claim is denied, any time shall be charged to the employee's accrued sick leave.

31-6. Modified Duty. The Town may transfer or assign an injured employee to modified duty, if modified duty is available and feasible, upon receiving written notification from a physician clearing the employee to perform the duties of the modified position. Requests for modified duty will be evaluated in compliance with any applicable state and federal laws and regulations.

31-7. Inclement Weather. The Town Manager will determine closure or delayed opening of Town offices, including the Library, during the Town offices regular workweek of Monday through Friday, 8:30 a.m. to 4:30 p.m. For times when Town offices are normally closed but the Library is scheduled to be open, the Library Director shall determine delayed opening or closure of the Library. If the Town offices remain open during a weather event and, due to the weather, an employee is unable to report to work, reports to work late or leaves early, that employee must take vacation or personal time for those hours or parts of hours absent from work. If the employee does not have any vacation or personal leave remaining, the employee will not be compensated for those hours.

32.0 Personnel Records

32-1. Centralized Record Keeping. The Human Resources Department is responsible for establishing and maintaining personnel records as may be required by law, and as are necessary for effective personnel management. All employees will comply with and assist in furnishing records, reports and information as may be requested.

32-2. Contents of Records. The Human Resources Department will maintain an individual personnel file for each employee, with copies available to the employee's department head. Contents of said files may include, but are not limited to, the following:

- (a) Employment application.
- (b) Reports of all personnel actions reflecting the original appointment, promotion, demotion, reassignment, transfer, separation, or layoff.
- (c) Results of any tests history of employment and correspondence directly related to the employee's past employment record, reclassification or change in the employee's rate of pay and/or position/title, commendations, records of disciplinary action, grievances, training records, performance evaluations, and other records that may be pertinent to the employee's employment record.
- (d) Any and all forms or other records required or permitted by state and federal law.

32-3. Release of Information. The release of information to third parties shall only be released at the employee's option. Said release of information shall be required in writing.

32-4. Access to Records. Employees may, upon written request to the Human Resources Department, have access to review their personnel file. This review will be in the presence of a member of the Human Resources Department. The file will not be removed from the premises; however, copies may be made for the employee.

33.0 Retaliation Policy

33-1. Coverage. All employees.

33-2. Policy. It shall be the policy of the The Town of Sandwich to fully comply with the provisions of Massachusetts General Laws Chapter 149, Section 185, which forbids retaliation against employees for reporting perceived or actual violations of law and/or risks to public health, safety or the environment.

34.0 Disclaimer

Notwithstanding anything stated hereinbefore, all employees are reminded that the Town of Sandwich is an at-will employer under Massachusetts law, and that nothing in the above policies will be construed as creating a contract between the employer and the employee.

POLICY ATTACHMENTS

1. Equal Employment Opportunity and Affirmative Action Policy
2. Parental Leave Policy
3. FMLA Policy
4. Harassment & Discrimination Policy
5. Drug and Alcohol Use Policy
6. Information Technology Resources Use Policy
7. Anti-Fraud Policy
8. Domestic Violence Leave Policy
9. Reimbursement Policy
10. Vehicle Use Policy
11. Social Media Policy