

2007 Personnel Bylaws- Town of West Boylston

Section 1

The Town of West Boylston Personnel Bylaw is established in conformity with the provisions of Massachusetts General Laws, Chapter 41, Section 1 08C and shall be amended as necessary by the Town Meeting.

Section 2

There shall be a Personnel Board consisting of five (5) voters, one or two appointed each year for a term of three years each. The Personnel Board shall be appointed by the Board of Selectmen and shall consist of voters of the town who do not hold elective or appointed office and who are not employees of the town: as defined in the Federal Fair Labor Standards Act (FLSA) Section 3 (e). Initially, one member of this committee shall be appointed to serve one year, two members shall be appointed for two years, and two members to serve three years. Thereafter their successors shall be appointed to serve three years. Appointments will begin July 1 and end June 30. Members shall serve without compensation and shall serve until their successors are appointed.

Section 3

The Personnel Board shall act in an advisory capacity to the Town Meeting and shall prepare a written report stating the Board's recommendations and reasons therefore on all warrant articles involving personnel matters.

Section 4

The Personnel Board shall hold public hearings to hear and adjudicate employee grievances in conformity with the Grievance Procedure contained herein below, should the grievance not be settled on the departmental level, or by the Town Administrator or the appropriate elected board, commission or committee.

Section 5 PERSONNEL POLICY

A. POLICY STATEMENT

The purpose of this policy is to promote a harmonious and equitable working relationship between the Town of West Boylston, acting by and through its duly elected and appointed executive and management officials, and the employees of the Town of West Boylston in order to promote a work environment conducive to quality and proficient public services to the inhabitants of the Town of West Boylston.

These policies are enacted by the voters of the Town of West Boylston in order to further the following goals:

1. To provide a uniform system of personnel administration for employees not covered by collective bargaining agreements or employment contracts throughout the service of the town;
2. To ensure that recruitment, selection, placement, promotion, retention and separation of town employees are based upon employees' qualifications and fitness, and are in compliance with federal and state laws;
3. To assist supervisors in the development of sound management practices and procedures; and to make effective consistent use of human resources throughout the town;
4. To promote communication between department heads, supervisors and employees; and

5. To ensure, protect and clarify the rights and responsibilities of employees.

The Town of West Boylston, acting by and through the Town Meeting, specifically reserves the right to repeal, modify, or amend this bylaw and the policies contained herein at any time. None of these provisions shall be deemed to create a vested contractual right in any employee nor to limit the power of the Town Administrator or any elected board, commission, or committee to direct or supervise employees under their charge, nor limit the power of the Town Meeting to repeal or modify this bylaw and the policies contained herein, The policies contained herein are not to be interpreted as promises of specific treatment.

It is the right of the Town of West Boylston, acting by and through the Town Administrator, elected boards, commissions, committees, and department heads to direct employees, determine staffing levels, and establish operational budget funding levels; and further, the Town of West Boylston acknowledges the rights of the employees to work in safe and decent working conditions, to receive fair and equitable compensation, and to receive proper training and direction in order to properly discharge their duties and serve the Town of West Boylston.

B. APPLICATION

All town departments and all regular, temporary, and seasonal positions in the town service, other than the School Department, the Municipal Light Plant, except as otherwise provided for in Part J herein, and positions under their control and those employees covered under collective bargaining agreement, and all other employees covered by collective bargaining agreement and employment contract shall be subject to the provisions of this bylaw.

C. NON-DISCRIMINATION AND EQUAL OPPORTUNITY STATEMENT

The Town of West Boylston does not discriminate against any individual with respect to hiring, compensation, or terms or conditions of employment because of such individual's race, color, religion, sex, sexual preference, national origin, age, marital status, or disability, nor will it limit segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, sexual preference, national origin, age, marital status, or disability.

It is the intent of the Town of West Boylston to guarantee disabled persons equal opportunity to participate in, or to enjoy benefits of, town services, programs or activities and to allow disabled employees a bias free work environment.

The Town of West Boylston, upon request, will provide reasonable accommodation in compliance with the Americans with Disabilities Act (ADA).

Recruitment and selection processes will grant equal opportunity for employment to qualified applicants and will not discriminate on the basis of disability. Reasonable accommodation will be provided upon request during an application/interview process.

D. ADMINISTRATION

The Town Administrator shall be responsible for the administration and enforcement of the provisions of the Personnel Bylaws. The Town Administrator, as the chief administrator officer of the Town of West Boylston, shall be responsible for personnel administration in conformity with this bylaw and all applicable federal and state laws and regulations for all departments, boards, commissions, and committees under the Town Administrator's jurisdiction, except for those departments and employees under the jurisdiction of the Cemetery Commission, the Board of Library Trustees, the Planning Board, the Municipal Light Board and the School Committee.

E. STAFFING

1. The Town Administrator and elected boards, commissions, and committees that are authorized to appoint officials who receive compensation for services performed and to hire employees shall appoint and hire on the basis of merit and fitness alone.

2. The number of employees for any given department is governed by the Town Administrator or elected board responsible for that function. Requests for increasing or decreasing the staff size in any department should be made by the department head and directed to the Town Administrator or the appropriate elected board, commission or committee. Requests for increases in staff must be made during the spring Annual Town meeting budget preparation process for the ensuing fiscal year. The hiring of additional staff shall not take place prior to the appropriations of funds for the new position(s) and shall not become effective until the commencement of the ensuing fiscal year or thereafter.

F. TYPES OF EMPLOYEES

1. **Full-time:** A person who works 32.5 hours in a year-round position.
2. **Part-time:** A person who works a minimum of 20 hours regularly scheduled weekly but less than 32.5 hours in a year round full-time position.
3. **Seasonal:** A person who is employed for a specific and limited period of time.
4. **Fractional-time:** A person who works less than 20 hours weekly in a regularly scheduled year round position.
5. **Emergency Fire Personnel:** All persons reporting to the Fire Chief, including Call and Per Diem. (Call personnel respond to events or stand by when needed. Per Diem personnel fill actual time slots.)
6. **Exempt Employee:** An employee who is classified as either an exempt or an excluded employee under the provisions of the Fair Labor Standards Act.
7. **Non-exempt employee:** An employee who is not classified as either an exempt or an excluded employee under the provisions of the Fair Labor Standards Act.

G. NEW OR CHANGED POSITIONS

Whenever a new position is established, or the duties of an existing position are so changed or reorganized that a new position is created, the Town Administrator or appropriate elected board, commission or committee shall seek Town Meeting approval on establishing an appropriate grade within the Classification and Compensation Plan contained herein for the new position.

H. RECLASSIFICATION OF EMPLOYEES

No position may be reclassified to a classification in another compensation grade, either higher or lower, until the Town Administrator or appropriate elected board, commission or committee secures Town Meeting approval on the reclassification of the position to an appropriate grade within the Classification and Compensation Plan contained herein.

No officer, board or employee of the Town, nor any other person shall seek Town Meeting approval on a reclassification of a position or office subject to the requirements of the personnel Bylaw shall seek Town Meeting approval on such a reclassification without meeting the following requirements, prior to presenting a town meeting warrant article for voter consideration to the Board of Selectmen.

Requirements

(Updated 5-07)

1. The Personnel Board has previously approved a job description for the position for which reclassification is sought, and
2. A new job description clearly showing a change in the nature of the position for which reclassification is sought so as to increase the job responsibilities of the position, e.g., increase in supervisory, technical expertise or mandatory certification requirements, or similar qualitative change in the nature of the job which requires increased responsibility or skill proficiency, must be approved by vote of the majority of members of the Personnel Board.

I. JOB DESCRIPTIONS

The Personnel Board shall ensure that there are written job descriptions of the positions contained within the Classification and Compensation Plan, each consisting of a statement describing the essential nature of the work and characteristics that distinguish the position from other positions. It shall be the responsibility of the Town Administrator or the appropriate board, commission, or committee to prepare the written job description for the review and approval of the Personnel Board.

The appropriate department heads shall be required to retain current job descriptions and to submit revisions to the Town Administrator or the appropriate board, commission, or committee for review and approval prior to submission to the Personnel Board for consideration.

J. HIRING PROCEDURES

The Town Administrator shall be the hiring authority, subject to the review and disapproval authority of the Board of Selectmen in conformity with the provisions of Chapter 23 of the Acts of 1995, provided that no employee shall be hired without the Town Administrator securing the recommendation and advice of the appropriate department head and appointed board, commission and committee under the jurisdiction of the Town Administrator.

This shall not include employees under the jurisdiction of the Cemetery Commission, the Fire Chief, the Board of Library Trustees, the Planning Board, the Municipal Light Board, and the School Committee.

The following procedures shall be used in the hiring process by all hiring authorities of the Town including the Town Administrator, the Cemetery Commission, the Fire Chief, the Board of Library Trustees, the Planning Board, the Municipal Light Board and the School Committee:

- 1 The Town of West Boylston maintains a policy of promoting from within and will, at least initially, advertise all available positions internally. Internal postings are open to all current employees. Internal notices of vacancies will be posted for a minimum of five (5) working days before any public advertisement process to allow employees an opportunity to submit an application. Notice of vacancies will be posted on the bulletin board in the Town Hall. In addition, copies of postings will be sent to each department. Postings will include the position description, minimum qualifications, salary/wage grade and due date for receipt of applications.

When an application is submitted for a transfer, an employee must meet the following conditions:

- a) be a regular full-time or part-time employee,
- b) have worked for the Town in current position for at least six (6) months,
- c) have satisfactory performance evaluations in current position,
- d) possess stated minimum qualifications for the position,

- e) provide an updated employment application, and
- f) notify current supervisor of intent to apply.

The employee who is transferred must serve a designated probationary period in the new position, not to exceed six months.

Upon movement of the employee, all accumulated benefits and service continuity will be transferred if there is no actual break in service.

- 2 Existing positions that have been vacated will be publicly advertised only after all potential promotional candidates are reviewed. The appropriate hiring authority shall publicly advertise a notice of employment opportunity in a newspaper of regional circulation at least once prior to the deadline for the filing of applications for the position to be filled. The advertisement shall state, at a minimum, the position title, normal hours of work, wage and salary information, minimum qualifications and special skills or licenses required for the position, desired qualifications, the office or address where applications or letters of interest shall be submitted, the deadline for the submission of applications or letters of interest, and the office or department that can provide additional information on the position to be filled.
- 3 The applicant shall complete an employment application or shall submit a letter of interest and resume prior to the deadline for filing applications or letters of interest.
- 4 The hiring authority shall maintain a record of the hiring process.
- 5 The hiring authority, in conjunction with the appropriate department head or appointed board, commission or committee, shall conduct interviews, review the employment applications, perform reference checks, administer any skill or competency testing, as necessary, and perform background checks as required with the consent of the applicant.
- 6 The hiring authority shall require that a prospective employee take a physical examination, including toxic/drug screening tests for safety sensitive and public safety positions, by a physician designated by the town at the town's expense to ensure that the prospective employee is able to perform the essential duties of the position. The physical examination shall take place prior to the effective date of employment.
- 7 An employee shall receive a Promotion when the employee changes from a position of lower classification and compensation grade to a position with greater responsibilities in a higher classification and compensation grade. The employee shall receive the rate of pay in the new compensation grade that results in at least a five-percent increase.

The employee may receive an additional one step-rate increase at the time of the Promotion if the Department Head feels that the employee's qualifications and performance warrant it and if the Town Administrator approves.

The employee receiving the Promotion shall still be eligible for their next step increase on the anniversary of their original date of hire as an employee of the Town of West Boylston.

K. WORK HOURS

The workweek for salary computation purposes extends from 12:01 a.m. on Sunday to 12:00 midnight on Saturday.

The normal scheduled workweek for emergency fire personnel shall be forty-five (45) hours as scheduled by the Fire Chief. Personnel are expected to respond to calls and attend meetings and training outside of the normal hours on an as needed basis.

L. OVERTIME

1. **Computation:** Non-exempt employees eligible to receive overtime under this policy shall be paid at the rate of one and one-half (1/2) times their regular rate of pay for all hours worked in excess of eight (8) hours daily within the regularly scheduled work week for respective employee or in excess of forty (40) hours within the work week whichever is greater except for public safety employee, or for work performed in excess of the hours permitted under the Federal Fair Labor Standards Act (FLSA) work week. No employee shall be paid both daily and weekly overtime for the same hours worked.
2. **Call-in Other Than Emergency Fire Personnel:** An employee eligible for overtime who is not at work and is called in at a time other than his/her normal scheduled hours are guaranteed payment for four (4) hours. If the employee works less than four (4) hours under the call-in, but immediately continues to work his/her scheduled hours, pay will be for only the actual hours worked preceding the normal work schedule.
3. **Emergency Fire Personnel:** Overtime for full-time Fire Department employees, including firefighters, Emergency Medical Technicians and Paramedics shall be paid at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked in excess of fifty-three (53) hours within a work week.
4. **Emergency Fire Personnel:** Members of the Fire Department, including Emergency Medical Technicians and Paramedics, called to duty between the hours of 11:00 p.m. and 6:00 a.m. are guaranteed payment for two (2) hours.
5. **Compensatory Time Off:**
Compensatory time off may be accumulated to a maximum of forty (40) hours for all employees, except full-time Emergency Fire Personnel who can accumulate a maximum of fifty-three (53) hours, to be used at a later time upon mutual agreement. (Compensatory time off is compensated at the rate of one and one-half times the hours accumulated. The maximum hours that could be taken are 60 and 79.5, respectively.)

The town's responsibility for payment of overtime and the granting of compensatory time is as follows:

- a. The town is not obligated by statute to grant all non-exempt employee requests for compensatory time off instead of overtime pay.
 - b. The town is required to compensate overtime at the rate of one and one-half times the non-exempt employee's regular rate for hours worked in excess of the number of hours allowed per work week as designated under the FLSA.
 - c. Upon request of the non-exempt employee, the town may grant compensatory time off in lieu of overtime at its discretion at the rate of one and one-half times the employee's regular rate.
 - d. Compensatory time off may be accumulated to a maximum of forty (40) hours to be used at a later time upon mutual agreement, but shall be used within one year.
- 6. Approval of Overtime and Compensatory Time Off**
Department heads are the authorized authority for the approval of overtime requests. It shall be the responsibility of the department head to determine whether overtime or compensatory time be granted to the employee when compensatory time is requested in lieu of overtime.

Department heads shall ensure that all overtime and compensatory time earned and used is recorded on the employee's time card as it occurs. Department heads will exercise extreme discretion in the utilization of overtime within their departments.

Temporary adjustments in working hours or realignment of duties within the department should be considered as alternatives to the use of overtime. Overtime shall be considered necessary only in emergency situations where additional effort is needed to complete a task which is critical in nature.

It is the responsibility of the individual employee to request compensatory time in lieu of overtime if so desired. Additionally, it is the responsibility of the employee to ensure that accrued compensatory time is used within the time limitation set forth by this policy.

M. HOLIDAYS

1. Observed Paid Holidays

Normal compensation will be paid for the eleven (11) holidays listed below to all employees regularly scheduled to work on such holidays:

New Years Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Patriots Day	Third Monday in April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

When a holiday falls on a Saturday, it will be observed on the preceding Friday; when a holiday falls on a Sunday, it will be observed on the following Monday.

2. Overtime

When an employee, eligible for overtime, is required to work on an observed holiday, he/she will be paid for the holiday and for the actual hours worked on that day.

3. Holiday During Vacation

When one of the eleven (11) paid holiday's falls within an employee's vacation period, an extra vacation day will be credited to the employee's vacation allowance. The extra day may be taken with the vacation or at a later date in the vacation year, subject to prior approval of the department head.

4. Holidays

All employees shall receive compensation on a holiday for hours normally scheduled on that day had the day not been a holiday. In order for an employee to receive holiday pay, the employee must have worked or taken an authorized personal, sick, vacation, compassionate, military or jury duty leave day the regularly scheduled days immediately preceding and following the holiday.

N. VACATIONS

1. Vacation Year

The vacation year is the fiscal year for the Town of West Boylston from July 1 through June 30.

2. Vacation Preference Priority

When compatible with efficient operations, vacation preference priority is normally given to the employees in descending order of their job grades and classes and according to length of service among those on the same job grade or class.

3. Vacation Allowances

As indicated below, vacations will be credited on the first day of the town’s fiscal year. Employees who will earn an additional week’s vacation in the then current year may be granted this additional week’s vacation before their anniversary date, but shall not be paid for this time until after the aforesaid anniversary date.

<u>Length of Service</u>	<u>Days Allowed</u>
6 months but less than 1 year	5
1 through 4 years	10
5 through 9 years	15
10 through 19 years	20
20 years or more	25

Only employees who have completed fifteen (15) years of continuous service with the town as of June 30, 1997 shall be entitled to twenty-five (25) days of vacation annually.

4. Carryover

The department head may approve the request of an employee to defer one (1) week vacation; or work demands may require a department head to request an employee to defer one (1) week vacation. Any deferred vacation time must be taken within one (1) year of the deferral.

5. Eligibility

Eligibility for vacation pay is based on the following rules:

- a. an employee terminating before completing six (6) months of service will receive no pay;
- b. an employee on leave of absence without pay will not accrue vacation credits;
- c. an employee on leave of absence for sickness or injury will not accrue vacation benefits.

6. Part-time Employees

Part-time employees will receive pro rata vacation time (based on the last six (6) months of service) according to the vacation schedule above.

7. Vacation Pay

The Town Accountant may pay employees in advance of their vacation in accordance with the provisions of Chapter 44, Section 65 MGL accepted by Town Meeting on June 10, 1974.

8. Vacation Scheduling

All vacation time shall be taken in five (5) day workweek increments, except that with the department head approval, an employee may take vacation days in increments less than workweek increments. Vacation leave shall be granted by the department head provided there is adequate staffing within the department to efficiently meet the needs of the public and manage the workload and responsibilities of the department.

9. Vacation Buyback

Employees may buy back up to one (1) week of vacation at the end of the fiscal year at the then current rate of compensation for the employee, and the town shall pay the buy back for vacation earned in the preceding fiscal year on or before the first payroll in the month of August.

O. INSURANCES

1. Health Insurance

Full-time and part-time employees may enroll in one of the town's group health plans upon commencement of employment or during the annual open enrollment period. The premium payment for either family or individual membership will be shared by the town and by the employee based on the town's contribution rate in effect at the time.

2. Life Insurance

Full-time and part-time employees are eligible for term life insurance and accidental death insurance. The premium payment will be shared by the town and by the employee.

P. PERSONAL DAYS

Each full-time employee may receive three paid days off each year. Each part-time employee may receive two paid days off each year for the purpose of conducting personal business. A day for part-time employees shall be the regularly scheduled hours of the workday taken off.

Department heads should be notified at least three days before the intended absence except in the case of emergency. Time off is generally authorized in whole days but may be taken in half-day increments by full-time employees only at the department head's discretion. Part-time employees shall only take authorized personal days in whole day increments.

Personal days are not cumulative and may not be carried from one year to another.

Q. SICK LEAVE

Sick leave shall be used for only personal illness or injury, and to provide care for an immediate family member, defined as husband, wife, son daughter, father, mother, father-in-law, mother-in-law, brother, sister, grandchild, or any person living with the employee with a serious health condition, or with an acute medical need.

Full-time and part-time employees shall accrue sick leave at the rate of one full day (fulltime and pro-rata for part-time) for each complete calendar month of service for a total of twelve (12) sick leave days per year. Any employee hired before March 19, 1988 shall be entitled to sick leave of one and one-half days per month for eighteen (18) sick days each year.

No sick leave will be credited for any month during which the employee is absent from work for one or more days, except for personal illness, when prior approval for such absence had not been given by the department head. Sick leave may be accumulated to the maximum of one hundred eighty (180) days.

If a paid holiday falls within a period of illness, the holiday will be considered an illness day and subtracted from accrued sick leave time.

Employees who will be absent from work due to illness or injury must notify the department head before work commences on the first day of absence or as soon as possible thereafter.

Employees should also notify the department head of their expected date of return to work. Employees absent for five or more consecutive working days because of illness or injury must furnish upon their return to work a physician's statement substantiating an illness or injury absence of more than five consecutive working days.

R. FAMILY AND MEDICAL LEAVE

As provided by the 1993 Family and Medical Leave Act (FMLA), all eligible employees shall be entitled to take up to twelve (12) weeks of unpaid, job-protected leave during any twelve (12) month period for specified family and medical reasons.

1. Covered Family and Medical Reasons:

An eligible employee shall be entitled to twelve (12) weeks of unpaid leave during a twelve (12) month period for one or more of the following reasons:

- a. the birth or placement of a child for adoption or foster care
- b. to care for an immediate family member, defined as husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, grandchild, or any other person living with the employee, with a serious health condition;
- c. to take medical leave when the employee is unable to work because of a serious health condition: or
- d. a serious health condition, which shall be defined as an illness of a serious and long-term nature resulting in recurring or lengthy absences. Treatment of such an illness would occur in an inpatient situation at a hospital, hospice or residential medical care facility, or would consist of continuing care provided by a licensed health care provider.

An employee may take leave if a serious health condition makes the employee unable to perform the functions of his/her position. Employees with questions about whether specific illnesses are covered under this policy or under the town's sick leave policy are encourage to meet with the appropriate department head.

2. Employee eligibility

An employee shall be entitled to family leave when he/she meets the following criteria:

- a. the employee has worked for at least twelve (12) months for the town. The twelve months need not have been consecutive. If the employee was on the payroll for part of a week, the town will count the entire week. The town considers fifty-two (52) weeks to be equal to twelve (12) months;
- b. the employee has to have worked for the employer for at least 1,250 hours over the twelve (12) months before the leave would begin;
- c. The employee must work in an office or worksite which employs fifty (50) or more employees, or there must be fifty (50) employees within seventy-five (75) miles of the office or worksite. In this town, all employees work within a seventy-five (75) mile radius of the municipal office building;
- d. When both spouses are employed by the town, they are jointly entitled to a combined total of twelve (12) workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

3. Calculation Leave

Eligible employees can use up to twelve (12) weeks of leave during any twelve (12) month period. The town will use a rolling twelve (12) month period measured backward from the date any employee uses any FMLA leave. It will not be measured backward before August 5,1993.

Each time an employee uses leave, the town computes the amount of leave the employee has taken under the policy, subtracts it from the twelve (12) weeks, and the balance remaining is the amount the employee is entitled to take at that time. For example, if an employee has taken five (5) weeks of leave in the past twelve (12) months, he or she could take an additional seven (7) weeks under this policy.

4. Maintenance of Benefits

An employee shall be entitled to maintain group health plan coverage on the same basis as if he/she had continued to work for the town. To maintain uninterrupted coverage, the employee will have to continue to pay his/her share of insurance premium payments. This payment shall be made either in person or by mail to the Treasurer/Tax Collector office by the first day of each month. If the employee's payment is more than thirty (30) days overdue, then the coverage will be dropped by the town.

If an employee informs the town that he/she does not intend to return to work at the end of the leave period, the town's obligation to provide health benefits ends. If the employee chooses not to return to work for reasons other than a continued serious health condition, the town will require the employee to reimburse the town the amount contributed towards the employee's health insurance during the leave period.

If the employee contributes to a life insurance or disability plan, the town will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the town will request that the employee continue to make those payments, along with the health care payments. If the employee does not continue these payments, the town will recover the payments at the end of the leave period in a manner consistent with the law.

Certain types of earned benefits, such as seniority, may not be accrued during this leave period. Other benefits such as the accrual of seniority will not continue during leave. However, the use of family or medical leave will not be considered a break in service when vesting or eligibility to participate in benefit programs is being determined.

5. Job Restoration

An employee who utilizes family or medical leave under this policy will be restored to the same job or a job with equivalent status, pay, benefits and other employment terms. The town may choose to exempt certain highly compensated "key" employees from this job restoration requirement and not return them to the same or similar position at the completion of FMLA leave. Employees who may be exempted will be informed of this status when they request leave. If the town deems it necessary to deny job restoration for a "key" employee on FMLA leave, the town will inform the employee of its intention and will offer the employee the opportunity to return to work immediately.

6. Uses of Paid and Unpaid Leave:

If an employee has accrued paid leave of less than twelve (12) weeks, the employee will use paid leave first and take the remainder of the twelve weeks as unpaid leave.

If an employee uses leave because of his/her own serious medical condition, or the serious health condition of an immediate family member, the employee will first use all paid vacation, personal or sick leave, and then will be eligible for unpaid leave. An employee using leave for the birth of a child will use paid sick leave for physical recovery after childbirth. The amount of sick leave utilized after this point will be decided on a case-by-case basis. The employee then may use all paid vacation, personal or family leave, and then will be eligible for unpaid leave for the remainder of the twelve (12) weeks. The employee using leave for the adoption or foster care of a child will use all paid vacation, personal or family leave first, and then will be eligible for unpaid leave for the remainder of the twelve (12) weeks.

7. Intermittent Leave and Reduced Work Schedules:

In certain cases, intermittent use of the twelve weeks of family or medical leave or a part of a reduced workweek may be allowed by the town. Employees wishing to use leave intermittently or to utilize a reduced work week for birth or adoption purposes will need to discuss and gain approval for such use from the employee's department head and the Town Administrator or appropriate elected board, commission or committee.

Employees may also use family or medical leave intermittently or as part of a reduced workweek whenever it is medically necessary. If the need to use leave is foreseeable and based on preplanned and prescheduled medical treatment, then the employee is responsible to schedule the treatment in a manner that does not unduly disrupt the town's operations. This provision is subject to the approval of the health care provider.

In some cases, the town may temporarily transfer an employee using intermittent or a reduced workweek to a different job with equivalent pay and benefits if another position would better accommodate the intermittent or reduced work schedule.

8. Procedure For Requesting Leave

All employees requesting leave under this policy must complete the Family/Medical Leave form available from the department head or the office of the Town Administrator. When an employee plans to take leave under this policy, the employee must give the town thirty (30) days notice. If it is not possible to give thirty days notice, the employee must give as much notice as is possible. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule treatment to minimize disruptions to the town's operations.

While on leave, employees are requested to report periodically to the employee's department head regarding the status of the medical condition, and their intent to return to work.

9. Procedure For Notice and Certification of Serious Health Condition:

On occasion, the town may require the employee to provide notice of the need to utilize leave (where it is possible to know beforehand) and/or may require the employee to provide certification of an employee's immediate family member's serious health condition by a qualified health care provider. The employee should try to respond to such a request within ten (10) calendar days of the request, or provide a reasonable explanation for the delay.

Qualified healthcare providers include doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners and nurse-midwives authorized to practice under state law and performing within the scope of their practice under state law, and Christian Science practitioners listed with the First Church of Christ Scientists in Boston, Massachusetts.

When seeking certification of a serious medical condition, an employee should ensure that the certification contains the following:

- a. date when the condition began; expected duration, diagnosis and a brief statement of treatment;
- b. if an employee is seeking medical leave for his/her own medical condition, certification should also include a statement that the employee is unable to perform the essential functions of the employee's position;
- c. For a seriously ill family member, the certification should include a statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.

If deemed necessary, the town may ask for a second opinion. The town will pay for the employee to get a certification from a second qualified healthcare provider, which the town will select. If there is a conflict

between the original certification and the second opinion, the town may require the opinion of a third qualified healthcare provider. The town and the employee will jointly select the third doctor, and the town will pay for the opinion, The third opinion will be considered final.

S. COMPASSIONATE LEAVE

Up to three (3) days of absence with pay may be granted to full-time and part-time employees by the department head when death occurs in his or her "immediate family". Immediate family is defined as husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, grandchild or any other person living with the employee.

For other members of the family (grandparents, aunts, uncles) one day without loss of pay may be granted by the department head for the purpose of attending the funeral or memorial service.

T. JURY DUTY

Any regular full-time or part-time employee who serves on jury duty shall be paid for loss of any earnings occasioned thereby as follows: the town shall be obligated to compensate the employee for the first three (3) days of jury duty the regular wages of the employee. Based upon the normal regular hours of the employee's workday, and thereafter the difference between the regular wages of the employee, based upon the normal regular hours of the employee's workday, and the state jury duty compensation for the fourth day of jury duty and thereafter, provided that the town's maximum period of obligation is no more than six (6) weeks or thirty (30) working days.

U. MILITARY LEAVE

A full-time employee in the Armed Forces Reserve or the National Guard, who shall be required to and does attend annual duty for training, shall be paid the difference between compensation received for such active duty and his regular compensation from the town, provided that such payment by the town shall be limited to a period not to exceed two (2) weeks in any twelve (12) month period, and shall not include payment to members of the National Guard who may be mobilized during any emergency in the Commonwealth. In all cases, the military earnings statement must be presented to the supervisor in order to receive additional compensation for which the employee may be eligible.

V. PROBATION PERIOD

All employees, except exempt department heads, placed in new full-time and part-time positions must serve a period of probation. Exempt management, including department heads not covered by employment contract and confidential employees, including the Administrative Assistant to the Chief of Police and the Municipal Assistant, who are "at will" employees, serve no probation period as they are continually "on probation". Police officers and firefighters serve a probation period of one year; all other employees serve a six (6) month or 180 day probation period.

The probation period is designed to give the employee time to learn the position and to give the supervisor time to evaluate the employee's potential and performance. During the established probation period, the town reserves the right to terminate the probationary employee's service on the basis of unsatisfactory performance or on the basis of other reasons deemed sufficient by the town, provided, however, the Town Administrator or other appropriate elected board, commission or committee shall not discharge or otherwise discipline an employee for protected union activity.

If an employee is unable to perform the work, the person must be terminated as early as possible. Early termination saves the town a time and dollar investment and saves the employee possible embarrassment and frustration. Rejected probationers shall be notified of such action in writing by the Town Administrator or appropriate elected board, commission or committee, upon written recommendation of the department head at any time during the probation period, and a copy of said notification shall be retained in the personnel files.

At the end of the probation period, the employee is formally evaluated and provided written documentation of progress by the Town Administrator, or appropriate elected board, commission or committee, through the appropriate department head. It is expected that informal evaluations will be conducted during the course of the probation period to assess performance and to advise employees of expectations regarding performance. These evaluations provide the necessary justification for retention of the person as a regular employee.

Under unusual circumstances, the probation period may be extended. This is only after an evaluation of the situation, the employee's abilities, and demonstrated potential. Probation extension is done only upon recommendation of the department head and concurrence by the Town Administrator, or appropriate elected board, commission or committee.

If the employee successfully completes the probation period, the employee shall be informed in writing that he/she is now a regular employee. This will be accomplished by the Town Administrator or appropriate elected board, commission, or committee through the department head.

If an individual has been transferred or promoted, he or she remains eligible for all fringe benefits included with the previous position during the probation period for the transfer or promotion. If the position to which an employee has been transferred or promoted carries benefits different from those of the previous position, the person becomes eligible for the benefits of the new position upon the satisfactory completion of the probation retroactive to the date of the transfer or promotion.

If a transferred or promoted employee fails to achieve satisfactory performance in the new position, he or she will be given priority for the first position opening similar to the one previously held if the employee's performance in the previous position was satisfactory. If an employee had not performed satisfactorily in the previous position, termination from town employment will be considered.

If an emergency arises during an employee's probation period which requires a leave of absence, such time off, if granted, will not be considered as time worked.

W PERFORMANCE EVALUATION

The functions of the employee performance evaluation are to provide introductory employment employees with timely reports of their progress and allow for correction of deficiencies; to provide all employees with positive recognition of strengths and special abilities and an opportunity to improve deficiencies; to provide an ongoing performance record which may become part of documentation used in making personnel actions; to provide employees with an opportunity to discuss ways and means for improvement and to cause current job descriptions to be formulated and/or maintained.

Employees on introductory or probationary employment status shall be evaluated at the midpoint of such status, usually after ninety (90) days of employment and two weeks prior to the end of the introductory employment period at which time the employee shall be advised of his/her status (regular or terminated).

All regular full-time, part-time and fractional employees shall be evaluated at least once a year. For employees not on shift schedules, they shall be evaluated during the month of their anniversary date. Department heads and supervisors may choose to evaluate employees more often. It shall be the responsibility of each department head to maintain a list of employee anniversary dates and to evaluate his/her employees within the time frame given.

The employee and the department head each shall complete an Employee Performance Evaluation Form approved by the Town Administrator or appropriate elected board, commission or committee. During this preparation, the employee and the supervisor may discuss various aspects of completion of the form, but this should not be in lieu of having each person complete a separate form. This part of the process should require only a few days.

When the employee and supervisor have each completed their form, they shall arrange for a conference. During the conference, the employee and supervisor discuss each portion of the form and the relationship between the employee's performance of the job and the description of the job itself. The employee and the supervisor shall strive to reach a consensus on each section and shall jointly complete the conference report on a third evaluation form. If there is a disagreement, or consensus is not achieved, the supervisor's comments shall take priority and the employee may, if he/she wishes, use the "Employee's Remarks" section to respond. The supervisor signs the completed form and sends it to the appointing authority (if other than the supervisor completing the evaluation) for review, comment and signature. It is then returned to the supervisor who allows the employee to read the completed form and sign it. The signed employee performance evaluation conference report is placed in the personnel file and will remain filed for the length of time required by law or policy.

X. PERFORMANCE IMPROVEMENT

In instances where job performance or conduct (e.g. excessive tardiness or absenteeism, insubordination, etc.) call for corrective action, the following steps should be taken:

1. properly define all problems;
2. eliminate any misunderstandings; and
3. provide the employee with the maximum opportunity to improve conduct or performance and protect the town's interest if it is subsequently accused of being unfair or violating federal and/or state regulations.

The normal sequence of action outlined in the steps below may be altered depending on circumstance.

Step 1: Oral Discussion

The department head shall meet with the employee whose performance or conduct is unsatisfactory and outlines the problem(s). The employee should be encouraged to contribute in identifying the cause(s) of the problem(s). The objective of the discussion should be to help the employee bring his/her performance or conduct to a satisfactory level. During this meeting emphasis should be placed on informality, open-mindedness, and the unemotional exchange of factual information. The department head should make an informal record of all points discussed and follow up on any mitigating evidence provided by the employee.

If at the end of the meeting, it is established that the employee is wholly or partly responsible for the defined problem(s), the employee should be informed that attainment of the agreed upon improvements within the specified time table will eliminate the need for any further action.

Step 2: Written Warning

If the oral discussion in Step 1 fails to correct the timetable agreed upon, a more formal meeting should be held between the department head and the employee. Prior to this meeting, the department head shall prepare a written statement covering all problems and other areas of dissatisfaction including dates and times where appropriate. This document should outline what was discussed during the first meeting and any additional areas where improvements are needed.

The memorandum should also include dates by which improvements are expected. During the Step 2 meeting, the department head should indicate why the meeting is necessary.

The department head and the employee should review the written statement listing areas of inadequate performance or poor conduct, point by point. Before the Step 2 meeting is concluded, the disciplinary action that will be taken must be outlined. Formal probation may start with this meeting. At the conclusion of the Step 2 meeting, the employee should be asked to sign the memorandum as evidence of having

seen and discussed its contents. If the employee refuses to sign the memorandum, the department head should make note of the refusal on all copies.

One copy of the memorandum should be given to the employee, one copy to the Town Administrator, or appropriate elected board, commission or committee, one copy to the Personnel Board, and one to be retained by the department head.

Again, it is the town's objective to work with all employees having difficulties in order to resolve problems before they become unmanageable and to retain the individuals as productive employees.

Step 3: Probation

If the employee was not placed on probation during the Step 2 meeting and problems persist, the employee should be notified of being placed on formal probation when improvements have not been achieved. The length of the probation period is determined by the department head and depends on the complexity of the problems involved. Notice of being placed on probation must be in writing and the employee should be asked to sign the notification of probation.

Refusal to sign shall be noted by the department head. The employee placed on probation should be notified that continuation of poor performance or poor conduct could result in termination at any time during the probation period.

Step 4: Termination

An employee on probation due to poor job performance who does not show improvement during the probation period should be terminated. Employees on probation for reason other than job performance (conduct or insubordination) should be considered for termination if improvements are not observed.

Y. TERMINATION

The town acknowledges that it is necessary to establish procedures for employee termination with the town by service or disability retirement, resignation, discharge, probation period termination, or layoff. The procedures are designated to provide the least disruption and inconvenience to the employees of the town.

1. Service Retirement is voluntary termination after having satisfied the age and length of employment requirements of the applicable County or State Teachers Retirement System procedures for applying retirement benefits.

2. Disability Retirement is voluntary termination necessitated by an injury or illness which renders the employee incapable of performing his/her usual job. The termination is preceded by a memorandum/letter by the employee to his/her supervisor advising of the disability ruling, date of termination, supporting documentation, and a ruling by the appropriate board verifying the disability and approving the retirement.

3. Employee-Initiated Resignation is a voluntary termination for any reason other than formal retirement. An employee wanting to leave the town in good standing shall provide a written resignation to his/her immediate supervisor at least fourteen (14) calendar days prior to the effective date of resignation. The resignation letter should include the reason for leaving as well as the proposed effective date. Two weeks notice is understood to mean that the resigning employee will be available for work during this time so as to aid in the training of a replacement.

Exceptions to the time limit requirement may be granted by the Town Administrator or appropriate elected board, commission or committee.

4. Supervisor-Initiated Resignation is termination requested by the supervisor which permits the employee to resign in lieu of being discharged. A termination of this type occurs only after the

supervisor's consultation with the Town Administrator, or appropriate elected board, commission or committee. An evaluation of the circumstances is conducted, including reasons for the request, supporting documentation and alternatives.

5. Probationary Termination is discharge of an employee during the established probationary period (introductory employment) period, usually for the inability to meet position/department requirements. A probationary termination occurs only after the supervisor's consultation with the Town Administrator, or appropriate elected board, commission or committee.

6. Layoff Termination of an employee by the town for the lack of work, lack of funds, or other changes that have taken place. In layoff, recall and filling regular job vacancies, the town shall give equal consideration to an employee's ability and performance of the duties required in the job and consideration to an employee's length of service with the town in the classification. In applying this provision, where qualifications, experience and performance are equal, seniority shall govern.

Every effort will be made for transfers to other departments when a position is open for which the employee qualifies.

The town shall provide an employee with at least two (2) weeks advance notification prior to layoff, except in case of emergency.

An employee on layoff must keep the town informed of the address and telephone number where he/she can be contacted.

If the town is unable to contact the employee within seven (7) calendar days, the town's obligation to recall the employee shall cease. The town shall have no obligation to recall an employee after he or she has been on continuous layoff for a period which exceeds one year. Should an employee not return to work when recalled, the town shall have no further obligation to recall him/her.

7. Disciplinary Termination is the immediate removal of an employee from the job, pending a hearing for discharge, which may be warranted in instances involving serious insubordination, theft, serious illegal or destructive acts while on the job, or other substantial reasons deemed appropriate by the Town Administrator, or appropriate elected board, commission or committee. An employee also may be discharged after repeated offenses of a less serious nature if the offenses have been documented by the supervisor and appropriate behavioral changes have not resulted from previous progressive disciplinary action.

8. Poor performance Termination is termination because of failure to meet reasonable performance standards, after the procedures delineated in Section X. Performance Improvement have been followed.

Z. GRIEVANCE PROCEDURE

Any employee who has been aggrieved by the application of any of the rules and regulations contained within this bylaw may make such grievance known through the process delineated herein. A grievance shall be limited to questions of interpretation and application of these rules and regulations and must be started within seven (7) calendar days of the occurrence of the alleged violation. The aggrieved employee shall present the grievance in writing to the department head for resolution. If it is not resolved at that level within seven (7) calendar days, the aggrieved employee shall present the grievance to the Town Administrator or appropriate elected board, commission or committee, in writing, within seven (7) calendar days of the department head's action on the grievance. The Town Administrator or appropriate elected board, commission or committee shall have fourteen (14) calendar days to process the grievance.

If the aggrieved employee is not satisfied with the actions of the Town Administrator or elected board, commission or committee, the aggrieved employee may present a grievance, in writing, to the Personnel Board, and shall send copies of same to the appropriate department head, Town Administrator and

appropriate elected board, commission and committee within seven (7) calendar days for final action. The written notice shall include the following:

- (a) statement of the grievance and relevant facts;
- (b) remedy sought; and
- (c) reasons for dissatisfaction with the department head's solution.

The Personnel Board shall consider the grievance at a public meeting. Final action shall be taken by the Personnel Board within fourteen (14) days of receipt of the grievance by the Personnel Board.

AA. CLASSIFICATION AND COMPENSATION PLAN

1 Classification Plan

The official classification plan of the town is as follows:

Non-exempt employees - wage earning employees

Grade 1	Casual Labor Clerk/Typist Custodian/Maintenance Worker Dining Room Manager Minutes Clerk
Grade 2	Animal Control Officer Dog Officer Treasurer/Tax Collector Clerk Van Driver
Grade 3	Assistant Children's Librarian Assistant to the Program Director COA Assistant Town Clerk Library Assistant Secretary Secretary/Bookkeeper
Grade 4	Administrative Assistant to the Chief of Police Administrative Secretary for Streets and Parks Administrative Assessor Assistant Tax Collector Assistant Treasurer Dispatcher
Grade 5	Assistant Town Accountant Municipal Assistant

Exempt Employees - Salaried Employees

Grade 6	Cemetery Superintendent Council on Aging (COA) Director
Grade 7	Assistant Library Director Children's Librarian

	Town Clerk
Grade 8	Inspector of Buildings
Grade 9	Assessor Principal Town Accountant
Grade 10	Library Director Treasurer/Tax Collector
Grade 11	Director of Public Works

Non-Exempt Emergency Fire and Medical Employees

Grade 1F	Call Support Employees
Grade 2F	Call, full-time, part-time and per diem firefighters Call, full-time, part-time and per diem EMT's (Basic and Intermediate)
Grade 3F	Full-time, part-time and per diem Firefighter/Emergency Medical Technician (EMT) Full-time, part-time and per diem Firefighter/Emergency Medical Technician (EMT) Clerk
Grade 4F	Call, full-time, part-time and per diem Firefighter/Paramedic (PAR) Call, full-time, part-time and per diem Firefighter/Paramedic (PAR) Clerk

Per Diem positions are used to fill open shifts within the fire department. Per Diem employees are paid by the hour with no benefits. Officers-in-Charge who are on call for weekends are paid three hours for being available to respond to calls, and paramedics and EMT's who sign up to be "on call" for open shifts are paid 1 hour for every two hours on call.

2. Compensation Plan

The official compensation plan of the town is as follows:

CLASSIFICATION AND COMPENSATION PLAN

Non-Exempt Employees – Wage Earning Employees					
Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$10.26	\$11.29	\$12.30	\$13.36	\$14.36
2	\$11.26	\$12.40	\$13.51	\$14.63	\$15.05
3	\$12.26	\$13.47	\$14.72	\$15.95	\$17.20
4	\$13.26	\$14.61	\$15.92	\$17.26	\$18.60
5	\$14.29	\$15.73	\$17.16	\$19.18	\$20.01

Exempt Employees - Salaried Supervisors					
Grade	Step 1	Step 2	Step 3	Step 4	Step 5
6					
Cemetery Superintendent	\$24,235.10	\$26,665.38	\$29,078.23	\$32,514.03	\$33,944.93
COA Director	\$29,823.40	\$32,819.48	\$35,787.88	\$40,018.05	\$41,777.98
7					
Children's Librarian	\$27,647.33	\$30,366.65	\$33,170.03	\$35,927.28	\$38,689.65
Town Clerk	\$27,647.33	\$30,366.65	\$33,170.03	\$35,927.28	\$38,689.65
Assistant Library Director	\$29,823.40	\$32,701.60	\$35,718.18	\$38,692.73	\$41,665.23
8					
Building Inspector	\$22,571.53	\$24,836.78	\$27,084.60	\$29,353.95	\$31,598.70
9					
Principal Assessor	\$36,295.25	\$39,929.90	\$43,562.50	\$46,912.20	\$50,808.23
Town Accountant	\$36,295.25	\$39,929.90	\$43,562.50	\$46,912.20	\$50,808.23
10					
Library Director	\$37,893.23	\$42,856.28	\$45,836.98	\$50,571.45	\$54,545.38
Treasurer/Tax Collector	\$42,294.58	\$46,528.85	\$50,758.00	\$54,991.25	\$59,224.50
11					
Director of Public Works	\$56,677.38	\$61,332.93	\$65,989.50	\$70,644.03	\$74,809.63

Non- Exempt Emergency Fire and Medical Services Employees					
Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1F	\$8.22	\$9.02	\$9.87	\$10.68	\$11.53
2F	\$11.87	\$13.04	\$14.24	\$15.43	\$16.62
3F	\$13.08	\$14.28	\$15.47	\$16.67	\$17.98
4F	\$16.34	\$17.85	\$19.34	\$20.85	\$22.47

The non-exempt emergency fire and medical services employee wage levels do not include annual stipends for department officers, and training and skill certification required by the Fire Chief for the delivery of fire fighting, emergency medical rescue, inspection and administrative services.

The Fire Chief establishes requirements for annual stipends, including levels of compensation, as part of the rules and regulations of the West Boylston Fire Department. Annual stipends range from \$250.00 to \$2,000.00

The Non- Exempt Emergency Fire and Medical Services Employees Classification Plan and Compensation Plan shall become effective on the following dates: January 1, 2000 for Grades F3 and F4, and July 1, 2000 for Grades F1 and F2.

3. Amendment of the Plans

The classification and compensation plans have been established pursuant to the authority contained in Massachusetts General Laws, Chapter 41, Section 108C and may be amended in the manner provided in this statute through vote of town meeting. Annually the Board of Selectmen shall cause the preparation of necessary amendments to the classification and compensation plans for voter consideration at the Annual Town Meeting. No amendment shall become effective until the Town meeting appropriates funds to fund the same.

BB. Starting Wage or Salary

All employees covered under this bylaw shall be hired at Step One of the appropriate Pay Grade for the position to be filled, provided, however that the appropriate hiring authority, Town Administrator or appropriate elected board, commission or committee may place a qualified candidate for employment at a higher step of the appropriate Pay Grade, subject to the following conditions:

- a) there are sufficient funds appropriated for the wage or salary;
- b) that the starting wage or salary is no higher than Step Three, the midpoint of the appropriate pay grade.

CC. Step Increases

All permanent, full-time, part-time, and fractional-time employees who are not department heads shall receive a step increase after the completion of two (2) years of service and every two (2) years thereafter, provided the employees are in good standing and in active service of the town. No step or longevity increases shall be given when an employee reaches Step Five on the employee's respective Pay Grade. Seasonal employees shall not be entitled to step increases, but are eligible for wage increases or cost-of-living increases approved by Town Meeting.

Department heads shall receive a step increase after completion of two (2) years of service and every two (2) years thereafter, provided the department heads are in good standing and in the active service of the town, and subject to a satisfactory performance evaluation. On or before July 1st of each calendar year, the Town Administrator or appropriate elected board, commission or committee, based upon department work priorities, goals and objectives, shall meet with the appropriate department heads to establish department performance goals and supervisory goals and methods of measuring performance for the subsequent fiscal year commencing July 1st.

The Town Administrator or appropriate elected board, commission or committee shall ensure that the annual performance goals and methods of measuring performance are formalized in writing on appropriate forms approved by the Personnel Board and that the department head understands the goals and methods of measuring performance. The Town Administrator or appropriate elected board, commission or committee shall review annual performance goals and performance measurements intermittently during the fiscal year with the department head and more formally on or before January 15th and shall review annual performance on or before June 30th. The annual performance evaluation shall be formalized in writing on appropriate forms approved by the Personnel Board and shall become a permanent part of the department head's personnel record. No bi-annual step increase shall be granted to a department head should the normal performance evaluation for the preceding year not be satisfactory. Should a step increase be denied due to unsatisfactory performance, the department head shall be eligible to receive any other wage increases or cost-of-living increases approved by Town Meeting.

As of the appropriate effective dates of the Non-Exempt Emergency Fire and Medical Services Employees Classification and Compensation Plan for each class of department employees (January 1, 2000 for Grades 3F, 4F, and July 1, 2000 for Grades 1F and 2F), all active employees in good standing with the Fire Chief, shall receive a step increase after two (2) years of service and every two (2) years thereafter.

DD. Personnel Records

A personnel record of all town employees, except employees of the Municipal Light Department and the School Department, shall be maintained in conformity with Massachusetts General Laws, Chapter 66 by the Town Administrator. Such records shall contain the vital statistics and other information as prescribed and pertinent to the administration of this bylaw for all persons employed by the town, except as excluded above.

It shall be the duty of each town officer and employee to furnish to the Town Administrator forthwith upon his/her request, all data and documents needed for the completion of this record, all memoranda, personnel records, reports, attendance records for all employees delineating days worked, vacation days, sick leave and all other leaves and/or absences.

EE. Savings Clause

In the event any section or portion of this bylaw should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific section or portion thereof of this bylaw specifically specified in the court decision.

FF. Job Sharing

Job sharing is an arrangement in which two people share one full-time, permanent position by coordinating responsibilities in the performance of the tasks specified in the position's job description. This policy covers both traditional methods of job sharing:

- (1) Two employees fill one full-time job by dividing the hours of work. Both employees perform the same tasks and share the same responsibilities.
- (2) Two (2) employees divide the responsibilities of one full-time job by performing different tasks combining strengths, specialties and experience.

1. Hours of Work

- a. Jobs may be divided on a shared day, shared week, or other alternative arrangement agreed upon by the department head. The shares need not be equal.
- b. The department head must approve all work schedules.
- c. Job sharers will make every effort to fill in for each other.
- d. The actual hours of work of the two job sharers must meet the needs of the department and must cover the requirements of the full-time position being shared.

2. Salary/Wages

- a. The combined wages of the Job Sharers shall not exceed the wage of the full-time position being shared.
- b. The method of prorating the wage of the shared position between the two Job Sharers shall be established by a written agreement between the two employees and the Town.

3. Benefits

- a. The combined benefits of the Job Sharers shall not exceed the benefits of one full-time position. This applies to both the cost of benefits and to leave time (vacation, sick-time, etc.)
- b. The method of prorating the benefits of the shared position between the two Job Sharers shall be established by a written agreement between the two employees and the Town.
- c. So long as the total number of shared hours does not exceed a 39-hour work week.

4. Application Procedure

- a. The department head determines whether a position is eligible for job sharing.
- b. Applicants may apply as a team or individual.

- c. Prior to appointing two job share candidates to a position, they must meet with the department head to establish a written agreement which defines the proration of hours, duties, wages, and benefits.

5. Performance Reviews

- a. Performance reviews shall be conducted individually.
- b. The employee's performance shall be evaluated based on the job description of the full-time position, the job share agreement, and on the level of communication and cooperation between job sharers.
- c. The job share agreement shall be reviewed annually as part of the performance review. The agreement may be renewed, modified or revoked.

6. Resignation and Termination

- a. A job share agreement may be terminated by the department head at any time.
- b. Job sharing partners must give at least a thirty-day notice prior to resigning.
- c. If one member of the job sharing team resigns, is terminated or transfers, the remaining employee shall have the option of:
 - (1) assuming the full-time position
 - (2) continuing the job sharing agreement with a new candidate if one can be found
 - (3) resigning.

Attest:

Kim D. Hopewell
Town Clerk