

THE PERSONNEL ADMINISTRATION PLAN

TOWN OF TEWKSBURY
COMMONWEALTH OF MASSACHUSETTS

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**THE PERSONNEL ADMINISTRATION PLAN
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**CHAPTER 1
PURPOSE AND SCOPE**

These policies are promulgated in accordance with the authority granted by the Personnel By-Law and Town Charter to the Town Manager. The purpose of these policies is to establish a system of personnel administration governing non-union employees of the Town of Tewksbury.

Nothing in these policies shall be construed to create a contract or term of employment between the Town and employees covered by these policies. Employees subject to these policies shall be deemed employees at-will, except where a specific contract provides otherwise. The Town reserves the right to modify, amend or rescind, unilaterally, any of the provisions contained herein.

All employees of the Town shall be subject to the provisions of this Personnel Administration Plan, except where otherwise indicated.

**CHAPTER 2
RECRUITMENT AND SELECTION**

This Chapter 2 shall apply to all employees, except where the terms of a collective bargaining agreement or contract provide otherwise, the terms of the collective bargaining agreement or contract shall prevail. This Chapter does not apply to employees of the school department.

(a) Physical examination:

Every person to be employed in a permanent full-time or permanent part-time position subject to this Personnel Administration Plan shall undergo a pre-employment physical examination by a physician appointed by the Town Manager. The Town Manager shall provide a copy of their appropriate job description to the physician prior to their examination. The physician shall determine whether the individual is capable of performing the proposed position with or without reasonable accommodation and shall provide a sealed report of his findings to the Town Manager and to the employee.

(b) Vacancies:

When a position covered by the Personnel Administration Plan becomes vacant, the appointing authority or Department Head shall cause a notice of vacancy to be posted in a conspicuous place in all departments. The notice shall list the classification, duties and qualifications, required for the vacant position. This notice shall remain posted for seven (7) calendar days.

(c) Probationary Employees:

All newly hired employees shall serve a probationary period of six (6) months.

CHAPTER 3
CLASSIFICATION AND COMPENSATION PLAN

This Chapter 3 shall apply to all employees, except those employees with personal contracts, employees covered by a collective bargaining agreement and employees of the school department.

(a) Classification and Compensation Plan:

The Classification and Compensation Plan is contained in Appendix A and is maintained by the Human Resources Director, the Town Manager's designee for purposes of maintaining and administering the Plan.

(b) Compensatory/Overtime Policy:

1. Coverage/Inapplicability to Exempt Employees

Employees holding exempt positions as referenced under FLSA Section 13 (a)(1) are never entitled to overtime pay. Generally, employees holding exempt positions are not entitled or allowed to use or accrue compensatory time. Rather, it is expected and understood that professional positions often require more than 8 hours in one day or 40 hours in one week.

The exception to this prohibition is that in unusual circumstances, when pre-approved by the Town Manager in writing, or when responding to emergency situations an exempt employee may request the accrual of a limited amount of compensatory time. In this situation compensatory time shall be accrued on an hour for hour basis. In order for any compensatory time to be used, the accrual of the compensatory time must be reported in writing to the Town Manager no later than the day after it is accrued.

Use of compensatory time by exempt employees is strictly subject to the written approval of the Town Manager. Exempt employees are never, no matter the circumstances, entitled to payment for any accrued and unused compensatory time. Any compensatory time earned must be used within 30 days of accrual.

The reason it is very rare that compensatory time accrual will be approved is that it is expected and understood that professionals will dedicate the number of hours necessary to succeed at their position. As professionals, it is expected that there will be no compensatory time requests for things like attending night meetings or working late during busy times. As professionals however, if you work an exceptional amount of hours early in a week or work very late then you may come in late or leave early on a day in the same week so long as you notify the Town Manager.

2. Overtime

Overtime is the term given to hours worked beyond 37.5 or 40 in one workweek. Overtime hours are compensated either monetarily (pay) or in compensatory time off, both at the one and one-half time rate for each hour over 37.5 or 40.

The granting of overtime is contingent upon an existing need, usually temporary, such as additional workload, special projects or events, or to cover the absence of another employee. Working additional hours for the purpose of receiving additional pay or accruing extra compensatory time off for future use is prohibited and creates an unnecessary fiscal obligation for departments.

Overtime is reached once an employee has actually worked beyond the 37.5 or 40-hour maximum allowable hours in a given workweek. Compensation for overtime hours must be paid at the one and one-half time rate to non-exempt employees for any hours worked in excess of 37.5 or 40 hours in any given week. The Department Head is responsible for control of overtime in the Department, consistent with appropriated funds. Overtime, to the extent possible, must be authorized in advance.

3. Overtime Hours

All eligible employees shall receive time and one-half for hours worked over 37.5 or 40 in any one week. Hours worked shall include authorized leave including sick leave.

To avoid placing an employee into an overtime situation, an employer can plan in advance to change the employee's work schedule.

4. Overtime Pay

Payment for overtime worked will be at one and one-half times the employee's regular rate of pay.

5. Additional Hours

These are neither overtime nor compensatory time hours. Additional hours are earned when an employee is in pay status (which includes all leave hours) for more than 37.5 or 40 hours but has not actually worked more than 37.5 or 40 hours. In this instance, an employee may be given equivalent time off in the same work week.

6. Compensatory Time

Compensatory time is an alternative method of overtime payment for hours worked over 37.5 or 40 for non-exempt employees. As such, it must be approved in advance as overtime. The same overtime principles apply: Working extra hours in order to accrue compensatory time off for future use is prohibited.

In lieu of paying a non-exempt employee for overtime worked, employees may be granted compensatory time off at the rate of one and one-half hours off for each hour of overtime worked, at some time after the workweek in which the overtime was worked if the following conditions are met:

- a. The employer reaches an agreement with the employee to accept compensatory time off in lieu of overtime pay prior to the performance of the overtime worked. The same agreement does not have to be reached with each employee.
- b. The employee knowingly and voluntarily agrees to accept compensatory time.
- c. The employee is informed that the compensatory time earned may be preserved, used, or cashed out in a manner consistent with the provisions of this policy. The maximum accrual limit is 60 hours of compensatory time for overtime hours worked. Any employee who has accrued 60 hours of compensatory time will be compensated with overtime pay for any overtime hours worked in excess of the 60-hour maximum.

Employees who have requested the use of compensatory time will be permitted to use such time within a reasonable period after making the request if use of the time does not unduly disrupt the operations of the unit. Mere inconvenience to a department is insufficient reason to deny an employee's request to use compensatory time. Likewise, each employee who has accrued compensatory time off may be required to use the compensatory time within a reasonable period after receiving notice to do so. The notice will include the length of time in which a specified number of hours of compensatory time are to be used. A department may opt to pay out all or any portion of compensatory time due an employee at the department's sole discretion.

A department may decide to pay out, in whole or in part, any overtime worked without affecting subsequent granting of compensatory time for future overtime worked.

If an employee separates, promotes, demotes or transfers, unused compensatory time must be paid out. Additionally, if a non-exempt employee's status changes to exempt, compensatory time must be used or paid out prior to the effective date.

7. Out of Grade Pay

A permanent full-time employee in a non-supervisory position who is directed to assume responsibility of an established supervisor's position during his/her absence or a non-supervisory permanent full-time employee who is directed to assume full-time responsibility of a higher non-supervisory grade level during the absence of the incumbent of an established position for a period of four (4) consecutive business days or longer shall be paid up to \$1.50 per hour as out of grade pay, with approval from the Department Head and the Town Manager.

(c) Longevity:

1. The Town shall grant to permanent employees a longevity increment based upon the employee's continuous permanent service. The increment shall be three (3%) for each (5) five years of continuous service, up to a maximum of a fifteen (15%) percent increment upon completion of twenty-five (25) years of

continuous service. The increment shall be calculated based upon the employee's base pay in effect on the employee's anniversary date.

2. The longevity increment shall be included for all applicable purposes in determining any and all rights under the Middlesex County Retirement Fund.
3. The effective date of the longevity plan shall be April 1, 1968.
4. Notwithstanding the provisions of paragraph 1 above, permanent employees hired after January 1, 1989 will receive a longevity increase of \$1,000 to be added to their base pay upon completion of their first five years of continuous service and a \$500 longevity increase for each subsequent five years of continuous service up to a maximum of \$3,000 upon the completion of twenty-five years of continuous service. Permanent part-time employees shall receive this longevity increase upon completion of each five (5) years of continuous, part-time service which reflects the percentage their part-time hours worked bears to a full-time work week.

(d) Wage Deferral Program:

Each full or permanent part time employee employed as of 7/1/06, but not after July 1, 2012, shall have 3.5% added to their base pay effective 36 months prior to the effective date of their separation from service excluding involuntary termination with just cause. This 3.5% raise is in addition to any wage increase(s). If any member is unable to provide 36 months' notice of intent to separate from service due to extenuating circumstances, the town shall provide 3.5% wage increase retroactively to 36 months prior to the effective date of such member's separation from service excluding involuntary termination with just cause. In no event shall members be entitled to the 3.5% increase for any period of time prior to July 1st, 2006.

This 3.5% wage increase is not intended as a retirement bonus. It is to provide members with a reasonable wage increase for fiscal year 2007. The members have agreed that due to the town's financial issues it shall postpone the implementation of the 3.5% increase until 36 months prior to separation from service excluding involuntary termination with just cause of each full or permanent part time employee employed as of July 1, 2006.

If an employee rescinds the notice of retirement or separation, he/she must give ninety (90) days' notice prior to the date of separation/retirement. If an employee does not separate from service after the thirty-six-month wage deferral is granted, his or her salary will be reduced by 3.5%.

(e) Public Safety Chiefs:

The positions of Police Chief and Deputy Police Chief shall retain fringe benefits granted to the Tewksbury Police Department Superior Officers Associations. The positions of Fire Chief and Deputy Fire Chief shall retain those fringe benefits granted to IAFF Local #1647. The Chiefs and Deputy Chiefs shall also receive those benefits negotiated under the Personnel Administration Plan as of 7/01/97 onward. Chiefs should retain all benefits agreed upon through union contracts past and present. The benefits set forth in this paragraph shall apply only to the Police Chief, Deputy Police Chief, Fire Chief and Deputy Fire Chief employed in these positions as of March 1, 2016, and shall not be available to any future such Chief's or Deputy Chiefs who may be hired or promoted after this date. Benefits for future incumbents in these roles will be negotiated directly with the Town Manager at the point of hire.

(f) Educational Incentive Pay

The Police Chief and Deputy Police Chief will be paid Educational Incentive pay in accordance with Mass. General Laws, Chapter 41, Section 108L (chapter 835, Acts of 1970). The Fire Chief and Deputy Fire Chief will be paid Educational Incentive pay as described in the agreement between the Town of Tewksbury and the International Association of Firefighters, AFL-CIO, Tewksbury Firefighters Local #1647.

**CHAPTER 4
VACATION, SICK, HOLIDAY AND OTHER LEAVES**

Chapter 4 shall apply to all employees, except those employees with personal contracts, employees covered by a collective bargaining agreement, employees of the school department and employees classified as temporary part-time. Permanent part-time employees shall be entitled to receive fringe benefits on a pro-rated basis.

(a) Vacation:

1. All employees covered by the Personnel Administration Plan shall be entitled to an annual vacation leave in accordance with and subject to the following provisions. The vacation year shall be the period July 1 to June 30 inclusive.
2. Vacation Credits: An employee earns vacation days on a monthly basis commencing with his/her date of hire and subsequent completion of additional years of service according to the following schedule:

<u>Completed Service</u>	<u>Accrual Rate</u>	<u>Vacation Earned</u>
Monthly rate prior to completion of four (4) years of service	.83 days/month	10 days
Monthly rate prior to completion of nine (9) years of service	1.25 days/month	15 days
Monthly rate prior to completion of nineteen (19) years of service	1.66 days/month	20 days
Monthly rate after completion of nineteen (19) years of service	2.08 days/month	25 days

3. No vacation time may be taken until an employee has completed his/her probationary period. A probationary employee may request to use vacation time earned within the probationary period, however all requests will need approval at both a supervisory and Town Manager level. Requests may not be granted if it puts a burden on the department.
4. Date of Accrual: Vacation credits shall “vest” at the end of the final working day of each full month of employment. Employees shall be eligible to utilize vacation credits starting the month after they are earned.

5. Vacation leave with pay shall not be granted to temporary part-time employees.
6. Vacations shall be granted by the Department Head at such time as in their opinion will cause the least interference with the performance of the regular work of the department.
7. Vacation leave earned in one fiscal year is to be taken not later than the following fiscal year; except that, an employee may carry over up to five (5) unused vacation days into a subsequent fiscal year. At no time shall an employee have accumulated more than their annual vacation accrual plus the five (5) days set forth above. An employee who wishes to carry over five (5) days must notify Department Head prior to June 1. The Town Manager has the ability to approve additional carryover in extraordinary circumstances as needed. It is the responsibility of employees to manage vacation leave accruals by regularly taking vacation earned.
8. Upon retirement, resignation, involuntary termination or death, an employee or his/her designated beneficiary shall be paid any accrued, unused vacation leave accumulated as of his/her last day of work.
9. Weekly department payrolls shall identify all vacation time/days used.
10. An employee shall be granted an additional day of vacation if while on vacation leave a designated holiday occurs which falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday, or Friday.
11. When an employee is called in to work during his/her vacation he/she shall receive time and one-half (1 ½) for the hours worked in addition to his/her vacation pay.
12. The Town Manager may, in his/her sole discretion, credit an employee with prior work experience to years of service for the purposes of determining the employee's vacation accrual rate.

(b) Holidays:

1. Full-time and permanent part-time employees shall be paid one (1) day at regular straight time rate for all designated holidays listed below. Unless regularly scheduled to work on that day, an employee assigned to work or called in to work on a designated holiday, shall receive one and one-half times the employee's regular hourly rate of pay for the hours worked in addition to the holiday pay.

2. Designated Holidays shall be as follows:

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

3. When a holiday falls on a Saturday it shall be celebrated on the preceding Friday. When a holiday falls on a Sunday it shall be celebrated on the following Monday. Employees who actually work on holidays shall be paid an hour of overtime for each hour worked and employees not scheduled to work on a holiday but who work their schedule for a week in which a holiday occurs shall be granted holiday pay at regular straight time pay based on their normal work schedule pay.

(c) **Personal Days:**

Permanent employees will be awarded two (2) personal days' leave per year on July 1st to be used upon approval by the Department Head. Personal days must be taken before June 30th of each year. New hires will receive two (2) personal days after the successful completion of the six-month probation period and must be used by the following June 30th. Personal days shall not be awarded in the event of termination or retirement. Personal days shall not be accumulated from year to year.

(d) **Reward Days:**

Starting July 1, 1988 employees who do not use any sick leave during a six (6) month period shall receive one (1) day off with pay, to be used within six (6) months of earning said day. The day off shall not be charged against the employee's accrued sick or vacation leave balances. Reward days shall not be accumulated.

(e) **Sick Leave:**

1. Sick leave allowed by the Personnel Administration Plan shall accrue at the rate of 1 ¼ days per month.
2. Non-Occupational Sick Leave. Permanent employees shall be allowed to use accumulated sick leave as provided by this Personnel Administration Plan provided said absence is caused by personal sickness or injury, or exposure to contagious diseases.

3. In the event of absence due to sickness or injury, the Department Head may request said employee to file a medical certificate, signed by a licensed and practicing physician, when it is in the best interest of the department to receive such a certificate. The employee shall not be entitled to compensation for the period of absence until such certificate is provided. The employer shall not be arbitrary in requesting a medical certificate.

4. Sick Bank. The Town of Tewksbury employees entitled to Non-Occupational sick leave may form a Sick Bank. Participation in the sick bank shall be voluntary for all members subject to this Personnel Administration Plan. Employees may contribute sick time they have accrued to the sick bank as a specific number of hours. All hours donated shall be an hour for an hour basis and shall not be pro-rated in any way. The donated accrued sick time shall only be used by an employee who is a member of the sick bank and has used all of his/her own sick days, personal time, compensatory time, vacation days, or available time off from any source. The sick bank shall never allow the taking of time not available, i.e.: no negative (-) value shall exist. All participating employees shall sign a form when joining or leaving the sick bank, stating that they understand the hours will be deducted from their individual accumulated sick time and that it is donated time and cannot be taken back or given back for any reason except for the use of a member employee taking a sick day from the bank under the conditions of this section of the Personnel Administration Plan. The Town Manager will make decisions on the use of Sick Bank time on a case by case basis, based on written request for withdrawal by a member.

5. Sick Leave Incentive Program. Any employee hired after January 1, 1989 that reaches the 165-day maximum sick cap and uses four (4) days or less sick time between July 1st and June 30th of the preceding year, may convert the excess accumulated sick days over the 165-day sick cap vacation days or pay at the following rates:

Sick Leave used during fiscal year	Sick Leave to be converted to Vacation or Pay
0	5 days
1	4 days
2	3 days
3	2 days
4	1 day

Converted sick days will reduce available sick time. Converted vacation days will be treated as normal vacation time and must be used by June 30th of the following year or they will be forfeited. Any employee wishing to take advantage of the Sick Leave Incentive Plan must state his or her intent to use the excess sick days in writing to the Department Head prior to the start of the next fiscal year (September 1).

7. Longevity Incentive Program. The Longevity Incentive Program shall be available only to employees who have at least fifteen years of continuous, creditable service with the Town and whose sick leave buy-back, also referred to as Terminal Leave Pay, at the time that they enter the program, would be greater than or equal to twenty (20%) per cent of the salary the employee received on the date he/she entered the program. An employee may participate in this program once at any time during his/her employment by the Town provided the years of service requirement is met and the Town Manager is notified in writing of employee's intention to participate in the program on or before February 1st of the fiscal year (July 1 – June 30) in the program payments will commence. This notice also must indicate the extent to which the employee intends to participate in the longevity incentive program and that the employee agrees to abide by the provisions of this program.

The Benefit – For up to one hundred fifty-six (156) weeks, the Town shall increase the base pay of participating employees by a maximum amount of ten percent (10%). The extent of the increase in base pay is elected by the employee when the notice referred to above is given, providing the employee has accumulated a sufficient sick leave balance to fund the increment in base pay. On the first day of each fiscal year of the program, the Town shall deduct from accumulated sick leave the number of sick days necessary to fund the incentive benefit for that fiscal year, in accordance with the buyback or terminal leave percentage contained in the applicable collective bargaining agreement. This benefit may extend retroactively to July 1, 2001.

Conclusion of the Benefit – Upon completion of the employee's participation in the program, the employee's salary shall revert to the level it would have been had the employee not participated in the program. Commencing in the 53rd week following the last pay period in which the employee receive the benefit, the Town shall deduct from the employee's regular wages (which term shall include payments made to an employee due to incapacity for service or non-service related disability other than a disability retirement allowance, but which term shall not include any retirement allowance), but from no other source, in twelve payments, the amount of the incentive benefit the employee received, with interest at the rate of twelve percent per year (12%/yr.) from the date of the first incentive benefit payment. By participating in this program, the employee agrees to this deduction from his/her wages.

8. Payment of Balance of Accumulated Sick Leave. If a participant in the Longevity Incentive Program retires with a balance of accumulated sick leave, the Town may pay the balance due under the Personnel Administration Plan in two equal installments. The first installment shall be paid following the employee's request after July 1 of the fiscal year following the fiscal year in which the employee retired; the second installment shall be paid in the second fiscal year following the first fiscal year in which the employee retired.
9. Terminal Leave Pay. Terminal leave shall be forty (40%) of accumulated sick leave earned by any employee subject to this Personnel Administration Plan and

payable to the employee at time of retirement or to his/her estate upon the employee's death. The rate of pay shall be the employee's then basic rate of pay plus longevity.

Employees hired after January 1, 1989 shall have their terminal leave capped at 165 days of accumulated sick leave.

(f) Funeral Leave:

All employees shall be granted, not to be deducted from sick leave, for the death of a member of the immediate family normally defined as follows: father, mother, spouse, domestic partner, son, daughter, sister, brother, mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, and any other relatives living in the employee's household. Such absence will not normally exceed three (3) working days. At the discretion of the department head and the Town Manager, two (2) additional days may be granted for exceptional emergency in the immediate family (as defined above) or other compelling personal commitment. Additional leave will be given as follows: two (2) days of funeral leave shall be granted for the death of a significant other, an aunt, uncle, cousin, niece or nephew by birth or marriage.

(g) Maintenance of Leave and Benefits upon Transfer or Promotion:

A permanent employee, upon acceptance of another position within the Town, shall do so without prejudice to any previously earned benefits, rights, or privileges so long as said benefits, rights, or privileges are consistent with the new position.

(h) Jury Duty:

While on jury duty an employee shall receive an amount equal to the difference between his/her normal compensation and the amount, excluding travel allowance, received for jury duty compensation.

(i) Military Leave:

1. Permanent employees of the Town shall be granted leave in order to serve with State or Federal military training forces or for active duty therewith. While on leave and subject to the restrictions below, the Town shall make payment to such employees of an amount equal to the difference between his/her normal compensation, which for the purpose of this section only shall mean an employee's regular salary plus the amount of the Town's contribution towards the employee's health insurance premium costs, and the amount, excluding travel allowance, the employee receives from military duty leave compensation. Such compensation shall be paid for the duration of the annual training period of two weeks or, for those on active duty, for a period not to exceed thirty-six (36) months from the date of the start of the leave.

2. Such payment shall be limited to a period not to exceed two weeks in any calendar year and shall not include payment to members of the National Guard who may be mobilized during an emergency in the Commonwealth.
3. A military leave of absence without pay shall be granted to permanent Town employees called to active duty with the State or Federal armed forces for purpose other than the routine of your annual duty for training purposes, also seniority rights shall not be affected while this leave of absence is in effect.

(j) Parental, Family, Medical and Small Necessities Leaves.

1. Parental Leave:

Any employee who has been employed full-time for at least three (3) consecutive months, who has given written notice at least two (2) weeks prior to his/her anticipated date of departure, and who has given notice of his/her intention to return to her employment with the Town, is entitled to be absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth, adopting a child under 18, or adopt a disabled child under 23. Such leave shall be without pay for such period.

Any employee taking such parental leave shall, upon his/her return to work, be restored to his/her previous position or a similar position, with the same status, pay, and seniority, wherever applicable; provided, however, that any such restoration shall be subject to all the applicable provisions of Chapter 149, Section 105D, of the General Laws.

In the case of an eligible female employee, accrued sick leave benefits shall be provided for disabilities caused or contributed to by the pregnancy, miscarriage, childbirth and recovery therefrom. Such benefits shall be provided for maternity leave purposes under the same terms and conditions which apply to other temporary disabilities.

The taking of parental leave does not affect the employee's right to continue to accumulate sick leave.

Requests for Parental Leave under this section will be treated as requests for Family and/or Medical leave under this policy (see below), and construed in accordance with the federal Family and Medical Leave Act ("FMLA"), except to the extent that the Parental Leave policy in this section provides greater rights to employees. All leaves under this Parental Leave policy shall run concurrently with FMLA leaves for the same or similar qualifying purposes.

2. Family and Medical Leave Act, including Military Family (“FMLA”) Leave:

Qualifications:

An employee must be employed for at least one year and have worked 1250 hours to be eligible to request the FMLA benefit. The FLMA benefits are based on a “rolling year” that starts on the event date.

A. Family and Medical Leave:

An employee who meets the qualifications of FMLA may take up to 12 weeks of leave in a 12-month period for the following events:

- a) Birth of the employee’s child or placement of a child with the employee through adoption or foster care;
- b) The employee is needed to care for a child, spouse, or parent who has a serious health condition; or
- c) The employee is unable to perform the functions of his or her position because of a serious health condition.

B. Military Family Leave:

Eligible employees may take up to 12 weeks of leave in any 12-month period for other Qualifying Exigencies connected with military service, and may take up to 26 weeks of leave in a single 12-month period if needed to care for a family member who is a Covered Service Member with a serious illness or injury incurred in the line of duty while on active duty.

i. Qualifying Exigency Leave:

Up to 12 weeks of FMLA Leave is available for certain exigencies arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation. The exigencies that may qualify for leave are: (1) Short-notice deployment; (2) Military events and related activities; (3) Childcare and school activities; (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; and (8) Additional activities not encompassed in the other categories, but agreed to by the Town and employee. Qualifying exigency leave is available to a family member of a military member in the Reserves or National Guard; it does not extend to family members of military members in the regular armed forces.

ii. Covered Service Member Care Leave:

Leave to care for a family member who is a Covered Service Member is limited to a one-time leave of up to 26 weeks within a single 12-month period. An eligible employee must be needed to care for a family member injured in the course of duty while on active duty with the military. The leave is available on a one-time basis for an injury or incident befalling that family member. For purposes of this leave only, the definition of family member is extended to encompass “next of kin” to the extent not already encompassed by the applicable definition of family member under the FMLA.

iii. Definition of Covered Service Member:

A “Covered Service Member” is 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. A serious injury or illness is one that was incurred by a Service Member in the line of duty on active duty that may render the Service Member medically unfit to perform the duties of his or her office, grade, rank, or rating.

C. Use Paid Leave First:

In all circumstances, accrued vacation and personal leave as well as compensatory time must be used for qualified FMLA leave. Employees who take leave because of the birth, or placement of a child must first use all accrued vacation and personal time, in that order. Employees who take leave because of their own serious illness or to care for an ill spouse, parent or child must use all accrued sick, vacation and personal time, in that order. Upon depletion of the available accrued paid leave, FMLA becomes unpaid leave. It is the total of this time which will equal the 12 weeks of FMLA leave (i.e., paid leave will run concurrent with designated FMLA leave).

D. Serious Health Condition:

“Serious health condition” is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school or other daily activities.

In general, “continuing treatment” refers to a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider within 30 days of each other; or a single visit and a regimen of continuing treatment, or incapacity due to pregnancy or chronic condition requiring continuing treatment.

E. Notice:

Eligible employees must provide 30 days' advance written notice of their intent to use FMLA leave to the Town Manager when the need for leave is foreseeable (for example, the birth or placement of a child for adoption or foster care, or planned medical treatment). If the event giving rise to the need for leave is not foreseeable, then the employee must give such notice as is practicable under the circumstances.

When planning medical treatment, employees should consult with the Town and make reasonable efforts to schedule leave so as not to unduly disrupt the Town's operations.

F. Certification:

Employees requesting FMLA leave for their own serious health condition or to care for a seriously ill child, spouse, or parent must provide medical certification to support a claim for leave. The medical certification must be provided within 15 days, and must set forth: the date on which the serious health condition commenced; the probable duration of the condition; and the appropriate medical facts within the knowledge of the health care provider supporting the employee's incapacity for work. Medical certification forms are available in the office of the Town Manager.

If the Town has reason to doubt the validity of a medical certification, the Town, in its discretion, may require a second medical opinion.

The Town may require periodic re-certification, typically every thirty days at its own expense.

G. Intermittent or Reduced Schedule Leave:

If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. Employees requesting leave on an intermittent or reduced leave schedule must make a reasonable effort to schedule treatment so as not to unduly disrupt the Town's operations. If leave is requested on this basis, the Town may require the employee to transfer temporarily to a position, with equivalent compensation, which better accommodates recurring periods of absence or a part-time schedule.

H. Benefits:

Health Coverage Employees on leave are entitled to the continuance of group health coverage under the same conditions they received coverage prior to the leave. The Town will continue the contribution to the employee's group health plan during the FMLA leave unless the employee advised that he or she will not be returning to work. The employee will have his or her contribution deducted from the applied paid leave. Upon the depletion of said leave, the employee must make arrangements to pay his or her contribution to the health premiums. These arrangements must be made in

advance of the leave, especially if the leave is foreseeable.

If the employee's premium payment is more than 30 days late, his or her health coverage will be cancelled. Employees experiencing severe financial hardship may petition the Town Manager for consideration of alternatives for payment of the employee premium. This may include, but not be limited to, payment of employee health insurance premiums by the Town while on unpaid leave and subsequent double deductions of health insurance premiums upon the employee's return to work. This petition must be made within the 30 days noted previously. The Town Manager will make a recommendation to the Board of Selectmen or their designee for final determination.

The Town will recover from the employee premiums paid during any period of unpaid FMLA leave if the employee fails to return to work after the FMLA leave entitlement has expired, except in instances of continuation, reoccurrence, or onset of qualifying FMLA leave circumstances or other circumstances beyond the control of the employee.

When circumstances allow for the Town to recover health insurance premium payments it made from a non-returning employee, the Town may deduct the amount due from any sums owed to the employee. For example, vacation or final paycheck.

Other Benefits During any portion of FMLA leave to which the accrued paid leave is applied, the employee will continue to accrue benefits and seniority. During any portion of FMLA leave which is unpaid, the employee will not accrue benefits and seniority.

I. Sick Leave, Workers Compensation Leave, or Other Absences:

FMLA leave and other types of leave covered by this policy run concurrently with other leave for which pay is available. Employees who are out of work for reasons that would qualify for leave under this policy, irrespective of whether leave has been requested under this policy, are required, upon request, to provide to the Town the information and certifications required by this policy. The Town shall designate all such qualifying leave as Family and Medical Leave, which shall run against the twelve weeks allowed under this policy.

J. Return to Work:

Employees will be required to report periodically to the Town on his or her status and intent to return to work. Employees returning from FMLA Leave at the conclusion of said leave, in accordance with this policy, will be restored to their original positions, or to equivalent positions with equivalent pay and benefits. Employees should contact the Human Resource's office and their supervisors at least two weeks before their return date to make arrangements. Employees may be required to provide a medical opinion from a physician certifying their fitness for duty. The Town reserves the right to send an employee to the Town physician in any case where there is a good faith question as to

the employee's fitness to perform the essential functions of the position with or without reasonable accommodation.

K. Fit for Duty Certification:

Employees on FMLA leave due to their own serious health condition must submit a certification from their health care provider that the employee is able to resume work, i.e., is fit for duty before they can return to work. The Town reserves the right in certain circumstances to refer the employee to a health care provider designated by the Town if it has reason to doubt the validity of the employee's return to duty certification. Subsequent recertification's may be required on a reasonable basis.

3. Small Necessities Leave:

An employee shall be entitled to a total of 24 hours of unpaid leave during a 12-month period (the twelve-month period is a rolling twelve months beginning twelve months prior to the proposed commencement of requested leave), in addition to leave available under **the** Family and Medical Leave Act of 1993, for the following purposes:

1. To participate in school activities directly related to the educational advancement of a son or daughter.
2. To accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
3. To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care.

Employees who have accumulated sick, personal, or vacation time must use such time as part of the 24 hours before becoming eligible for unpaid time. The Town will not provide paid leave in any situation where it would not normally provide such paid leave.

At least 7 days in advance, the employee shall submit to the Town a written notice of his/her intent to take small necessities leave and the date and expected duration of the leave. If 7 days notice is not possible, the employee shall give notice as soon as practicable.

4. Forms and Procedures:

The Town has developed forms and procedures, available at the Town Manager's office, as needed to effectuate the purposes of this policy.

CHAPTER 5
FRINGE BENEFITS

This Chapter 5 shall apply to all employees, except those employees with personal contracts, employees covered by a collective bargaining agreement and employees of the school department.

(a) Insurance:

1. Hospital and sickness plan – non-union employees should be covered by the plan adopted by the Town pursuant to G.L. Chapter 32B, at Town Meeting on March 5, 1960.
2. The Town shall pay hospitalization insurance for the spouse of an employee who lost his/her life in the line of duty for the Town.
3. Insurance benefits plans and costs for non-union employees will be governed by what is negotiated between the Town and the Public Employee Committee (PEC), or what is implemented pursuant to MGL c.32B, sections 21-23, provided that the plans and benefits are approved by the Board of Selectman, and funded by the Town.
4. In addition to hospital and sickness insurance the Town offers voluntary dental and life insurance.

APPENDIX A
WAGE CLASSIFICATION PLAN

New Addendum A		PROPOSED TEWKSBURY FY2017 PAY PLAN										Effective 7/1/2016	
		Annual Salaries - 40 Hour per week Employees/52.2 weeks											
GRADE		1	2	3	4	5	6	7	8	9	10		
1		33,173.10	34,007.78	34,863.86	35,741.34	36,640.22	37,560.51	38,502.20	39,465.29	40,449.78	41,455.67		
2		36,169.38	37,068.26	37,988.55	38,930.24	39,893.33	40,899.22	41,926.52	42,975.22	44,045.32	45,136.82		
3		39,422.48	40,406.98	41,412.87	42,440.17	43,510.27	44,601.77	45,714.67	46,848.98	48,026.09	49,224.60		
Facilities Maintenance Specialist													
4		42,975.22	44,045.32	45,136.82	46,271.12	47,426.83	48,603.94	49,823.86	51,065.17	52,349.29	53,654.81		
Animal Control Officer													
5		46,848.98	48,026.09	49,224.60	50,465.92	51,728.63	53,012.75	54,339.68	55,688.00	57,079.13	58,513.07		
Veterans' Services Officer													
6		51,065.17	52,349.29	53,654.81	55,003.14	56,372.87	57,785.40	59,240.74	60,717.47	62,237.02	63,799.36		
Assistant Town Clerk													
Sanitarian													
Veterans' Services Officer													
7		55,666.60	57,057.73	58,491.67	59,947.00	61,445.14	62,986.09	64,569.83	66,174.98	67,822.94	69,513.70		
Assistant Assessor													
Police Information Director													
System Operator													
Town Planner													
Town Planner/Conservation Agent													
8		60,674.67	62,194.21	63,756.56	65,340.31	66,966.86	68,636.21	70,348.37	72,103.34	73,901.11	75,741.68		
Assistant Accountant													
Assistant Building Commissioner													
Assistant Library Director													
Assistant Treasurer/Collector													
Public Health Nurse													
Town Planner													
Town Planner/Conservation Agent													
Human Resources Director													
Project Manager													
9		66,132.18	67,780.13	69,470.89	71,204.45	72,980.82	74,799.99	76,661.96	78,588.14	80,557.13	82,568.92		
Assistant to Town Manager													
Director, Council on Aging													
Human Resources Director													
Project Manager													
10		72,081.94	73,879.70	75,720.28	77,603.65	79,551.23	81,541.62	83,574.81	85,672.21	87,812.41	90,016.81		
Assistant DPW Superintendent													
Building Commissioner													
Chief Assessor													
Chief Operating Engineer													
Director of Public Health													
Facilities Manager													
Library Director													
Technology Operations Manager													
Town Clerk													
Town Engineer													
Treasurer/Collector													
11		78,566.74	80,535.73	82,547.51	84,602.11	86,720.90	88,882.51	91,108.31	93,376.93	95,709.74	98,106.77		
12		85,629.40	87,769.60	89,974.01	92,221.22	94,532.63	96,886.85	99,305.28	101,787.91	104,334.75	106,945.79		
Deputy Fire Chief													
Deputy Police Chief													
13		93,334.12	95,666.94	98,063.96	100,525.19	103,029.23	105,597.47	108,229.91	110,926.57	113,708.83	116,555.29		
Assistant Town Manager													
Chief of Police													
Director of Community Development													
Finance Director													
Fire Chief													
Superintendent of Public Works													
New Addendum B		Annual Salaries - 37.5 hour per week Employees/52.2 weeks											
GRADE		1	2	3	4	5	6	7	8	9	10		
1		31,099.78	31,882.56	32,685.14	33,507.51	34,350.21	35,213.25	36,096.08	36,998.71	37,921.67	38,864.97		
Activities Coordinator													
2		33,908.79	34,751.50	35,614.54	36,497.37	37,400.00	38,343.29	39,306.38	40,289.27	41,271.98	42,316.04		
Community Outreach Worker													
4		40,289.27	41,292.48	42,316.04	43,379.18	44,462.66	45,566.47	46,709.87	47,873.60	49,077.46	50,301.66		
Library Associate													
5		43,921.19	45,024.46	46,148.06	47,311.80	48,495.87	49,699.73	50,943.72	52,207.50	53,511.96	54,856.00		
Administrative Assistant													
Administrative Assistant-Permit													
Administrative Secretary													
6		47,873.60	49,077.46	50,301.66	51,565.44	52,849.56	54,173.81	55,538.19	56,922.90	58,347.20	59,812.17		
Professional Librarian													
Executive Secretary													
7		52,187.71	53,491.62	54,836.21	56,200.59	57,605.09	59,049.73	60,534.49	62,039.05	63,584.28	65,169.09		
Administrative Services Assistant													
Adult Services Librarian													
Executive Assistant													
Professional Librarian													

GROUP C	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6					
Account Clerk	15.2971	16.2006	17.1778	18.2074	19.3000	20.4557					
Animal Inspector	2,922.84	3,065.72	3,550.07	3,728.67	3,915.68	4,111.10					
Assistant Animal Control Officer	15.7909	16.5789	17.4194	18.2809	19.2160	20.1615					
Assistant Recreation Leader (25 hrs)	11,422	11,989	12,589	13,220	13,882	14,756					
Building Maintenance Worker	11.0421	11.7145	12.3974	13.1434	13.9208	14.7613					
Custodian (hourly)	15.8224	16.5999	17.4299	18.3019	19.2264	20.1720					
Electrician (hourly)		25.1415	26.4653	27.8521	29.3230	30.8569					
Emergency Management Director	3,858.95	4,050.16	4,250.83	4,463.06	4,687.89	5,170.13					
Health Inspector (hourly)			24.7002	25.9190	27.2322	28.5876					
Library Clerical Assistant - Part Time	15.2971	16.2006	17.1778	18.2074	19.3000	20.4557					
Planner	20.2561	21.2647	22.3363	23.4500	24.6267	25.8349					
Professional Librarian - Part Time	22.3993	23.6916	25.0679	26.5388	28.0517	29.6802					
Public Health Nurse			29.8273	31.3086	32.8741	34.5341					
Recreation Director (hourly)	20.2561	21.2647	22.3363	23.4500	24.6267	25.8349					
Recreation Leader	22,843	23,986	25,174	26,445	27,763	29,147					
Reserve Dispatcher	16.7365	17.5560	18.4280	19.3631	20.3296	21.3593					
Secretary Hourly	15.7909	16.5789	17.4194	18.2809	19.2160	20.1615					
Special Need Director	19.7728	20.8129	21.9056	23.0507	24.2694	25.5512					
Webmaster	15.0135	18.0183	21.0231	24.0173	27.0221						
	Step	1	2	3	4	5	6	7	8	9	10
Local Building Inspector		26.65	27.32	28.00	28.70	29.42	30.16	30.91	31.68	32.47	33.28

GROUP D	
Activities Coordinator	13.33 Minimum to 16.40 Maximum
Alternate Building Inspector	33.4479
Assessor - Part Time	(Monthly Wage) 111.45
Assistant Team Leader	14.4986
Camera Technician	11.9351
Hearing Officer	Receives an annual stipend of \$1,366.87
Intern	13.1168
Junior Counselor	11.0000
Librarian	23.0000
Library Clerical Assistant	15.7500
Library Page	11.0000
Local Building Inspector	25.9530
Nutrition Aide	11.28 Minimum to 15.38 Maximum
Outreach Worker	14.35 Minimum to 17.43 Maximum
Plumbing/Gas Inspector (weekly)	\$94.76/day with a maximum of \$473.83/week
Plumbing/Gas Inspector, Alternate	\$94.76/day with a maximum of \$473.83/week
Recreation Counselor	11.0000
Rider	11.0000
Seasonal Laborer	12.2608
Senior Counselor	12.2608
Team Leader	17.8396
Transportation Escort	11.0000
Van Driver	11.0000
Video Assistant	11.0000
Volunteer Coordinator	13.9849
Wiring Inspector (weekly)	\$94.76/day with a maximum of \$473.83/week
Wiring Inspector, Alternate	\$94.76/day with a maximum of \$473.83/week

Article 14 was adopted at ATM on 5/2/2016 to reflect the following changes in Group D:
Change the hourly rate for the following positions from \$9.2250 to \$11.00: Library Page, Recreation Counselor, Video Assistant
Add the following new positions: Van Driver \$11.00; Librarian \$23.00; Library Clerical Assistant \$15.75
Remove the following Positions : Junior Counselor, Rider, Transportation Escort

Article 15 was adopted at ATM on 5/2/2016 to add the following positions to the Library of Job Titles and wage scales:

Title	Addendum	Grade
Local Building Inspector	A	7
Town Planner	A	7
Facilities Manager	A	10
Assistant Town Manager	A	13
Activities Coordinator	B	1
Community Outreach Coordinator	B	2
Local Building Inspector	C	

APPENDIX B
WORKPLACE POLICIES

WORKPLACE POLICIES

CODE OF CONDUCT

Ethical Code of Conduct:

The Town of Tewksbury is supported by its taxpayers. As employees or officials of the Town, we owe Tewksbury residents high quality service. Tewksbury's residents must be fully confident that our actions always serve their interests and are never motivated by private matters or self-interest.

A Code of Ethical Conduct will provide a guide in our dealings with residents and with co-workers and will ensure consistency in our actions.

Remember, this Code of Ethical Conduct is for your protection as well as the Town's protection. If any provision of the Code of Ethical Conduct is unclear or if you have any questions about the Code of Ethical Conduct, please contact your supervisor or me. If necessary, we will obtain an opinion from our Town Counsel to clarify any provision of the Code of Ethical Conduct.

The State Ethics Commission will hold you responsible for any violations of the state Conflict of Interest Laws whether or not you understand the law and even if your violation is unintentional.

A. INTRODUCTION

The Conflict of Interest Law, M.G.L. c. 268A, prohibits Town employees and officials from soliciting or accepting gratuities of substantial value for or because of their official duties. The State Ethics Commission, which enforces the Conflict of Interest Law, is authorized to impose civil fines of up to \$2,000 for each violation of the law and to recover damages. The law also carries criminal penalties including fines and terms of imprisonment.

The Conflict of Interest Law encourages towns to establish and enforce standards of conduct. This Code of Ethical Conduct ("Code") is designated to supplement the state Conflict of Interest Law by setting standards of conduct for all employees who work more than forty (40) hours in a fiscal year and officials with respect to relationships with individuals and entities with which the public sector conducts official business. · The purpose of this Code is to preserve the integrity of these relationships and to maintain the highest level of public confidence in the impartial operation of government.

This Code prohibits certain activities that could result in a conflict of interest or create the appearance of a conflict of interest.

Ten major areas are addressed by the Code:

1. General Policies
2. Conduct, Attitudes and Demeanor
3. Reporting Violations of the Law and the Code of Ethical Conduct
4. Avoiding Conflict of Interest
5. Gifts
6. Outside Jobs
7. Other Requirements
8. Severability Clause
9. Receipt Clause
10. Similar Policy

B. GENERAL POLICIES

1. Your own interest must never take precedence over public interest. Any appearance of self-interest over public interest is a violation of this Code.
2. You may not perform any action or fail to perform any duty if the performance of such action or the failure to perform such duty leads to a personal benefit or gives unfair preference to anyone.
3. You must perform the duties required of your job in such a manner as to insure that the Town does not fail to provide high quality services.
4. You may not harass, intimidate, or discriminate against any co-worker or any member of the public in the performance of your job.
5. You may not do anything which results in taking money illegally.
6. You must not do anything which results in the misuse or abuse of Town property.
7. You must not do anything which may result in the misuse or abuse of your position of authority.

C. CONDUCT, ATTITUDE, AND DEMEANOR

You are expected to act in a professional and courteous manner. Avoid any conduct which gives the appearance of conflict of interest or is contrary to any Town by-laws or regulations. For example, you shall not:

1. Use your position for private gain.
2. Give preferential treatment to any person or organization, unless it is required by your job.

3. Make work related decisions that may be contrary to the Town's policies.
4. Use your position to discriminate against others on the basis of race, color, sex, sexual orientation, age, handicap, political belief, religion, or national origin.
5. Use your position to threaten or harass others, including but not limited to racial, ethnic, or sexual harassment of any kind.
6. Make any false or misleading verbal or written statements in manners of official interest.
7. Publish, disclose, or make known, in any manner or to any extent not authorized by law, any information relating to: trade secrets, processes, operations, style of work, or apparatus, blue prints, statistical data, personnel records or data, amount or source of any income, profits, losses, or expenditures of any person, firm, party, corporation, or association involved in the Town's business.
8. Release any exempted information pursuant to the public records laws without authorization from the Town Manager, your supervisor, or your appointing authority. See: Examples of Statutory Exemptions.
9. Consume or use, while on duty, alcohol, intoxicants, non-prescription narcotics, or controlled substances in any form, unless by prescription, or report for meetings or work under the influence of alcohol, intoxicants, non-prescription narcotics, or controlled substances in any form.
10. Use your office or official duties to interfere with, affect, or influence the results of a nomination or election for public office.
11. Use your official authority, directly or indirectly, to coerce, attempt to coerce, command, or advise, any person or entity to pay, lend, or contribute anything of value to any party, candidate, or political committee or prevent any person or entity from paying, lending or contributing anything of value to any party, candidate, or political committee.
12. Solicit Town employees, accept funds or anything of value, for any party, political committee, agency, person, or organization for political purposes; campaign for political office, or wear a campaign or political button while on duty.
13. Post, pin-up, or attach any sexually explicit photographs on, in or upon Town property.

D. REPORTING VIOLATIONS OF LAW AND THE CODE OF ETHICAL CONDUCT

1. Every employee and member of an elected or appointed board is expected to maintain and uphold the integrity of the Town and is responsible for reporting promptly and accurately any violations of law that affect the administration of the Town.

2. Any threats, physical or verbal harassment, or other actions that interfere with Town business shall be reported whether or not you or another is the recipient of the threats or harassment.
3. The Town will not tolerate discrimination against employees or members of the general public in the discharge of official duties on the basis of sex, race, color, religion, sexual orientation, national origin, age, citizenship, or handicap. Acts of discrimination shall be reported.
4. Any unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature are prohibited, including but not limited to the display of sexually explicit posters, calendars, pictures, or photographs in the work place, the use of foul language or the telling of sexually suggestive jokes. These incidents shall be reported.
5. All such above reports shall be made to the employee's department head and to the Town Manager and, in the case of officials, to the Town Manager.

E. AVOID CONFLICT OF INTEREST

1. You must act in a manner that does not create or appear to create a conflict of interest. A conflict of interest is a situation in which an employee's or an official's private interest, or that of persons or businesses with whom the employee or official is closely related, influences or appears to influence the employee's job or the official's duties.
2. You may ask the State Ethics Commission (617.717.0060) any questions relating to a possible conflict of interest. The Commission will confidentially review and answer your questions. You also may obtain an opinion from Town Counsel in accordance with M.G.L. c. Z68A, § 22 which reads:

Any municipal employee shall be entitled to the opinion of the corporation counsel, city solicitor or town counsel upon any question arising under this chapter relating to the duties, responsibilities and interests of such employee. All requests for such opinions by a subordinate municipal employee shall be made in confidence directly to the chief officer of the municipal agency in which he is employed, who shall in turn request in confidence such opinion of the corporation counsel, city solicitor or town counsel on behalf of such subordinate municipal employee, and all constitutional officers and chief officers or heads of municipal agencies may make direct confidential requests for such opinions on their own account. The town counsel or city solicitor shall file such opinion in writing with the city or town clerk and such opinion shall be a matter of public record; however, no opinion will be rendered by the town counsel or city solicitor except upon the submission of detailed existing facts which raise a question of actual or prospective violation of any provision of this chapter.

3. The following issues are covered by the Conflict of interest Law:
 - a. You may not receive compensation or favors, except from the Town, in return for performing your duties.
 - b. You may not offer or give compensation or favors to any present or former government employee to influence an official action.
 - c. You may not accept anything from anyone doing business with the Town except in certain limited circumstances described in the following sections.
 - d. You may not participate in any official actions in which you or an immediate family member has financial interest.
 - e. You may not participate in any official actions in which you have a personal or private interest.
 - f. You may not accept other employment that compromises your independence of judgment in the exercise of your official duties.
 - g. You may not use your position to gain unwarranted privileges for yourself or others.
 - h. No current or former Town employee or official may disclose confidential information gained by reason of his or her Town position.
 - i. A former employee or official may not act as a lobbyist before the Town for a period of one year after leaving his or her position.

F. WHEN YOU MAY ACCEPT MINOR GIFTS

1. Note well, the purpose of this Code is to remove any doubt that you can be influenced in making professional decisions by anything other than facts. Many interested parties try to make a good impression or "stay on your good side" by small and thoughtful actions. What may seem very minor and not influence you at all may look different to the public.
2. This section will help you determine what kinds of offers are inappropriate. A good rule of thumb is: if you have a question about accepting a gift, it is probably inappropriate to accept such gift.
3. Gifts in General:
 - a. You should never accept anything worth more than \$50 or any gift from any interested party or anyone who could gain any advantage because of the manner in which you perform your duties. An example of a situation where it would be

permissible to accept gifts would be at conferences where gifts are given to all in attendance.

- b. The acceptance of tickets to theater and sporting events, and/or the attendance at events or the participation in recreational activities paid for by another are prohibited if individual or combined costs of such events amount to \$50 or more.
- c. Accepting reasonably priced meals is appropriate if the meal is offered in the normal course of a business meeting,
- d. No town employee or elected or appointed Board or Committee or Commission member may receive an honoraria for speaking before any group about Town activities. For travel expenses, and/or accommodations in return for speaking before a group, the state's Conflict of Interest Law has very detailed restrictions. You should confer with the Town Manager before accepting such an offer. As a general rule, if you speak at a conference about the Town, you may accept a "thank you" gift, if similar gifts are given to all speakers at the conference,
- e. Holiday gifts or invitations to holiday parties, not involving your immediate family, are permissible to accept and if the costs are reasonable (\$50 or less), See M.G.L. c. 268A for the definition of immediate family, "Immediate family" means the employee [or official] and his spouse, and their parents, children, brothers and sisters.

G. OUTSIDE JOBS

- 1. Employees of the Town may have an outside job or business activity as long as:
 - a. The outside job or activity will not influence you in the performance of your Town job,
 - b. You do not use confidential Town information in your outside job or activity.
 - c. Your outside job or activity does not reduce the time you spend or the quality of your work at your Town job.
 - d. You do not use information obtained from your Town job in outside financial transactions or to obtain an outside job.
- 2. Unpaid work for civic, scout, religious, educational, fraternal, social, community, veterans, or charitable organizations is generally acceptable. However, you may not engage in fund-raising activities by soliciting funds from anyone who has, or may want to have, any business with the Town.
- 3. You shall not be involved, directly or indirectly, in applying for or renewing permits or licenses that are issued by the Town unless the work is part of your job duties, for your

personal residence, on behalf of a non-profit corporation involved in public charity activities or you currently own the property at the time of adopting the Code and you disclose this information to your appointing authority at the time you apply for or renew the permit or license.

4. You shall not have an outside job within the Town and its abutting communities where you perform work which is similar to the work that you perform, or regulate, or participate in for the Town.
5. You shall not perform, except for your job duties, work for pay or sell anything to a Town Department, Board, Commission, or Committee unless you are designated a Special Municipal Employee and have complied with the other requirements of M.G.L. c.268A.

H. OTHER REQUIREMENTS

1. You may not carry firearms or other dangerous weapons on your person during the performance of official duties or while you are on work premises unless authorized to do so.
2. You may not act in any manner that is in violation of the state procurement laws nor use your position to influence or induce others to violate the state procurement laws.
3. You may not use, rent, lend, or lease any equipment or property belonging to the Town except in the discharge of your official duties.
4. Ally monies, bonds, checks, or other sureties that are collected or received by you for the Town shall be kept in a secure and locked location in your department and shall be turned over to the Treasurer's Office forthwith.
5. Upon adoption of the Code of Ethical Conduct, each Department Head, Chairman of a Board, Commission, or Committee shall distribute a copy of the Code to each of his or her employees, board, commission or committee members and shall obtain a Code of Ethical Conduct Acknowledgement Receipt stating that the Code of Ethical Conduct has been received by such individual who shall be responsible for reviewing and complying with it. Additionally, this procedure shall be followed upon the appointment of any new employee, board, commission or committee member.

The Code of Ethical Conduct Acknowledgement Receipt is a permanent and public record and shall be kept with each employee's file. .

Additionally, a similar procedure shall be followed by the Administrative Services Department upon the appointment of any new employee.

Upon qualification for office following an election or appointment to a town board,

commission or committee, such elected or appointed person shall be furnished by the Town Clerk with a copy of the Code. Each such person shall sign the Code of Ethical Conduct Acknowledgement Receipt, which shall be attached to his or her election or appointment slip and kept as a permanent and public record.

I. SEVERABILITY CLAUSE

Should any section or provision of this Code be declared by the Courts to be unconstitutional or invalid, such decision shall not affect the validity of the Code as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

J. RECEIPT CLAUSE

A Receipt Form shall be attached to the Code when it is distributed as provided under Section H, Paragraph 5.

K. SIMILAR POLICY

In the event any portion of this Code is similar to a policy, rules or regulations, or a department's code of conduct, the more stringent or restrictive policy, rule or regulation, or code shall apply.

DRESS CODE

The Town of Tewksbury believes in promoting a positive company image to our customers both externally and internally and has adopted the following dress code to project a more professional image. Employees shall be well-groomed, neat, and dressed appropriately for essential job functions at all times. While we trust each employees common sense and good judgment, a dress code must be adhered to that is appropriate for the work environment.

The Town has adopted a **business casual dress code**, but realizes that some positions may call for more professional attire. Individuals attending or conducting meetings, seminars, interviews, roundtables etc. must represent the town and dress appropriately for such business.

1. General Guidelines for all Employees

The following lists articles of clothing that are deemed inappropriate for the workplace:

Athletic apparel (Track suits, sweatpants, spandex or jersey materials)	
Clothing with large graphics/logos other than Town logos	
Halter tops, tube tops, strapless or tank tops (sleeveless blouses are acceptable)	
Jeans/Denim (regardless of color) *	Mini Skirts
Overalls	Shorts
Flip-flops (i.e. foam or rubber soles)	Souvenir T-Shirts
Bare or Stocking feet	Tight, form-fitting, or revealing clothing
Bare midriffs	Visible undergarments
Sneakers *	Visible tears or patches

2. Exceptions*

Appropriate exceptions will be granted for those individuals working outside of the office environment when the primary duties are for custodial, field work, and inspection purposes. Appropriate jeans may be worn by all employees on planned casual days (Friday's) and with prior approval from the Town Manager when measurable amounts of snow are predicted during normal business hours; jeans should be free of rips and tears. Sneakers may be worn when designated by Department Head or as directed by a physician and submitted in writing.

3. Personal Grooming

Good personal grooming must be maintained at all times. Any perfume, cologne, or other odor should not be noticeable at normal business proximity. Bodily odors should not be offensive to others in close proximity. Facial hair must be neatly trimmed and maintained at all times.

4. Name Tags

Any employee who has been issued a nametag must wear it all times during their scheduled work hours.

5. **Supervisor Responsibility**

Supervisors have the responsibility to enforce the dress code and to make decisions based on it in subjective areas. Final authority rests with the Department Head.

6. **Corrective Action**

Employees wearing unsuitable clothing will be sent home to change. The time spent by the employee going home to change is unpaid time. The missed time may be made up during the same pay period.

TOWN OF TEWKSBURY DRUG AND ALCOHOL POLICY:

(a). Introduction/Purpose

The Town of Tewksbury has a vital interest in maintaining a safe, healthy, and efficient working environment. Being under the influence of a drug or alcohol on the job poses serious safety and health risks to the user and to all those who work with the user. The use, sale, purchase, transfer, or possession of an illegal drug in the workplace, and the use, possession, or being under the influence of alcohol also poses unacceptable risks for safe, healthy, and efficient operations.

The Town is obligated to maintain a safe, healthy, and efficient workplace for all of its employees, and to protect the Town's property, information, equipment, operations and reputation.

(b) Prohibited Conduct

The following on-duty conduct shall constitute an offense under this Article:

- a. The possession, use, transfer, manufacture or sale of any illegal drug.
- b. The possession or use of alcohol during working hours, or while using Town vehicles or facilities.
- c. Driving under the influence of alcohol or drugs.
- d. Reporting to work with the metabolite of an illegal substance in the body, with a blood alcohol level above 0.02 or impaired by drugs or alcohol.
- e. Distributing alcohol or drugs on town property on or off duty.

(c) Prohibited Drugs

Prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization also violates this policy and may be illegal.

An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and/or efficiently. Any questions or doubts should be raised with the Town Manager.

(d) **Drug and Alcohol Testing**

1. Circumstances Triggering Test

Employees are required to submit to drug and/or alcohol testing in the following situations:

a. New Hires:

Each new employee will submit to a drug test after an offer of employment has been made and prior to the date of hire.

b. Reasonable Suspicion:

When the Town has reasonable, individualized suspicion to believe that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test. Reasonable suspicion must be based on specific, objective facts and reasonable inferences drawn from those facts.

If a supervisor has reason to believe that the employees' behavior or appearance may indicate their misuse of alcohol and/or use of controlled substances, the Town must test for alcohol and/or controlled substances.

Testing for reasonable suspicion is based on:

The observations of a trained supervisors specific, extemporaneous, clearly-stated observations concerning the employee's appearance, behavior, speech or body odor. Observations made for alcohol testing shall be made any time you are at work. Where deemed possible by the first observer, a second observer's opinion will be sought.

Important Points:

- The trained supervisor who makes the observation(s) and determines that reasonable suspicion testing should be done may not conduct the test on the employee. The test should be done within two (2) hours.
- The employer shall prepare and maintain on file a record stating the reasons why the test was not administered within two (2) hours.
- Alcohol testing for reasonable suspicion should be done within two (2) hours of the observation. Alcohol tests that cannot be administered within eight hours of the observation(s) shall not be done, and a record shall be filed as above.
- A written record by the person observing shall be made of the observation(s) leading to an alcohol and/or controlled substance test and signed by such

supervisor or management employee so trained who made the observation(s).

c. Post-Incident:

Any employee involved in a serious accident/incident on the job involving an unsafe practice or violation of a safety rule, standard or policy, may be directed by the Town to submit to a drug and/or alcohol test.

d. Failure to Submit to Testing:

A failure or refusal to submit to testing as outlined above, or refusal to cooperate with the testing laboratory, shall be treated as Prohibited Conduct.

2. Alcohol Testing Procedures:

The Town will direct the employee to report to the testing site for a blood or breathalyzer test. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. A breathalyzer test will be administered by a qualified operator. The employee's blood alcohol level shall be reported to the Town immediately.

3. Drug Testing Procedures:

a. Collection:

An employee subject to drug testing will be directed to report to the testing site. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. The sample will be properly sealed and labeled, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce picture identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test.

b. Processing:

Urine samples will be screened initially by an Immunoassay or comparable screening test, with positive results confirmed by Gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines.

c. Reporting of Results:

The results of a drug or alcohol test will be reported verbally and in writing to the Town Manager or the person he designates to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. The results of the test will be maintained in the strictest confidence by the Town and will not be disseminated except on a “need to know” basis.

Positive Results. Before a positive test is reported to the Town by the testing laboratory, the medical professional who interprets the results (“Medical Review Officer”) will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer shall require that the employee produce any necessary written proof, and the employee shall authorize the Medical Review Officer to obtain further information from his or her health care providers. If the Medical Review Officer determines that the employee’s explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as “negative.” The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee’s cooperation in order to make this determination, the positive result will be reported to the employer.

d. The Testing Laboratory:

The testing laboratory shall be selected by the Town from among laboratories that are certified by the State or Federal Government.

(e) Searches:

The Town has the right to search for alcohol or drugs on Town-owned or controlled premises, including in desks, tool boxes, Town vehicles, lockers, or in other Town-owned or controlled containers on the premises that may conceal substances prohibited by this policy. Employees have no expectation of privacy in such areas.

(f) Enforcement:

Any employee who violates this Article will be subject to discipline, up to and including discharge from employment.

(g) Employee Assistance Program:

Any Town employee may receive assistance with treatment of a drug or alcohol

dependency problem through the employee assistance program (“EAP”). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee’s participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant’s written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e., keeping scheduled appointments).

HARASSMENT AND SEXUAL HARASSMENT POLICY OF THE TOWN OF TEWKSBURY

(a) Policy:

1. Harassment and Sexual Harassment Prohibited

Harassment on the basis of age, race, color, national origin, sex, religion, sexual orientation, disability, genetics, or active military or veteran status is prohibited by state and/or federal law, and will not be tolerated by the Town. All Town employees are responsible for insuring that the work place is free from all forms of harassment as that term is used in this policy. This policy applies to all employees and officers of the Town. Supervisory and managerial employees must not condone acts of harassment by their subordinate employees, by other Town employees, by regular visitors to Town offices, or by employees of our vendors and contractors. Retaliation against persons complaining about harassment as that term is used in this policy or sexual harassment is also unlawful and is prohibited by this policy.

2. Harassment Defined

(a) Harassment in General Harassment is unwelcome verbal or physical conduct, directed at an individual based upon age, race, color, national origin, sex, religion, disability, genetics, or active military or veteran status, which disrupts or interferes with another's work performance, or which creates an intimidating, offensive, or hostile environment.¹

(b) Sexual Harassment In Massachusetts, the legal definition for sexual harassment is: "sexual harassment means sexual advances, requests for sexual favors, and verbal, or physical conduct of a sexual nature when:

- i. submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- ii. such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

¹ Harassment that is not based upon a person's protected status (age, race, etc.) is also prohibited, but is not covered by this policy. Such harassment should be reported to an employee's supervisor or the Harassment Officers listed in this policy. Such conduct will subject the offending employee to the normal disciplinary process employed by the Town.

Under this definition, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment. The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating an environment that is hostile, offensive, intimidating or humiliating to male or female workers or visitors may also constitute sexual harassment.

(c) Examples of Harassment Harassment includes the use of insulting epithets or nicknames; the display of insulting or offensive cartoons, pictures, slogans or symbols; and, intimidation through physical violence or threats of violence.

(d) Examples of Sexual Harassment Sexual harassment is a type of harassment which refers to any unwelcome sexual attention, sexual advances, requests for sexual favors, and other unwelcome verbal, visual, or physical conduct to which an individual may be subjected because of gender. While it is not possible to list all of the circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances - whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

(b). Persons Covered

This policy prohibits harassment of all employees, including non-supervisory, supervisory, management and executive personnel, all applicants for employment, and all visitors to the workplace.

(c). Procedures

1. Complaint

(a) Any person who believes that he or she has been subjected to harassment prohibited by this policy has a responsibility to report the harassment as soon as possible to one of the following Harassment Grievance Officers: Teresa

Belanger, HR/Administrative Services 978-640-4488 or Diane Giarrusso, Library Director 978-640-4490. If these individuals are the source of the harassment, or there are other compelling reasons which prevent bringing the problem to the attention of the Harassment Grievance Officers, then the employee must report the harassment directly to the Town Manager.

- (b) A complaint may be made orally or in writing. The Town may require that an oral complaint be reduced to writing with the assistance of the Harassment Grievance Officer, or other person designated by the Town.
- (c) Any supervisor, manager or other employee who becomes aware of harassment prohibited by this policy must report it immediately to one of the Harassment Grievance Officers, or to the Town Manager.

2. Investigation

- (a) All complaints of harassment will be investigated promptly and impartially by the Harassment Grievance Officer or by another qualified individual selected by the Town.
- (b) An individual conducting an investigation into a complaint of harassment will keep information as confidential as possible, and disseminate it on a "need to know" basis only. Others involved in the investigation in any capacity must also respect the privacy of those involved by keeping information learned during the course of the investigation as confidential as possible.
- (c) As soon as practicable after the completion of the investigation, the official responsible for conducting the investigation will, to the extent appropriate, advise the individual who brought the harassment complaint and the employee accused of harassment of the results of the investigation.
- (d) If either person is dissatisfied with the handling or result of the investigation, that person should bring the matter immediately to the attention of the Town Manager, preferably in writing, stating the reasons for that dissatisfaction.

3. Action

Anyone who is found, after investigation, to have engaged in harassment prohibited by this policy will be subject to disciplinary action up to and including discharge from employment. This policy shall not limit the authority of the Town to take disciplinary action against an employee who engages in inappropriate conduct, regardless of whether it satisfies the definition of harassment or sexual harassment under this policy. If the harasser is not a Town employee, the Town, in its sole discretion, will take appropriate action.

4. Retaliation Prohibited

No one who brings a harassment complaint in good faith will be subject to any adverse employment action for doing so, regardless of whether the complaint is ultimately determined to have merit. Any employee, including supervisors and managers, who retaliate against a person for making a complaint of harassment will be subject to disciplinary action, which may include termination of employment. Retaliation should be reported to management using the procedure set forth in this policy for complaints of harassment.

(d). State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. These agencies have 300-day time periods for filing claims.

A. The United States Equal Employment Opportunity Commission ("EEOC")

1 Congress Street, 10th Floor
Boston, MA 02114
(617) 565-3200

B. The Massachusetts Commission Against Discrimination ("MCAD")

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

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

TOWN VEHICLE POLICY

1. Employees may not operate Town vehicles without the prior approval of their supervisor – and may do so only for Town business purposes directly related to their duties. Before approving such use, the supervisor must check the employee's driving record, verify that he/she has valid driver's license, and ensure that the employee will be covered by Town insurance.
2. Employees who operate Town vehicles, even on a limited basis, must immediately inform their supervisor(s) of any changes that might affect their ability to operate a vehicle. This includes, but is not limited to, suspension of their driver's licenses(s).
3. Employees who drive a vehicle on Town business must exercise due diligence to drive safely and maintain the security of the vehicle and its contents. Supervisors must ensure that all vehicles meet any Town or legal standards for insurance.
4. Employee operators are personally responsible for any driving infractions, fines, etc., and must immediately report such incidents to their supervisors.
5. Employees are strictly prohibited from operating a Town vehicle, or a personal vehicle for Town business, when any physical or mental impairment might impact their ability to drive. This prohibition includes circumstances in which an employee is temporarily unable to operate a vehicle safely or legally because of illness, medication, or intoxication.
6. Accidents and/or vehicle malfunctions, maintenance, and safety issues must be reported to the operator's supervisor or fleet maintenance department immediately.
7. Seatbelts must be worn at all times by all individuals when in a Town vehicle.
8. Only authorized passengers are allowed in Town vehicles. Examples include, but are not limited to, other Town employees on Town business, prisoners in police vehicles, patients in ambulances and individuals being transported in emergency situations.
9. The Town is not responsible for any lost, stolen or damaged personal items stored within Town vehicles.
10. Storage of personal vehicles on Town property is prohibited.
11. Pursuant to this Policy and state law, smoking is not allowed in Town vehicles.
12. Exceptions to this policy may only be allowed, in writing, by the Town Manager for legitimate purposes, e.g., individual employment contracts, etc.

Any violation of this policy may result in disciplinary action being taken against the offender(s), up to and including discharge from employment

COMPUTER/ELECTRONIC COMMUNICATION POLICY OF THE TOWN OF TEWKSBURY

1. Introduction

This Policy addresses the use of the Town's electronic communication and information equipment ("Systems"). Such Systems include, but are not limited to, computer workstations, hardware and software, electronic mail ("email"), telephones, cellular phones, pagers, "blackberry"-style devices, facsimile machines and the Internet.

Use of the Town's Systems by any employee, contractor, consultant and/or volunteer ("user") shall constitute acceptance of the terms of this Policy and any such additional related policies that may be issued by the Town of Tewksbury.

Access and use of the Systems is intended for business-related purposes, including communications with coworkers and colleagues and researching topics relevant to Town business. All existing state, federal and local laws and Town policies apply to users' conduct while using the Town's Systems, particularly those that govern intellectual property protection, sexual or other harassment, privacy rights and confidentiality.

This Policy provides guidelines and examples of prohibited uses of the Town's Systems, but does not identify all required or prohibited activities by users. Questions regarding whether a particular activity or use is acceptable should be directed to the Town Manager's office.

2. No Expectation of Privacy

Users have no expectation of privacy in the Town's Systems, including any stored electronic communications or information. The Town has the right to inspect and monitor its Systems at any time, including any Town-owned or leased computer or electronic communications equipment, any data contained in such equipment and any data sent or received by that equipment. Users should be aware that properly-authorized network administrators and/or managers may monitor Systems' traffic, and/or access all files, including email files and internet use history, stored on any Systems' equipment.

All electronic files and documents originating from or passing through the Town's Systems are the property of the Town of Tewksbury.

3. Security

All usernames and passwords are for the exclusive use of the individual to whom they are assigned. The user is responsible and accountable for all activities carried out under his/her username and should take all reasonable precautions to protect

his/her password. The password associated with a particular username must not be given to another person (with the exception of properly authorized network administrators or managers). No one may use, or attempt to use, a username or password assigned to another person.

4. Internet/Electronic Mail

- (a) Users must adhere to the following Internet rules:
- (b) Use for Official Business. Users may only use the internet for official Town business. Use of the internet for personal purposes is strictly prohibited.
- (c) Compliance with Laws. Users must not utilize the Internet to knowingly violate any state, federal or local law, or the laws of any other nation.
- (d) Viruses. All appropriate precautions should be taken to detect viruses, including scanning all computer files (including attachments) that are downloaded and/or opened from the Internet, before installation or execution of such files/attachments. Users should direct any questions to the Town Manager's office.
- (e) Town Monitoring. As noted above, users have no expectation of privacy in their computer or internet usage, including the receipt and sending of email. This includes use of "private" email accounts such as Yahoo, AOL, etc., (which should not be used through Town Systems).
- (f) Email is a Public Record. The Secretary of State's Office of the Commonwealth has determined that email qualifies as "public records," as defined in Chapter 4, Section 7(26) of the Massachusetts General Laws. Therefore, all email mail sent by, or received through, the Tewksbury Systems shall be archived by the network administrator. Further, all users must retain either printed or digital records of email sent or received through the Town's systems in the same manner that other paper records are kept by their respective departments, and in accordance with the records retention requirements. Users must receive permission from the Town Manager's office prior to deleting any sent or received email.
- (g) Viruses. Users should only open email attachments from anticipated and trusted sources. When in doubt about the legitimacy of an attachment, users should contact a network administrator or manager prior to opening it.

5. Telephone Use

Town-owned telephones are provided for Town-business use only. Use of Town-owned telephones for non-business related purposes, as well as misuse of telephones, such as to make harassing or threatening calls, is strictly prohibited.

6. Violations of Policy

Violations of this Policy may result in disciplinary action being taken, up to and including discharge from employment. If a violation has potential criminal implications, law enforcement will be notified. Violators are personally liable for any losses, costs or damages incurred by the Town related to intentional violations of this Policy. Employees must report violations of this Policy to their supervisor or directly to the Town Manager's office (failure to do so could result in discipline). Retaliation against another user for reporting a violation of this Policy is strictly prohibited.

PROBLEM RESOLUTION

The Town is committed to maintaining harmonious working relationships among all employees however, the Town realizes that in any organization there can be differences of opinion about working conditions, work rules and policies, and other work-related issues. To resolve these differences effective communication is essential. Employees and/or managers are encouraged to discuss issues that might arise in a timely and constructive manner. Employees and/or managers may seek the assistance of the Human Resources Department to assist in the informal discussions.

There will be times however, when a more formal process is necessary to resolve legitimate issues. It is the purpose of this policy to provide a prompt, orderly means of receiving and responding to employee concerns. For complaints of sexual harassment, please refer to the Town's Sexual Harassment Policy.

Grievance Actions:

1. Step I – Immediate Supervisor: No later than five (5) work days after the event giving rise to the grievance or five (5) days after the employee should reasonably have learned of the event giving rise to the complaint, whichever is later, the employee must submit a written grievance to his/her immediate supervisor. The written grievance must contain the specific term(s) for claiming said violation. Within five (5) work days after receiving the complaint, the immediate supervisor and the employee shall meet to discuss the complaint. The immediate supervisor shall give his/her written answer within five (5) days of said meeting. If the Department Head is the immediate supervisor, then Step II is the first step in this grievance process.
2. Step II – Department Head: If the complaint is not settled in Step 1, the employee, no later than five (5) work days after receipt of the immediate supervisor's response to the complaint or when said response is due (whichever is earlier), may file a written appeal to the employees department head. Within five (5) work days after receipt of this appeal, the department head and the employee shall meet to discuss the complaint. The department head shall give his/her written answer within five (5) days of said meeting.
3. Step III – Town Manager: If the grievance is not resolved at Step II, the complaint may be presented to the Town Manager within five (5) work days after the response from the department head or when the said response is due, whichever is earlier. The Town Manager shall meet with the employee within ten (ten) work days of the presentation of the grievance at Step II. The Town Manager shall give his/her written answer to the grievance within ten (10) work days after such meeting, and said answer shall be final and binding on the employee and the Town.
4. Step IIII – Written Presentation: All complaints presented at any step of the grievance procedure shall be in writing and shall be signed and dated by the aggrieved employee. All written answers submitted by the Town shall be signed and dated by the appropriate Town Official.