



CITY OF AMESBURY  
IN THE YEAR TWO THOUSAND TWENTY

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SPONSORED BY: Kassandra Gove BILL No. 2020-160  
Kassandra Gove, Mayor

**An Order** to update the City's Personnel Policies and Procedure Ordinance

**Summary:** The ordinance documents employment policies & procedures for non-union employees of City departments. As part of an effort to review and modernize human resources functions, the Mayor's Office has been reviewing this ordinance.

This order will begin the process of making updates by changing references from "Town" to "City" (and "by-law" to "ordinance"). It will also change the process for employees terminating City service to receive accrued but unused vacation time, as well as to update the percentage of health insurance cost paid by City employees.

It is expected that additional updates to this ordinance will be submitted going forward.

**Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same, as follows:**

That the City Personnel Policies and Procedure Ordinance is hereby amended per the attached red-line documented changes as described above.



## PERSONNEL POLICIES AND PROCEDURE ORDINANCE

### I. Purpose

- a. The purpose of this by-law ordinance is to provide descriptions of policies for all employees not otherwise a member of a collective bargaining unit.
- b. The terms and conditions within this ordinance of the benefit plans herein are governed at all times by the complete provisions of the insurance contracts or agreements under which the plans are administered.
- c. The City/Town reserves the right to revise, supplement, terminate or otherwise reconsider any or all of these policies, practices or a benefit, with or without notice, at any time the City/Town in its sole discretion decides that it is appropriate to do so.

### II. Employment Policies

- a. Equal Employment/Affirmative Action — The Mayor shall adopt the proscribed federal policies as they may be amended from time to time
- b. Harassment - Sexual and other unlawful harassment will not be tolerated and the Mayor is authorized to amend the policies to conform to changing federal and state guidelines.
- c. Immigration Law - The Mayor is authorized to adopt policies that adequately conform to federal and state guidelines
- d. Employment Categories
  - i. EXEMPT AND NON EXEMPT designations will be determined for every position covered under this ordinance. Federal and State wage and hour laws will be the sole determining factor in this classification. Exempt employees who are not in a temporary or introductory status and who are regularly scheduled to work the City/Town's full time schedule. Generally, they are eligible for the City/Town's benefits, subject to the terms, conditions, and limitations of each benefit program.
  - ii. REGULAR FULL TIME employees are those employees who are not in a temporary or introductory status and who are regularly scheduled to work the City/Town's full time schedule. Generally, they are eligible for the City/Town's benefits, subject to the terms, conditions, and limitations of each benefit program.
  - iii. REGULAR PART TIME employees are those employees who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than the City/Town's full time schedule. While they do receive all legally mandated benefits (such as worker's compensation insurance) eligibility for other benefits are limited to those expressly extended to part time employees.
  - iv. PROBATIONARY employees are those employees whose performance is being evaluated for a six-month period to determine whether further in a specific position or with the City/Town is appropriate. Employees who satisfactorily complete the probationary period of six months will be notified of the new employment classification.
  - v. TEMPORARY AND SEASONAL employees are those employees who are hired as interim replacements, to temporarily supplement the work

force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initial stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits, they are ineligible for ~~all of the~~ City/Town's other benefit programs.

e. Personnel Records

- i. Information contained in personnel files and other Employee records are considered confidential City/Town property and will not be released without legitimate business and proper authorization or as required by Federal and States laws.
- ii. Location of files: Every effort will be made to centralize all personnel records in the Human Resources Office of the payroll processing clerk for the City/Town. Until such time as this project is completed, employees may have to review payroll records in the office of the City/Town Chief Financial Officer Accountant and other personnel filed in the office of their respective Department Heads.
- iii. Employees are permitted access to their individual personnel files subject to various State and Federal regulations and the following:
  1. Access is ~~the~~ only authorized during Normal working hours of the keeper of the personnel file.
  2. Employees will be denied access to any file information which relates to an ongoing investigation that may result in corrective action, termination, or civil or criminal liability.
  3. Employees will be denied access to any documentation regarding pre-employment reference checks.
  4. Employees are not permitted to examine another employee's personnel file, with the exception of supervisory/management personnel acting within the scope of their responsibilities.
- iv. The City/Town will comply with any validly issued subpoena or court order requiring surrender of an Employee's personnel records or any part thereof.
- v. It is each supervisor's responsibility to maintain the security of all Employees working files in their possession.

f. Outside Employment

- i. Regular employees of the City/Town shall not engage in any other business or employment during their hours of duty.
- ii. Employees shall not be employed in any position that reflects poorly on the work ethic and reputation of public employees and/or employment which adversely impacts the employee's ability to perform his/her assigned work.

g. Employment of Relatives

- i. Generally relatives should not supervise one another. The Mayor, in unusual circumstances is authorized to make exceptions. Any such exceptions are subject to review as often as the Mayor deems appropriate

and the Mayor may revoke such exception when and in a manner he/she deems appropriate.

- ii. The policy of the CityTown of Amesbury is to not hire relatives of current employees to work in the same department.
- iii. If non related employees in the same department subsequently are related through marriage, the least senior shall be transferred to another but equal position as soon as one is available. If one is not available within 12 months, the least senior person shall be compelled to resign unless the Mayor makes an exception as described in paragraph 1 above.

h. Contracted Services

- i. The CityTown reserves the right to contract for any service including but not limited to those services provided by employees.

III. Employee Conduct and Work Rules

a. Attendance

- i. Employees are expected to report to work regularly and on time.
- ii. Unsatisfactory attendance will result in disciplinary action and have an adverse effect on any promotional consideration
- iii. In the rare instances when an employee is going to be tardy or absent he/she must notify their supervisor as soon as practical.
- iv. Absence for three consecutive work days without contract will be considered a resignation unless subsequent justification is presented within a reasonable time.
- v. If the CityTown concludes that an employee's absence is unjustified, even if notice is given, the CityTown will treat the employee's absence is unexcused.
- vi. Even if the CityTown excuses an employee's absences, the employee may still -be subject to disciplinary action for continued absences which adversely affect the CityTown.

b. Code of Conduct

- i. Employees are expected to conduct themselves at all times in a professional and business-like manner.
- ii. Employees are expected to be courteous at all times to all citizens, co-workers, supervisors, vendors, and all others with whom they come in contact.
- iii. Employees are also required to conform to all rules of the job-sites at which they are working.
- iv. Employees may not conduct themselves off duty in any manner which reflects poorly on the work ethic and reputation of CityTown employees nor participate in any conduct which adversely affects the employee's ability to perform his/her work.

c. Conflict of interest

- i. Strict adherence to the Common of Massachusetts<sup>2</sup> Ethics Commission's rules, regulations, guidelines, is required of all employees.

d. Appearance

- i. Office staff must wear appropriate office attire.

- ii. If employees are provided a uniform, it must be maintained and worn in a neat and orderly manner. No cut-off sleeves pant legs or other non-tailored alteration if a uniform is permitted.
  - iii. If safety requirements necessitate individual person grooming or other standards as determined by the appropriate Department Head and concurred with the Mayor, they are hereby incorporated into this ordinance by reference.
  - iv. Any employee who comes to work dressed in violation of the above criteria will be sent home by a supervisor immediately, and will be docked for all time in which the employee is absent from work as a result of violating the Town's appearance code.
- e. Electronic Communications
- i. Electronic communications systems and all informed and communications transmitted by, received from, or stored in these systems are the property of the CityTown of Amesbury and, with limited exceptions, are to be used by Employees only and for business related purposes.
  - ii. Since these systems are CityTown property, employees do not have a reasonable expectation of privacy or a personal privacy right in Electronic Communication Systems (ECS) and related systems.
  - iii. The use of an ECS for solicitation for any kind, unless ~~town~~City-sponsored, is expressly forbidden.
  - iv. No ECS message should be created or sent which may constitute intimidating, hostile, or offensive material on the basis of race, color, creed, religion, national origin, age, ~~sex~~e, marital status, lawful alien status, non-job related physical or mental disability, veteran status, sexual orientation, or other basis prohibited by law.
  - v. The sharing of passwords with unauthorized personnel is expressly prohibited.
  - vi. To insure the use of ECS is consistent with this policy, the CityTown may, at its discretion, from time to time, monitor the use of such systems without prior notice. Such monitoring may include, but is not limited to, printing and reading all communications entering or leaving the ECS.
  - vii. Limited personal use of ECS is permitted provided it is reasonable, without additional cost to the CityTown, and does not, in any way interfere with the operations of the CityTown or any of its departments.
  - viii. Use of cellular phones is limited to business use only, without exception, and should be utilized only when in the best interest of the CityTown.
- f. Harassment Policy
- i. The CityTown of Amesbury's Sexual Harassment policy is incorporated by reference into this ordinance by reference and appears as Appendix X.
- g. Drugs and Alcohol
- i. The Federal Drug Free Work Place Policy as may be amended from time to time is hereby incorporated into this ordinance and appears as Appendix Y.
  - ii. Acknowledgement by signature of the Drug Policy is required of all employees annually.

- h. Smoking Policy
  - i. Smoking is not permitted in any Citypublic building or within 25 feet of any City building. No one should be smoking at any entrance of any City building
  - ii. Smoking 'breaks' are not permitted. If employees need to take such a break, they should do so during one of their regular breaks (e.g. lunch).
- i. Personnel Data Changes
  - i. It is the responsibility of each employee to notify the CityTown promptly of any changes in personnel data. Changes of name, personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in case of emergency, educational accomplishments, and other such status reports should be accurate and current at all times.
  - ii. The CityTown is hereby held harmless from consequences resulting from an employee's failure to ensure accurate information.
- j. Equipment
  - i. It is the CityTown's objective to furnish its employees with the equipment necessary to perform their jobs.
  - ii. When using equipment, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.
  - iii. All employees are required to notify their supervisors if any equipment, machines, or tools appear to be damaged, defective or in need of repair.
  - iv. No Citytown property may be removed from the premises without prior written authorization.
  - v. Employees must return all company property immediately upon request or upon termination of employment.
- k. Driving Requirements
  - i. Any employee whose responsibilities include operating a motor vehicle on public highways must maintain a valid operator's license at all times.
  - ii. Employees are required to inform the CityTown immediately if their license is suspended or invalid for any reason.
  - iii. These rules apply to the use of either CityTown vehicles and/or private vehicles for CityTown business.
  - iv. Required use of private vehicles will be reimbursed at a rate determined by the Chief Financial Officer in accordance with Charter Provisions.
  - v. Documentation may be required and shall be in a form as required by the Chief Financial Officer.
- l. Rest Breaks
  - i. Employees will be allowed one paid rest break of up to fifteen minutes each day in the morning.
  - ii. The CityTown provides its employees one thirty minute (or sixty minute depending on work schedule) unpaid for break for lunch.
- m. Solicitation/Distribution

- i. Only administratively approved company programs, such as the United Way, or open enrollment of insurance programs, will be communicated to employees in accordance with established municipal practice.
  - ii. Persons who are not employed by the City/Town may not solicit, distribute or post any literature, notices or other material, or sell any item anywhere on City/Town property for any purpose at any time unless specifically licensed according to City ordinances/Town by-laws.
  - iii. Employees may not solicit any other employee if such solicitation interferes with production. The City/Town reserves the right to restrict, limit, or prohibit such solicitation if it feels, in its sole discretion, that to do so would be in the best interest of the City/Town.
  - iv. Political Activity is expressly limited by State law and employees must acquaint themselves with such restrictions. A copy of the current limitations is attached but the employee is responsible to ensure that any changes and updates are incorporated into his/her own list.
  - v. Employees are prohibited from distributing literature or materials which are racially, sexually, ethnically, or religiously offensive.
- n. Workplace Violence
- i. The City/Town will not tolerate any form of violent or threatening conduct.
  - ii. Any physical and/or verbal violence, threats, intimidation or harassment of another employee, citizen, supplier or other person doing business with the City/Town may be grounds for immediate termination.
  - iii. The abuse or destruction of Company property may also be grounds for immediate dismissal.
- o. Visitors
- i. Visitors in non-public access areas of the City/Town property must be escorted by an employee of the City/Town at all times.
  - ii. It is the City/Town's policy to prohibit personal visits while at work. If extraordinary circumstances necessitate a personal visit, it may not interfere with work flow or service delivery.

#### IV. Time Off

##### a. Vacations

- i. Eligibility for vacation is as follows (though additional hours/weeks of vacation can be granted at the Mayor's discretion):
  - 1. One year through four years: 2 weeks
  - 2. Five years through ten years: 3 weeks
  - 3. Ten years through nineteen years: 4 weeks
  - 4. 20 years or more: 5 weeks
- ii. Regular part-time employees, who work a regularly scheduled work week of 20 hours or more, shall receive the proportionate vacation benefit.
- iii. A vacation week shall be defined as a normally scheduled work week.
- iv. If a holiday falls during an employee's vacation, that day will be treated as a holiday and not as a vacation day.
- v. To take a minimum of 5 consecutive vacation days, employees shall request approval from their supervisor at least three months in advance of the vacation. The City/Town's decision whether to grant and employee's

vacation request will be based upon a number of factors, including the needs of the CityTown, and staffing requirements.

- vi. The CityTown will attempt to honor, but will not guarantee an eligible employee's request to be paid for his or her vacation days in advance of the vacation so long as the employee provides at least two week's advance notice of this request prior to the time of vacation.
  - vii. The CityTown will ~~calculate and~~ credit vacation time to all eligible employees as of January 1 of each year as of January 1 of each year.
  - viii. Upon termination of employment, employees will be paid for earned but unused vacation time through the end of month in which the termination takes place. For example, an employee who received two (2) weeks vacation at the beginning of a year, who then terminates employment in March of that year having not used any vacation, will receive ¼ of the two weeks of vacation when leaving City service (5.83 hrs x 3=17.5 hrs).
- b. Holidays
- i. The TownCity recognizes~~d~~ the following Holidays:
    1. New Year's Day
    2. Martin Luther King's Birthday Observance
    3. Presidents Day
    4. Patriot's Day
    5. Memorial Day
    6. Fourth of July
    7. Labor Day
    8. Columbus Day
    9. Veterans' Day
    10. Thanksgiving Day
    11. Day After Thanksgiving Day
    12. Christmas
  - ii. An observed holiday that falls on a Saturday will be observed on the preceding Friday. An observed holiday that falls on a Sunday will be observed on the following Monday.
  - iii. If an employee is required to work on a holiday, he/she will be given a substitute day off.
  - iv. An employee must work the day prior to and the day following a holiday to be eligible for holiday pay unless time off was pre-authorized and excused.
  - v. Paid time off for holidays will be counted as hours worked for the purposes of determining overtime.
- c. Personal Days
- i. Each permanent employee shall be entitled to two (2) Personal Days each year.
  - ii. Use of such leave must be approved by the department head and use of such leave must not substantially interfere with the operation of the employee's department.
  - iii. Personal Leave may not be used in conjunction with vacation time.
  - iv. Personal Leave may not be taken in increments of less than one day.

- v. Personal Leave is not cumulative and unused personal days are ineligible for compensation on termination.

d. Sick Leave

- i. An employee classified as either Regular Full Time or Regular Part time shall be entitled to sick leave accumulated at the rate of one and one-quarter (1¼) days per month. (Probationary employees accumulate sick days but are not allowed to sick leave until satisfactory completion of their probationary period.)
- ii. Unused sick leave may be accumulated to a maximum of one hundred and twenty (120) days.
- iii. Each employee, upon retirement from municipal service under the provision of General Law, Chapter 32, shall be entitled to payment of an amount equal to his/her daily rate of pay times the number of unused sick leave days outstanding on the date of retirement, divided by two (2). Effective for employees hired on or after July 1, 1998: Such unused sick leave benefit shall not exceed \$5,000.
- iv. Every department head at all times shall have the right to request a certificate or other dependable evidence of the employee's sickness. If such evidence is not provided, or if, in the opinion of the department head the evidence is not satisfactory, the department head shall request that the Mayor authorize the docking of pay for the period of absence challenged by the department head.
- v. The ~~City~~~~Town~~ reserves the right to contract with a ~~City~~~~Town~~ Physician and may require that employees out on sick leave be evaluated by said ~~City~~~~Town~~ Physician. The cost of this evaluation will either be borne by insurance or the ~~Town~~~~City~~.
- vi. Abuse of sick leave shall be cause for disciplinary action up to and including discharge.
- vii. If any injury, illness, or disability provided for in this section is the result of self-infliction or self-imposition, or if there is any other good reason to cause or deny an employee sick leave or injury pay under this section, the Mayor may determine what, if any, pay shall be given under the circumstances.
- viii. A record shall be kept by the department head showing a detailed and accurate account of the periods of illness and accumulation departments, Department head records will be maintained by the Mayor's office.

e. Sick Leave Pool

- i. *Employees beginning employment or re-employment on or after January 1, 1999 are ineligible for the General Pool.*
- ii. Employees beginning employment before January 1, 1999 and eligible to accrue sick leave under these policies and procedures, is eligible to join the General Sick Pool
- iii. Joining the Sick Leave Pool is accomplished by allowing the ~~City~~~~Town~~ to charge one accumulated sick day and credit it to the pool.

- ii. These reviews will occur annually between July 2 and September 30 for an effective date of the prior July 1, except for the first review following date of hire or most recent promotion at which time the initial review will be after six months.
- iii. Employees receiving less than satisfactory review will not receive the step but will be reevaluated six months later. If this subsequent review is satisfactory, the employee will receive the step effective at that point in time (not retroactive to the previous eligibility date) and will have his/her next review on their regular review date.
- iv. Except for 'maximum,' no employee may remain on a step longer than 18 months. If after 18 months, the employee's review is still unsatisfactory, the employee must be returned to the next lower graded position. If not such position is available, the employee shall be terminated.

f. Vacancies

i. Vacancy Notification

- 1. When a vacancy occurs in any department, the department head must seek and acquire the approval of the Mayor to fill the vacancy.
- 2. The Mayor will review the appropriateness of filling the vacancy based on need and budgetary constraints.
- 3. If the Mayor approves filling the vacancy, then the Department head must comply with any and all posting and hiring limitations of the appropriate collective bargaining unit. If no bargaining unit is involved, the Department head must use sound business practice in filling vacancies.

g. INSURANCE BENEFITS

- i. NOTE: if two or more immediate family members are employees of the Town and eligible for insurance benefits, only one employee can take advantage of the Town's insurance contribution. The only exception is that life insurance is offered to all employees regardless of number of immediate family employees.

ii. Life Insurance

- 1. A group term life insurance policy is offered to each employee in the face amount of \$10,000.
- 2. The Town pays 80% of the premium for this life insurance policy.
- 3. Upon retirement, the face value is adjusted to \$5,000 and the Town continues to pay 80% of that premium.
- 4. Other life insurance options, if available, are offered to employees from time to time, but there is no Town contribution for such other life insurance options.

iii. Health Insurance

- 1. At least one Health Maintenance Organization (HMO) plan and one Indemnity plan are offered to employees.
- 2. The TownCity contributes 8075% of HMO premium, (regardless of the nature of the plan, i.e, single, family, etc.) with the employee paying the remaining premium.

3. If an employee chooses the indemnity plan, the contribution by the CityTown is the same dollar amount from (2) above (8075% of the HMO premium) with the employee paying the remaining premium.
4. If the town offers more than one HMO, the amount of the CityTown's share for the indemnity plan will be 8075% of the highest premium of the HMO's offered.

h. TRAINING

1. The policy of the CityTown of Amesbury is to encourage employees at all levels of the CityTown service to participate in training and development programs designed to improve their skills; to increase their knowledge of new Federal and State laws and programs, new technology and new methods of operation; and to reduce gaps between actual and expected performance as determined by regular performance evaluations.
2. If an employee attends such training sessions during regular working hours he/she shall receive his/her regular compensation for such time spent traveling to and during such sessions.
3. If overnight stay is required, the CityTown will pay all reasonable expenses including, but not limited to travel, lodging, meals, and ancillary expenses, provided that such expenses were anticipated and approved in advance by the Department Head and/or Mayor. No additional compensation is to be paid for such non regular work hour time.
4. The Mayor, at his/her sole discretion, may award compensatory time (regardless of the employee's exempt status) in consideration of time spent away from home during such training sessions.
5. Memberships in organizations that provide information and/or training may be included in the budgets of the various departments.

i. EDUCATIONAL BENEFITS

- i. The CityTown will provide employees, subject to appropriation, employees tuition reimbursement subject to the following:
  1. A maximum of 50% of the tuition up to \$1,000 per year per employee.
  2. The employee must work at least 20 hours per week and have worked a minimum of one year.
  3. The course must be approved in advance by the Department Head and the Mayor and must be job related.
  4. Proof of completion of a grade B or better must be shown before reimbursement of any funds.

j. DISCIPLINE

- i. The CityTown expects all employees to perform their responsibilities and conduct themselves in accordance with established policies and procedures, with honesty and the highest standard of personal integrity.
- ii. Wherever there is cause for concern in performance or conduct of an employee, it will be addressed by the supervisor. For the purposes of this provision, cause includes, but is not limited to
  1. Incompetence
  2. Inefficiency
  3. Inexcusable neglect of duty
  4. Failure to perform in one or more critical elements of the job.
  5. Fraud in securing appointment
  6. Insubordination

3. Flexible time schedules must be approved by the Mayor and department head and reduced to writing with a copy for the employee and a copy for the department head.
  4. Flexible time schedules will be reviewed periodically, but not less than once each year and permission may be rescinded when in the best interests of the Town.
- c. Time Worked in Excess of Regularly Scheduled Hours
- i. Employees classified as 'exempt' in accordance with the Fair Labor Standards Act as may be amended from time to time, shall receive one hour of compensatory time off for each hour worked in excess of the regular work schedule as follows:
    1. Employees are required to maintain documentation of compensatory time earned and used and to furnish the supervisors copies of this documentation.
    2. Failure to keep the records, or keeping inadequate records, is sufficient grounds to deny the compensatory time.
    3. Employees must use their accumulated compensatory time within two months of achieving one regular work week of compensatory time or within four months of earning any compensatory time, whichever occurs first.
    4. Supervisors may approve accumulating up to two weeks of compensatory time, whichever occurs first.
    5. Compensatory time off not granted is considered 'lost' and may not be redeemed in any way.
    6. Under no circumstances does the granting of compensatory time imply wages due.
    7. The Mayor, at his/her sole discretion, may waive, suspend or alter any of the above requirements for unique circumstances if to do so serve the best interest of the Town of Amesbury.
- d. Compensation
- i. Appendix A provides the salary and pay rates for all positions covered by this ordinance.
  - ii. These rates may be adjusted from time to time by a so-called cost of living adjustment. Such adjustments are applied to the rates of pay and are not performance related.
  - iii. Longevity- All permanent full-time and regular part-time employees shall be entitled to additional compensation for longevity, which shall be added to their regular rate of pay in recognition of continuous service with the CityTown in accordance with the following schedule
    1. 10 but less than 15 years- 3.5%
    2. 15 but less than 20 years- 5%
    3. 20 or more years- 7.5%
- e. Performance Appraisals and Steps
- i. Employees will move to the next step after a satisfactory performance review by their immediate supervisor and concurring review by the Mayor.

- ii. These reviews will occur annually between July 2 and September 30 for an effective date of the prior July 1, except for the first review following date of hire or most recent promotion at which time the initial review will be after six months.
- iii. Employees receiving less than satisfactory review will not receive the step but will be reevaluated six months later. If this subsequent review is satisfactory, the employee will receive the step effective at that point in time (not retroactive to the previous eligibility date) and will have his/her next review on their regular review date.
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3. If overnight stay is required, the CityTown will pay all reasonable expenses including, but not limited to travel, lodging, meals, and ancillary expenses, provided that such expenses were anticipated and approved in advance by the Department Head and/or Mayor. No additional compensation is to be paid for such non regular work hour time.
4. The Mayor, at his/her sole discretion, may award compensatory time (regardless of the employee's exempt status) in consideration of time spent away from home during such training sessions.
5. Memberships in organizations that provide information and/or training may be included in the budgets of the various departments.

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  2. Inefficiency
  3. Inexcusable neglect of duty
  4. Failure to perform in one or more critical elements of the job.
  5. Fraud in securing appointment
  6. Insubordination

7. Violations of any provision of this ordinance or its appendices such as drug and alcohol free workplace, sexual harassment, etc.
  8. Inexcusable absence without leave
  9. Chronic tardiness
  10. Sick leave
  11. Conviction of a felony or misdemeanor involving moral turpitude
  12. Willful disobedience
  13. Misuse or unauthorized use of municipal property
- iii. Progressive discipline is the preferred method of addressing issues, however, these are times when the egregiousness, specific circumstances, or very nature of a complaint or concern warrant more severe discipline than might otherwise be anticipated.
- iv. Generally, the progress of discipline may include:
1. Verbal warning
  2. Written warning
  3. Suspension
  4. Demotion (or reduction in pay step and/or grade)
  5. Termination of employment
- k. TERMINATION OF EMPLOYMENT
- i. Retirement
    1. Retirement provisions of Massachusetts General Law Chapter 32 control the retirement options and requirements for all municipal employees.
    2. Questions regarding benefits, requirements, etc. should be addressed to the Amesbury Retirement Board.
  - ii. Voluntary Termination
    1. To voluntarily terminate in good standing, an employee must give the appointing authority at least fourteen calendar days prior written notice unless the appointing authority deems it to be in the best interest of the Town to accept a shorter period of notice.
    2. At the time of termination, the employee must return all ~~Town~~City property in his/her possession and/or control. If items are missing or damaged beyond reasonable wear and tear, the employee must compensate the Town for such damaged or missing items.
    3. The ~~City~~Town shall pay all amounts due the terminating employee within 14 days of the termination reserving the right to withhold sums owed to the Town.
    4. Upon termination, the employee should receive information regarding unemployment, CORBA (health insurance continuation), and all other information now required or required in the future by State or Federal law.
  - iii. Non Voluntary Termination
    1. Upon non-voluntary termination, the employee must return all ~~City~~Town property in his/her possession and/or control. If items are missing or damaged beyond reasonable wear and tear, the employee must compensate the ~~City~~Town for such damaged or missing items.
    2. The ~~City~~Town shall pay all amounts due the terminating employee within 14 days of the termination reserving the right to withhold sums owed to the ~~City~~Town.
    3. Upon termination, the employee should receive information regarding unemployment, COBRA (health insurance continuation), and any and all

other information now required or required in the future by State or Federal law.

iv. Layoff

1. If the CityTown finds it in its best interest to reduce the size of the workforce for whatever reason including but not limited to budgetary constraints, service demand reductions, improved efficiency, etc., it shall do so in as reasonable and as fair a manner as equitable.
2. The order of layoffs shall be determined by the Mayor, in consultation with the Department head, based upon past performance, current and projected employment needs, abilities and length of service in the CityTown.
3. The names of the employees affected shall be kept on a special employment list and the CityTown shall make every reasonable effort to recall the employees in the same order and based upon the same criteria as were used in determining the original layoff.
4. The CityTown shall pay all amounts due the laid off employee within 14 days of the layoff reserving the right to withhold sums owed to the CityTown. Upon layoff, the employee should receive information regarding unemployment, COBRA (health insurance continuation), and any and all other information now required or required in the future by State or Federal law.
5. Any employee rehired under this section will be considered a rehire and not a new employee provided such rehire occurs within one year from the date of the layoff. A rehired employee will have restored all accumulated benefits not previously compensated for.
6. Positions vacated cannot be filled by a non-laid off employee until the position has been vacant for a minimum of one year.

I. GRIEVANCE PROCEDURE

- i. Any employee aggrieved by an action taken pursuant to any section of this ordinance, unless expressly stated otherwise, may have the matter submitted to this grievance procedure.
- ii. The employee should first discuss the matter informally with their immediate supervisor. If the employee is not satisfied after such a discussion, he/she should request a meeting with his/her Department Head in writing.
- iii. The written request should explicitly state the concerns of the employee, referencing, where possible sections of this ordinance, and stating the remedy sought.
- iv. The Department Head may conduct a meeting among the employee and the supervisory and any other personnel the Department Head deems appropriate; or the Department Head may be able to reach a decision without such a hearing.
- v. The decision of the Department Head should be delivered to the employee in writing. If the employee is still not satisfied, he may request, in writing, a meeting with the mayor.
- vi. The written request to the Mayor should be accompanied by all documentation appropriate to the issue including the request for a hearing to the Department Head, his/her response, and any other documentation the employee feels appropriate or that the Mayor may request.
- vii. The Mayor may conduct a hearing or may make a decision based solely on the documents submitted.
- viii. The Mayor's decisions shall be delivered to the employee in writing. If the employee is still not satisfied, he/she may submit the matter to the Board of

Conciliation and Arbitration whose decision shall be final and binding on all parties.

- ix. Any aggrieved employee, who is a supervisor or a department head, should submit written documentation to the next level in the process described above and proceed through the rest of the procedure from that point.

m. APPENDICES

- i. Classified and Compensation Plan
- ii. Drug and Alcohol Free Work Place Policy
- iii. Sexual Harassment Policy

VI. Separability and Savings Clause

In the event that any provision of this Agreement shall at any time be invalidated by a court of competent jurisdiction, an Arbitrator, Congress or State Legislature it is the express intention of the parties that all other provisions shall remain in full force and effect.

In the event that any provision of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid, upon request of either party.

Appendix 2

CITY/TOWN OF AMESBURY

ALCOHOL AND DRUG POLICY

1. GENERAL

Part 1 applies to all employees of the City/Town of Amesbury, including those employees also subject to the requirements of the Omnibus Transportation Employee Testing Act of 1991 (see part 2 below).

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The City/Town of Amesbury has a strong commitment to its employees to provide a safe work place and to establish programs promoting high standards of employee health. Consistent with the spirit and intent of the commitment, the City/Town of Amesbury has established this policy regarding drug and alcohol use or abuse. The goal is to establish and maintain a work environment that is free from alcohol and drug use.

Employees of the City/Town of Amesbury are visible and active members of the communities where they live and work. They are inescapably identified with the City/Town and are expected to represent it in a responsible and credible fashion.

While the City/Town of Amesbury has no intention of intruding into the private lives of its employees, the City/Town does expect employees to report for work in condition to perform their duties. The City/Town recognizes that employee involvement with drugs and alcohol can have an impact on the work place and on the City/Town's ability to provide an alcohol and drug-free environment.

Therefore, the following conduct is prohibited

- 1. The illegal manufacture, distribution, use, sale or possession of a narcotic or a controlled substance while on the job or on property leased or owned by the City/Town, or reporting for work under the influence of a narcotic or controlled substance. Such conduct may be proper cause for disciplinary action up to and

- including termination of employment. Any illegal substances confiscated will be turned over to the appropriate law enforcement agency.
2. The possession or consumption of alcohol or narcotics, drugs or controlled substances, while on the job or on property leased or owned by the CityTown, or reporting for work under the influence of alcohol. Such conduct may be proper cause of or disciplinary action up to and including termination of employment.

These prohibitions also apply to all breaks and meal periods, without limitation.

Some of the drugs which are illegal under federal, state or local laws include, among others, marijuana, heroin, hashish, cocaine, hallucinogens and/or depressants not prescribed for current personal treatment by a licensed physician. Other drugs may also be illegal, depending on current laws in effect at the time.

*I acknowledge that I have read and understand the CityTown of Amesbury's Drug and Alcohol Policy and received a copy of the same.*

X

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

Appendix 3

SEXUAL HARASSMENT POLICY OF

THE CITYTOWN OF AMESBURY

I. Introduction

It is the goal of the CityTown of Amesbury 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 organization. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a 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 CityTown of Amesbury 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.

## II. Definition of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is this: "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conducts of a sexual nature when:

- (a) 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
- (b) 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 continues 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 workplace 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 of 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;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about and individual's sexual activity, deficiencies or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences, and
- Discussions of one's sexual activities

## III. Complaints of Sexual Harassment

If any of our employees believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint, you may do so by contacting any of the following persons: your immediate supervisor; or the Chief of Staff, Office of the Mayor (Town Hall 388-8121), or either ombudsmen, Donna Lickteig (DPW office 388-8116) or Donna Motsis (Mayor's office 388-8121). These persons are also available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

IV. Sexual Harassment Investigation

When we receive 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 the witnesses. We will also interview the person alleged to have committed sexual harassment. 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. Any such disciplinary action will be imposed in accordance with the terms of the appropriate collective bargaining agreement, if any, and the civil service laws of the Commonwealth where applicable.

V. Disciplinary Action

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

VI. State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short period for filing a claim (EEOC – 180 days; MCAD – 6 months).

1. The United States Equal Employment Opportunity Commission (EEOC)  
1 Congress Street, 10<sup>th</sup> floor, Room 1001  
Boston, MA 02114 (617) 565-3200
2. The Massachusetts Commission Against Discrimination (MCAD)  
One Ashburton Place – Room 601  
Boston, MA 02108 (617) 727-3990

