

1.14	PERSONNEL BYLAW	TABLE OF CONTENTS
1.14.1	Scope of Bylaw.....	21
1.14.2	Equal Employment Opportunity.....	21
1.14.3	Personnel Committee.....	24
1.14.4	Definition of Employee Categories.....	25
1.14.5	Orientation Period.....	26
1.14.6	Work Week.....	26
1.14.7	Interruption of Service.....	26
1.14.8	Grievance Procedure.....	26
1.14.9	Fringe Benefits.....	27
a)	Vacation.....	27
b)	Sick Leave.....	27
c)	Personal Leave.....	28
d)	Bereavement Leave.....	28
e)	Holidays.....	28
f)	Jury Duty.....	29
g)	Military .....	29
h)	Maternity Leave.....deleted.....	29
i)	Leave of Absence.....	29
j)	Insurance Benefits.....	29
k)	Workers' Compensation/Injury Leave.....	30
l)	Pension.....	30
m)	Educational Assistance.....	30
1.14.10	Compensation.....	31
a)	Compensation Review.....	31
b)	Overtime/Compensatory Time.....	31
c)	Payroll Period.....	31
d)	Call-Back Pay.....	31
e)	Longevity Pay.....	32
1.14.11	Amendments to the Bylaw .....	32
1.14.12	Collective Bargaining Agreements.....	32
1.14.13	Severability Clause.....	32
1.14.14	Implementation.....	32

1.14.15 Reimbursement for Town Business Expenses....33

#### 1.14.1 Scope of the Bylaw

This Bylaw has been adopted pursuant to the provisions of M.G.L. Chapter 41, sections 108A and 108C, and other enabling acts. This bylaw does not supercede Federal or State Laws and Regulations.

The bylaw applies to all employees of the Town except:

- a) those filled by popular election
- b) those under the control of the School Committee; and
- c) those covered by collective bargaining agreement.

#### 1.14.2 Equal Employment Opportunity, At Will Employment

The provisions of this bylaw shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, veteran status, or political affiliation.

The Town of Bolton subscribes to the Commonwealth of Massachusetts prevailing employment-at-will relationship between employer and employee, which states that either party may terminate the employment relationship at any time, with or without cause or notice, absent a limiting statute or contractual agreement between the employer and employee.

##### 1.14.2.1 Harassment

Harassment is conduct that has the purpose or effect of creating an intimidating, hostile or offensive working environment, interfering with an individual's work performance, or otherwise adversely affecting an individual's employment opportunities.

Derogatory comments and objectionable conduct of a racist, ethnic, or sexist nature or those aimed at a person's handicap are not only abusive and offensive, but are also violations of the laws, policies, and guidelines of equal opportunity. No employee either male or female is to be subjected to unsolicited and unwelcome conduct of a sexual nature, nor is any employee to be subjected to comments which are disparaging to his/her handicap, sex, or racial or ethnic background.

##### 1.14.2.2 Sexual Harassment

###### Introduction

It is the goal of the Town of Bolton to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace, or in other settings in which employees may find themselves in connection with their employment, is unlawful and will not be tolerated by this town. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated

and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the Town of Bolton takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

#### Definition of Sexual Harassment

In Massachusetts, the legal definition of sexual harassment is this:

“sexual harassment” means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

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,

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.

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

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

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

Unwelcome sexual advances - whether they involve physical touching or not, including repeated, offensive sexual flirtations, advances or propositions;

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; and

Discussions of one's sexual activities.

Incidents of sexual harassment may result from the conduct of managers, supervisors, or other employees, and may also result from the conduct of the Town's vendors, clients or suppliers or other parties with whom the Town deals with on a regular basis. All incidents of harassment, whether occurring internally within the Town's offices, or externally when an employee of the Town is performing services at any other location, should be reported promptly to the contact persons identified in the complaint procedure outlined below.

### Complaint Procedure

In compliance with Massachusetts General Laws Chapter 151B, Section 3A, the following sexual harassment complaint procedure has been developed by the Personnel Committee specifically to ensure that complaints are investigated quickly and in a manner that is fair to all:

1. Any employee having a complaint of harassment should immediately notify his/her immediate supervisor. If this complaint is against the immediate supervisor or if the employee does not feel comfortable in approaching his/her immediate supervisor relative to the complaint, the employee should immediately notify the Personnel Committee, or a member thereof. To obtain the work addresses and telephone numbers of The Personnel Committee, contact the Town Secretary at 779-2297.

2. If a supervisor receives a complaint of harassment, the supervisor is required to immediately notify the Personnel Committee. When the Personnel Committee receives the complaint we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. In the event of such an investigation, each employee, supervisor and manager is responsible for cooperating fully with the Personnel Committee.

3. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

### Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances.

Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

#### No Retaliation for Filing Complaint or for Cooperating in an Investigation

No employee, supervisor or manager shall be retaliated or discriminated against in any way for making a complaint of sexual harassment in good faith or for assisting or cooperating in the investigation of such a complaint. Such retaliation or discrimination is unlawful, and shall not be tolerated by the Town.

#### State and Federal Remedies

In addition to the above, if an employee believes he/she has been subjected to sexual harassment, they may file a formal complaint with either or both of the government agencies set forth below. Using the Personnel Committee complaint process does not prohibit an employee from also filing a complaint with these agencies.

Please note, each of the agencies has a short time period for filing a claim (EEOC - 180 days; MCAD - 6 months).

#### The United States Equal Employment Opportunity Commission (“EEOC”)

One Congress Street, 10th Floor

Boston, MA 02114

Telephone: (617) 565-3200

FAX: (617) 565-3196

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

One Ashburton Place, 6th Floor, Room 601

Boston, MA 02108

Telephone: (617) 727-3990

FAX: (617) 720-6053

#### 1.14.2.3 Notification of Employment Opportunities

Notice of all vacancies shall be posted on each department's bulletin board and at the Town Hall prior to public advertising. Advertising is to be done in area newspapers for a maximum of two weeks. All positions must be classified and all interviews must be held after the advertisement period has ended.

#### 1.14.3 Personnel Committee

This Personnel Bylaw shall be administered by a Personnel Committee, consisting of five voting members appointed by the Board of Selectmen, said Board shall have the power to fill all vacancies. Members are appointed for three-year, staggered terms. The Committee shall select a chairman from its membership who shall preside over meetings. The Committee shall select a clerk from its membership who shall be responsible for recording minutes of all committee meetings, in accordance with the Open Meeting Law.

Like all Town employees and board/committee members, the Personnel Committee is subject to and shall abide by the provisions of the Conflict of Interest Law. M.G.L. Chapter 268A.

No members of the Personnel Committee may be an employee of the Town nor hold Town office, whether appointed or elected. Members of the Personnel Committee shall serve without compensation.

At any meeting of the Personnel Committee action by a majority of the Committee members present shall be binding. At least three members of the Committee shall be present in order to constitute a quorum.

The Personnel Committee is responsible for administering this Personnel Bylaw and may establish procedures as necessary to fulfill this charge. The Personnel Committee may, from time to time, make and issue interpretations and regulations consistent with the provisions of the Personnel Bylaw and necessary for its administration. Similarly, the Personnel Committee shall periodically review the Bylaw and make recommendations for changes, as appropriate, and in accordance with the provisions governing amendments as set forth in Section 1.14.11.

It shall be the responsibility of the Personnel Committee to develop a classification and compensation plan, and to review position classifications and rates of pay at reasonable intervals, as set forth in Section 1.14.10(a). The Personnel Committee shall conduct an open meeting once annually with town employees to discuss employee concerns about salary, fringe benefits, and the administration of the Bylaw. The Personnel Committee shall fulfill its role in the Grievance Procedure, as outlined in Section 1.14.8.

#### 1.14.4 Definition of Employee Categories

- a) FULL TIME EMPLOYEE is a regular employee who works at least 40 hours per week throughout the year.
- b) PART TIME EMPLOYEE is a regular employee who works less than 40 hours per week throughout the year.
- c) TEMPORARY EMPLOYEE is an employee in a full or part time position which is not likely to require the services of an incumbent on a year-round basis. Seasonal employees and employees hired for a specific project on a short-term basis are considered temporary employees.
- d) REGULAR EMPLOYEE is an employee who has completed his/her 90-Day Assessment Period.
- e) EXEMPT EMPLOYEE is a salaried employee who is employed in an executive, administrative, or professional capacity, and is not generally entitled to overtime pay if she/he meets the following criteria:
  - 1) Executive--primary duty is to manage a department;
  - 2) Administrative--primary duty is office or non-manual work directly related to management policies, or directly assisting an executive; and
  - 3) Professional--primary duty requires advanced knowledge acquired by specialized study, work is intellectual and the result is not standardized.

- f) NON-EXEMPT EMPLOYEE is an employee, whether paid a salary or hourly wage, whose primary duty is not executive, administrative, or professional in nature. A non-exempt employee is entitled to overtime pay under certain conditions.

1.14.5 90-Day Assessment Period

The first ninety (90) days of employment between the Town and new employees is considered an assessment period wherein both parties assess overall match of skills, abilities, and job needs to determine if the correct employment decision has been made. Prior to the conclusion of this period either party may dissolve the employment relationship consistent with the prevailing practices of the employment-at-will relationship.

During the 90-Day Assessment Period applicable employee benefits are made available to eligible employees. However, if the employment relationship is dissolved at any time during the 90-Day Assessment Period, exiting employees will not be entitled to any accrued vacation time. An employee is entitled to pay for holidays during the 90-Day Assessment Period, and may use sick leave as earned.

1.14.6 Work Week

The normal work week for employees shall be as follows:

Managerial Employees	As required
Police Employees	40 hours per week
Highway Employees	40 hours per week
Communication Employees	40 hours per week

1.14.7 Interruption of Service

Any regular employee who leaves Town service while in good standing may be rehired by the appointing authority and, upon successful completion of one year's service, will be given credit for time actually employed by the Town.

1.14.8 Grievance Procedure

A grievance is a dispute between an employee and the appointing or supervisory authority arising out of an exercise of management rights or administrative discretion, or interpretation of this Bylaw.

STEP 1. An employee who has a grievance must discuss the grievance with the department head and/or supervisory authority in a mutual effort to resolve the grievance.

STEP 2. If, one week after such conference, a satisfactory understanding and solution of the grievance has not been reached, then either the department head or the employee may refer the grievance to the Personnel Committee. The Committee shall hold a hearing thereon and render a written decision within ten working days of such hearing.

STEP 3. If any party is aggrieved by the decision of the Personnel Committee, such decision may be appealed in writing to the Board of Selectmen, who shall conduct a hearing with respect hereto and render a written decision within ten days of such hearing. A decision of the Board of Selectmen with respect to the grievance shall be binding on both parties.

### 1.14.9 Fringe Benefits

#### a) Vacation Time

Full time employees shall be entitled to paid vacation in accordance with the following schedule:

Less than five (5) years of service	two (2) weeks/year
From five (5) years to less than eleven (11) years of service	three (3) weeks/year
Upon completion of eleven (11) years of service	four (4) weeks/year
Upon completion of twenty (20) years of service	five (5) weeks/year

An employee shall request vacation leave from his/her supervisor, giving as much notice as possible. An employee is eligible for vacation leave after completing one year of service and may begin taking leave as accrued after that time. If a holiday falls during a vacation period, an additional day off will be scheduled, by agreement with the department head.

Vacation leave is credited monthly, beginning in the first month of employment, at the rate of 1/12 of the employee's annual entitlement. Vacation leave may not be taken until it is earned. Vacation entitlement for the first and last months of an individual's employment shall be pro-rated on a calendar day basis to the date of hire or termination, as appropriate. For vacation increment purposes, the anniversary date shall be considered the first day of the month of date of hire, for those employees hired between the first and the fifteenth day of the month. Those employees hired after the fifteenth day of the month shall have an anniversary date of the first day of the following month, for vacation increment purposes.

Part time employees working an average of at least 20 hours per week are entitled to vacation according to the above schedule, with their vacation pay pro-rated to their weekly schedule.

Temporary employees or employees working fewer than 20 hours per week are not entitled to vacation pay.

Employees are required to take vacation on a regular basis to allow for the proper rest from the rigors of work. In unusual circumstances and with prior approval of the department head and Personnel Committee, no more than (5) accrued vacation days may be carried into, and must be taken, during the next calendar year.

#### b) Sick Leave

Each full time employee shall accumulate sick leave at the rate of one and one quarter day for each month of employment (15 days / year). Unused sick leave may be accumulated up to a maximum of 120 working days.

Sick leave is intended for use in times of illness only and as such carries no "buy-back" or "cash in" valuation.

New employees are entitled to sick leave after completing at least one month of service.

Part time employees who work a minimum of 20 hours per week are eligible to accumulate sick leave on a pro-rated basis.

Sick leave is generally for protection of employees against loss of pay due to personal illness. However, sick leave may be used by an employee for illness of a dependent child, spouse, or other immediate relative. Medical certification may be required for any illness after five (5) consecutive days.

c) Personal Leave

Each full time employee with at least one year of service is allowed two days each fiscal year for personal reasons. Personal leave is not to be used as vacation, and may not be combined with vacation leave. Except in an emergency, employees should obtain approval from their supervisors at least 48 hours in advance of taking the personal day. Personal leave may not be carried over from one fiscal year to the next.

Part time employees who work a minimum of 20 hours per week are eligible for personal leave pro-rated basis to their weekly schedule.

d) Bereavement Leave

An employee may be granted up to three days of bereavement leave for the purpose of arranging for and attending the funeral of a member of the employee's immediate family. "Immediate family" shall include spouse, child, parent, brother, sister, parent-in-law, children-in-law, or other relative residing in the employee's household. An employee may be granted up to one day of bereavement leave for the purpose of attending the funeral of a grandparent, aunt, uncle, or other close relative.

e) Holidays

Floating one-half day	
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Patriots' Day	3rd Monday in April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November

Full time employees and part time employees who work at least 20 hours per week will receive compensation on a pro-rated basis for the above listed holidays. Employees working on a holiday will be paid double time, with the exception of the December 25th holiday when all working employees will be paid at a rate of double time plus one half time therefore equal to two and one half times their regular pay.

f) Jury Duty

Employees required to serve on a jury shall be paid the difference between the compensation received from jury duty (excluding travel allowance) and their regular compensation from the Town. In most cases, this will be full pay for the first three days of jury duty, and full pay less the daily jury compensation paid by the court system for the balance of the time served on the jury. Proper evidence of jury pay received must be submitted to the department head.

g) Military Leave

Regular employees who are called for temporary military duty shall receive the difference between their military pay (excluding travel allowance) and their regular pay for up to two weeks of such duty annually. Their vacation allowance shall not be affected by such duty.

h) Deleted      December 13, 1999, Article 3

i) Leaves of Absence

The Town of Bolton will abide by all federal and state laws regarding family and medical leave, to include FMLA (Family and Medical Leave Act) and SNLA (Small Necessities Leave Act), and other applicable federal or state laws regarding leaves of absence.

A detailed description of FMLA and SNLA can be found in the Town of Bolton Employee Handbook.

j) Insurance Benefits

The Town and employee shall share equally in the cost of health and life insurance benefits. The employee's share of the premium payment is deducted from his/her pay check. Employees working a minimum of 20 hours per week on a year-round basis are entitled to join the Town's group insurance program. The Town currently offers health insurance programs through a commercial carrier and Health Maintenance Organizations. The Town also offers a \$5,000 Savings Bank Life Insurance Policy.

Employees who are members of Bolton health insurance group and terminate employment (for reasons other than gross misconduct) may continue coverage in the group for up to 18 months, at their own expense. Such continued coverage will be identical to the coverage provided under

the plan for active employees and their covered families, but will cease if the premium is not paid on a timely basis or if they become covered under another group health plan.

Health insurance coverage may be continued, at their own expense, for up to 36 months for a spouse or dependent child of an employee who dies while employed by the Town. In the case of a divorce or legal separation, health insurance may be continued for dependents, at their own expense or at the expense of the employee, in accordance with the divorce/separation agreement. Continuation of this coverage also ceases if the premium is not paid on a timely basis or if coverage is obtained through another group. In addition, dependent children have the right to continue coverage with their own membership, at their own expense, if coverage through the Town's group is lost when they cease to have "dependent child" status under the terms of the health insurance policy.

- k) **Workers' Compensation/Injury Leave**  
Police and Fire uniformed employees are covered under the provisions of M.G.L. Chapter 41 Section 100 and 111F, and are entitled to the rights and benefits of these laws. All other employees are covered under the Massachusetts Worker's Compensation Law and are entitled to the benefits and provisions of this law.
  
- l) **Pension**  
Regular employees working a minimum of 20 hours per week (1000 hours per year) are required to join the Worcester County Retirement Association, with payroll deductions made in accordance with State Law and date of hire.
  
- m) **Educational Assistance**  
Full time employees and part time employees working at least 20 hours per week, who have worked for the Town for at least one year are eligible for reimbursement for tuition, registration fees, and books for work-related courses which serve to improve their knowledge and skills and increase their performance with the Town.  
Approval for the particular course must be requested prior to enrollment in order to be eligible for the reimbursement, and in order to qualify must have the recommendation of the department head and approval of the Personnel Committee. Approval is subject to sufficient municipal funds. Reimbursement shall be made upon successful completion of the course or program. The Town may require the employee to sign an agreement to remain with the Town for a period of up to two years after completion of the course, or else be willing to reimburse the Town for the funds.  
"Successful completion" of a course shall mean a minimum grade of B or equivalent.

#### 1.14.10 Compensation

##### a) Compensation Review

Whenever the Personnel Committee reviews the wage and salary provisions of this Bylaw, it shall take into account and give such weight as it may deem desirable to the following:

- Rates of pay for like positions in other Massachusetts towns considered by the Personnel Committee to be comparable to Bolton;
- Rates of pay for like jobs (if any) in commercial and business establishments in the area of Bolton and vicinity;
- Other benefits received by Town employees;
- The current level of the Consumer Price Index for the Boston area; and
- The financial policy and economic considerations of the Town.

##### b) Overtime/Compensatory Time

Payment for overtime shall be in accordance with the terms of the Fair Labor Standards Act of 1938, as amended. If an assignment requires work in excess of 40 hours per week, such overtime work must be authorized in advance by the department head. Non-exempt employees shall be paid one and one-half times their regular hourly rate for hours worked beyond 40 in the work week. Compensatory time may be taken in lieu of overtime pay, at the rate of time and one-half, only by mutual agreement of both employee and supervisor prior to overtime hours being worked. If such agreement is made, then compensatory time should be taken within a reasonable time of being earned. An employee is eligible to be paid for any unused compensatory time upon termination or retirement. Supervisory, professional, and managerial employees are exempt employees and are not eligible for overtime pay.

##### c) Payroll Period

Employees are paid on a bi-weekly basis for a period beginning on a Sunday and ending on a Saturday. Payday is generally Wednesday for the two-week period ending the previous Saturday.

##### d) Call-Back Pay

If full time non-exempt employees are recalled to work from off-duty hours, the Highway Department will receive a minimum of three hours pay, and the Police Department will receive a minimum of three hours pay.

e) Longevity Pay

All full time employees shall receive longevity payments according to the following schedule:

Length of Service	Annual Amount
10 years	\$200
15 years	\$300
20 years	\$400

On an annual basis the Selectmen should review any full-time employee who has accumulated over 20 years of service to the Town and may award a meritorious award up to \$100 for this service.

This amount shall be paid in one lump sum in the first pay period following the anniversary of the employee's date of hire. The date of hire shall be considered the date when the employee began working for the Town at least 20 hours per week on a continuous basis. The years of service shall be calculated from this date of hire.

All part time employees working at least 20 hours per week are entitled to longevity pay according to the above schedule, with the amount of payment pro-rated to their weekly schedule.

Temporary employees, or employees working fewer than 20 hours per week are not entitled to longevity pay.

1.14.11 Amendments to the Bylaw

This Bylaw may be amended by vote of the Town at a Town Meeting. However, no amendment shall be considered or voted on by Town Meeting unless the proposed amendment has first been considered by the Personnel Committee and Board of Selectmen.

1.14.12 Collective Bargaining Agreements

The provisions of any collective bargaining agreement negotiated, as provided by the Mass. General Laws, between the Town and an employee, group or union shall prevail over the provisions of this Bylaw.

1.14.13 Severability Clauses

Each provision of this Bylaw shall be construed as separate, to the end that if any part of it shall be held invalid for any reason, the remainder shall continue in full force and effect.

1.14.14 Implementation

Implementation date of Sections 1.14.9 and 1.14.10 of this bylaw and all their respective subsections shall be implemented and become effective commencing July 1, 1988.

## 1.14.15 Reimbursement for Town Business Expenses

### (a) Mileage Reimbursement

When employees have prior approval from their supervisor to use their personal vehicle for Town business, they are reimbursed for business travel at the approved per mile rate, set by the Personnel Committee and the Town Treasurer concurrently. Local travel expenses between the employee's home and assigned work location are not reimbursable. However, if employees are required by business necessity to travel from home directly to a site other than their assigned work location, the Town will reimburse them for the difference between the mileage in their normal commute to their assigned work location and the total miles driven on business.

When using a private vehicle for Town business purposes, the employee assumes liability for the vehicle. All employees who use their personal vehicles for Town business must have a current driver's license and vehicle liability insurance in the minimum amounts required by state law. Otherwise, the vehicle is not authorized for Town business use.