

COLLECTIVE BARGAINING  
AGREEMENT

BETWEEN THE  
TOWN OF WEYMOUTH

and the

WEYMOUTH LIBRARY STAFF ASSOCIATION,  
LOCAL 4928, MLSA, MFT, AFT, AFL-CIO

July 1, 2019 to June 30, 2022

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**ARTICLE 1  
RECOGNITION**

1.1 The Employer recognizes Weymouth Library Staff Association, Local 4928, MLSA, MFT, AFT Massachusetts, AFL-CIO as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all full-time and part-time employees of the library employees of the town of Weymouth, excluding the Director of the Library, the Assistant Director, Secretary, pages and casual and seasonal employees. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition in the Agreement.

**ARTICLE 2  
PROBATIONARY PERIOD**

2.1 No employment shall be deemed permanent until after the expiration of a period of nine (9) month's probation. During this probationary period, the Director may terminate the employment of a new employee if she/he is found to be unqualified or his/her performance is unsatisfactory in the sole judgment of the Director.

**ARTICLE 3  
UNION DUES AND AGENCY FEES**

3.1 The Union dues of employees covered by this Agreement will be deducted each week by the Employer from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of dues, and presents it to the Treasurer of the Town in accordance with the Provisions of Section 17A of Chapter 180 of the General Laws, as amended. The amount of such dues shall be in accordance with the Constitution of the Union, as certified to the Town Treasurer from time to time. The following authorization dues form shall be used.

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: \_\_\_\_\_

TO: Town of Weymouth

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each week, the current amount of dues as established by the Union.

This amount shall be paid to the treasurer of Weymouth Library Staff Association, Local 4928, MLSA, MFT, AFT Massachusetts, AFL-CIO.

These deductions may be terminated by me by giving you a 60 days written notice in advance or upon termination of my employment.

Employee's Signature \_\_\_\_\_

Employee's Address \_\_\_\_\_

**3.2** In accordance with the provisions of General Laws, Chapter 150E, Chapter 180, Section 17G, the Employer agrees to deduct any agency service fee, as a condition of employment, from the salary of every employee in the bargaining unit who has not executed an authorization for deduction of Union dues as provided in Paragraph 3.1.

**3.3** The Town Treasurer shall transmit promptly each week to the Union Treasurer the deducted Union dues and agency fees, together with a list of the employees from whose wages such Union dues and agency fees shall have been deducted. And the Town Treasurer shall require of the Union Treasurer such bond and in such form as shall satisfy the Town Treasurer in accordance with the provisions of Section 17a and 17G of Chapter 150 of the General Laws. The Town shall not be responsible and the Union agrees to hold harmless for any actions that it takes against any employee as a result of the adoption of Chapter 150E, Section 12.

**ARTICLE 4**  
**GRIEVANCE PROCEDURE AND DISCIPLINE**

**4.1** Definition. A grievance is defined as an alleged violation of a specific provision of this Agreement.

Step 1.

An employee covered by this Agreement shall present the grievance in writing, setting forth (1) the facts; (2) the Article involved; (3) remedy, to the Director within five working days of the occurrence of the facts giving rise to it, or when the employee should have known of such facts. The Director, or designee, shall meet with the employee within five (5) working days next following the submission of the grievance, and, thereafter, render a decision in writing within five (5) working days next following the meeting.

Step 2.

If the grievance is not satisfactorily resolved at Step 1, it may be presented to the Director of Human Resources or his/her designee within (5) working days of the Step 1 decision or its due date. The Director of Human Resources or his/her designee shall respond in writing to the grievant within seven (7) working days after its next regularly scheduled meeting.

Step 3.

If the grievance is not satisfactorily resolved at Step 2, it may be presented to the Mayor or his/her designee within five (5) working days of the Step 2 decision or its due date. The Mayor or his/her designee shall respond in writing to the grievance seven (7) working days after its next regularly scheduled meeting.

Step 4.

If the grievance is not satisfactorily resolved at Step 3, the Union may request arbitration within (10) working days of the Step 3 decision, by filing a Demand for Arbitration with the American Arbitration Association, and simultaneously with the Town, pursuant to the voluntary Labor Arbitration Rules of the A.A.A.

4.2 The Arbitrator shall be without power to add to subtract from, alter or amend this Agreement and his/her decision shall be final and binding on the parties. The expenses of the Arbitrator shall be born equally by the parties.

**ARTICLE 5  
NON-DISCRIMINATION**

5.1 There shall be no discrimination by either party to this Agreement against any employee because of race, creed, color, sex, age, religion, or against qualified handicapped people, or because of activity or membership in the collective bargaining unit. The parties further agree that there will be no discrimination against any employee for adherence to any provision of this collective bargaining agreement, or membership or non-membership in the Union.

**ARTICLE 6  
MANAGEMENT RIGHTS**

6.1 Except as otherwise expressly relinquished or modified by provisions of this Agreement, the Management retains all rights which it would have in the absence of such agreement, without limiting the generality of the foregoing and by way of example and not of limitation, such rights include the exclusive right to set its policy, to manage its business, to direct the working forces, to determine the number of its employees at any time, to determine the qualifications for and to select its employees, to assign employees to jobs, to increase and decrease the working forces, to determine the work content of jobs, to determine the hourly, daily and weekly schedules of work, to determine the methods, processes and means of accomplishing work, and to enforce discipline for violation of rules and other misconduct.

**ARTICLE 7  
HOURS OF WORK**

7.1 The workweek for full-time employees will normally be thirty-five (35) hours per week.

7.2 Employees covered by this Agreement shall be allowed one (1) fifteen (15) minute break after every three and one-half (3-1/2) hours worked. Employees may leave the building during breaks, provided, however, the Director shall schedule such time.

**7.3** Changes in hours of operation shall be made only after written notice and discussion between the Union and the employer. The work schedule shall be posted one (1) week in advance and will note the time at which the late staff member arrives at work. The identification of the staff member in charge after 5:00 p.m. will be addressed administratively by indicating on the weekly worksheet who the individual will be.

**7.4** The full time custodial/maintenance workweek shall be forty (40) hours per week.

**7.5** In the event that funding becomes available for the library to be open on Sundays, and the Mayor decides to, the Town shall meet with the Association to negotiate the impact of this decision upon the mandatory subjects of bargaining.

Effective January 31, 1999, the Library will be open on Sundays from 2pm to 5pm, except during the summer.

The employees covered by this Agreement who work on Sundays shall be compensated at double their regular rate.

The person designated by the Director to be in charge on a Sunday shall work 1:30pm to 5:00pm and shall receive an additional ten (\$10.00) dollars.

The professional positions necessary for Sunday operations shall be filled as follows:

- (a) The position shall be offered to the regular employees covered by the Agreement first; In the event of absence, the Town shall offer the open Sunday hours to the employees who have signed a voluntary in-house substitute list which shall be based on seniority.
- (b) in the event that none of the regular employees covered by this Agreement volunteer to work, the Director shall try to fill the positions with persons outside of the bargaining unit; and

The custodian position for Sundays shall be offered to the custodians covered by the Agreement first and only in the event that none of the custodians covered by this Agreement shall the Director fill the position with a person outside the bargaining unit.

There shall be no Sunday building checks by custodians during those Sundays when the library is open.

In addition to being closed on Sundays during the summer, the library shall be closed on Easter Sunday and when the following holidays fall on a Sunday: Christmas Eve, Christmas, New Year's Day and Veteran's Day.

Employees who take a vacation week shall not be assigned to a Sunday shift on the Sunday immediately following the vacation week.

Employees scheduled to work on a Sunday who call in sick shall not be charged a sick day nor will they be compensated for the day.

**7.6** In the event an employee is assigned by the Director to a higher graded position for three (3) consecutive days due to a vacancy, the employee will be compensated at that higher grade pay rate at the step which realizes the employee at least a three (3%) percent increase, back to the first day he/she assumes those duties.

## **ARTICLE 8 OVERTIME**

**8.1** With the exception of Saturday work for employees on the three (3) week rotating schedule, work required by the Director in excess of forty (40) hours will be compensated at time and one-half the base hourly rate. Compensatory time off at the rate of one and one-half (1-1/2) hours for each hour worked in excess of forty (40) hours shall be granted at the request of the employee.

**8.2 a.** Employees who have left their place of employment on completion of their assigned work schedule who are recalled for overtime work before their next scheduled starting time shall be guaranteed a minimum of four (4) hours of overtime pay.

**8.2. b.** Building checks for full-time custodian(s) shall be paid at time and one-half for one hour.

**8.2. c.** Part time/hourly custodial building checks shall be paid at straight time for one hour.



**8.3** Working schedules shall not be changed for the purpose of avoiding overtime.

**8.4** Any employee obliged to work on any emergency closing day (storm, power failure, etc.) shall receive both regular compensation for the day and, at the employee's choice, either additional time off at the rate of time and one-half or compensation at time and one-half. The parties agree to abide by the existing practice for employee compensation on emergency closings.

**ARTICLE 9  
LONGEVITY**

**9.1 Effective July 1, 2019,** an employee shall be entitled to and shall receive, in addition to compensation to which he might be entitled in accordance with this schedule, an annual amount of \$150 after having completed five (5) years of full-time continuous employment, \$450 after having completed ten (10) years of full-time continuous employment, \$575 after having completed fifteen (15) years of full-time continuous employment, and \$825 after having completed twenty (20) years of full-time continuous employment. The maximum annual amount to which the employee is entitled under this provision is \$825. Payment shall be considered compensation for retirement purposes.

Effective July 1, 2020 an employee shall be entitled to and shall receive, in addition to compensation to which he might be entitled in accordance with this schedule, an annual amount of \$150 after having completed five (5) years of full-time continuous employment, \$500 after having completed ten (10) years of full-time continuous employment, \$625 after having completed fifteen (15) years of full-time continuous employment, and \$875 after having completed twenty (20) years of full-time continuous employment. The maximum annual amount to which the employee is entitled under this provision is \$875. Payment shall be considered compensation for retirement purposes.

Effective July 1, 2021, an employee shall be entitled to and shall receive, in addition to compensation to which he might be entitled in accordance with this schedule, an annual amount of \$150 after having completed five (5) years of full-time continuous employment, \$550 after having completed ten (10) years of full-time continuous employment, \$675 after having completed fifteen (15) years of full-time continuous employment, and \$925 after having completed twenty (20) years of full-time continuous employment. The maximum annual amount

to which the employee is entitled under this provision is \$925. Payment shall be considered compensation for retirement purposes.

**9.2** The annual amount due an employee beginning July 1 shall be paid the last pay week in June of the following year.

**9.3** Pro rate payment shall be made to an employee who retires or resigns or to the estate of an employee who died during the twelve (12) months beginning July 1 and ending June 30. The amount of such payment shall be the proportion of the annual payment determined as of the first or the sixteenth day of the months immediately following the date of retirement, resignation, or death, and shall be paid not later than such first or sixteenth day.

**9.4** Longevity will be pro-rated for part time employees based upon the number of hours worked by the employee during the course of the fiscal year.

**ARTICLE 10  
UNION BUSINESS**

**10.1** The Union shall furnish the Employer with a written list of Union stewards and other representatives immediately after the designation of such representatives. The Union shall notify the Employer of any changes in the list of representatives.

**10.2** The Union stewards and other representatives shall be granted a reasonable amount of time during working hours, without loss of pay, to attend or settle grievances, negotiations, and for two (2) officers to attend three meetings of the state body without loss of pay, to attend grievance hearings and negotiations.

**ARTICLE 11  
VACATION**

**11.1** All full-time employees hired prior to July 1, 1994, excluding custodial staff will earn four (4) weeks vacation after one year. All employees employed after July 1, 1994, shall earn vacation in accordance with the following:

|                              |  |
|------------------------------|--|
| Length of Continuous Service | Total Vacation Allotment per Vacation Period |
|------------------------------|--|

|                                      |               |                 |
|--------------------------------------|---------------|-----------------|
| <b>6 months but less than 1 year</b> | <b>1 week</b> | <b>(5 days)</b> |
| 1 year but less than 5 years         | 2 weeks       | (10 days)       |
| 5 years but less than 10 years       | 3 weeks       | (15 days)       |
| 10 years but less than 20 years      | 4 weeks       | (20 days)       |
| 20 years or more                     | 5 weeks       | (25 days)       |

**11.2** Vacations should be requested in writing on a *REQUEST FOR LEAVE* form.

Weekly vacations need to be requested at least one (1) month in advance to allow for the scheduling of replacements.

Requests for vacation days during July and August must be made before June 1st of that year. All remaining vacation days must be utilized by the end of the fiscal year.

Single day vacation requests should be made one (1) week in advance.

Vacation days will be marked on the calendar in the Assistant Director's office.

New employees with one (1) or two (2) weeks vacation time, do not have to take one (1) week of their vacation time during the summer months. Employees with 3 - 4 weeks of vacation must take at least one (1) week of their vacation during the summer months. Summer is when the libraries are closed on Saturdays. Employees with five (5) weeks vacation must take two (2) weeks within the summer months.

All vacation requests forms should be placed in the envelope in the Assistant Director's office. If the schedules are down or if the request is a recent change, the request is to be placed on the desk of the person in charge of doing the schedules.

Up to five (5) days of vacation can be taken in single days. The rest must be taken in one-week blocks, Monday-Friday. Employees who work nights, may put in a request for a vacation day, if they can find someone to work for them. The person requesting the vacation day will be required to work the other person's night. An employee will not be (denied a weeks' vacation provided that he/she has made an effort to obtain coverage for the evening that he/she is scheduled to work that week.

Except during summer vacations, no more than two (2) persons can be on vacation at the same time. Those two (2) persons

cannot be on the same team. Vacations should be arranged within departments so that the area is covered at all times.

Employees who request vacations shall put their vacation requests in writing. If two (2) employees submit vacation requests on the same day for the same vacation time, seniority shall take precedent, except for the foregoing provision, vacation shall be on a first-come-first-serve basis.

**11.3** Vacation will be pro-rated for part time employees; that is the number of vacation hours accrued will be based upon the average number of hours worked (paid time) in the prior fiscal year. Years of service for computation of vacation benefits will be from the date of initial hire.

**TITLE 12  
PAID HOLIDAYS**

**12.1** The following holidays shall be paid holidays for all employees of the Library:

|                             |                  |
|-----------------------------|------------------|
| New Year's Day              | Independence Day |
| Martin Luther King, Jr. Day | Veteran's Day    |
| President's Day             | Thanksgiving Day |
| Patriot's Day               | Columbus Day     |
| Memorial Day                | Christmas Day    |
| Labor Day                   |                  |

or the day following, when any of the above holidays occur on Sunday, provided that such holidays fall within the employee's workweek and provided that the employee has worked the day scheduled before and after the holiday.

**12.2** Any employee obliged to work any of the above holidays shall receive both regular compensation for the holiday and, at the discretion of the employee, either additional time off at the rate of time and one-half (1-1/2) for the number of hours worked, or additional pay at the rate of time and one-half (1-1/2) for the number of hours worked, prorated for the part-time and hourly employees.

**12.3** When any of the above holidays occur on any of an employee's regular days off, the employee shall receive, at the discretion of the employee, either regular compensation for the holiday or compensatory time off. When a paid holiday falls on Saturday, those employees not scheduled to work that day may, with the approval of the Director take another day

off provided that the taking of such day does not create an additional cost to the Town.

**12.4** Part-time/hourly employees shall be eligible for a prorated portion of all paid holidays that fall on their normally scheduled workday.

**12.5** The day before the fourth of July, library closing, including branches, shall be at 5:00 p.m. The day before Thanksgiving, the library, including branches, shall be closed at 5:00 p.m. Branch employees shall be scheduled 9:00-5:00 on those days. The Director shall meet with the Union President by July 1<sup>st</sup> of each year to discuss the upcoming holiday hours of operation. On Christmas Eve (December 24th) the Library shall be closed at 3:00 PM on New Years' Eve (December 31st) the Library shall be closed at 3:00 PM.

**12.6** When an employee covered by this Agreement is on standby, as determined by the Director, said employee will be paid one (1) hour for each eight (8) hour shift or fraction thereof that he/she is on standby. If an employee on standby is actually called into work from standby status, said employee will be compensated in accordance with Article 8.2.a. Failure of an employee on standby status to respond when called will result in disciplinary action.

### **ARTICLE 13 PERSONAL DAY & EMERGENCY LEAVE**

**13.1** Each employee of the Library shall be allowed three (3) personal days off with full pay status during each fiscal year. Such time may be used in one-quarter (1/4) day increments. Such days are non-cumulative and must be requested forty-eight (48) hours in advance except in cases of emergency. Personal business shall be defined as any business that cannot be conducted at a time not in conflict with the employee's regular work day or an emergency over which he/she has no control which requires immediate attention. A personal day may not be used while an employee is on sick leave or as an extension of an employee's vacation. Part-time employees shall be entitled to the same number of personal days prorated to the number of hours budgeted for that part-time position for the current fiscal year. Effective July 1, 2019, up to one (1) unused personal day during the fiscal year shall be converted to one (1) sick day on July 1 of the following fiscal year. No sick days accrued under this section may be used in the calculation of

benefit under Section 14.5. No employee who has used more than eight (8) sick days during the same fiscal year is eligible for this benefit.

**13.2** So-called emergency leave in case of accident to or serious illness of a member of an employee's family or similar unforeseeable circumstances may be granted to an employee up to the equivalent number of hours of one (1) work day of the employee in one (1) year without being charged to vacation or any other leave credit. The Director may request verification of the so-called emergency.

#### **ARTICLE 14 SICK LEAVE**

**14.1** Full-time employees earn and accrue one and one-quarter (1-1/4) days of sick leave for each calendar month. Unused sick leave will accumulate without limit. The amount of accumulated sick leave shall be posted semi-annually.

A Doctor's certificate shall be required after three consecutive (3) days of absence due to illness.

**14.2** Part-time employees shall be entitled to the same number of sick days prorated to the number of hours budgeted for that part time position for the current fiscal year.

**14.3** Employees shall be allowed to use accrued sick leave at 15-minute intervals up to eight (8) hours per month for the purpose of necessary medical, dental, or other professional health care appointments. One (1) weeks' notice must be provided in writing, except in cases of emergency, to use sick leave time for a medical, dental, or other professional health care appointment. Only upon request of the Director of Human Resources shall employees provide written confirmation from the relevant professional that the employee attended the appointment.

**14.4** An employee may use up to seven (7) days sick leave a year for family illness. The parties agree to abide by the current town policy regarding family leave.

**14.5** Upon the resignation, retirement or death, but specifically excluding discharge, of an employee, he or she or, in the event of his or her death during employment by the town, his or her estate, shall redeem twenty percent (20%) of the days of accumulated sick leave for an amount equivalent to

his daily pay rate times the number of redeemable days. The employee's daily pay rate shall be that as of the day his or her employment terminates by resignation, retirement, layoff or death, determined by dividing his or her weekly salary rate at base pay by five (5). However, no payment under this provision shall be made to an employee or to his or her estate in excess of four thousand dollars (\$4,000).

**14.6** A Sick Leave Bank is to be established which will provide a source of additional sick leave for those employees who have exhausted accrued annual sick leave because a catastrophic illness, disability or injury.

*ENROLLMENT* New members may enroll in the sick leave bank at any time during the year.

A. New employees are eligible for Sick Leave Bank membership after serving their probationary employment period.

***DONATION OF DAYS TO THE SICK LEAVE BANK***

There will be a minimum of two (2), and up to five (5) days donation to become a member.

Employees may voluntarily transfer accrued cumulative sick days from his/her accrued balance to the sick leave bank. Donations to the Sick Bank must be in one (1) day increments (no partial days). Employees may transfer to the Sick Bank an unlimited amount of accrued sick leave.

Employees who want to donate sick leave hours to the Sick Bank must submit a Sick Leave Bank Donation Form (which shall be drawn up by the Administrators of the Sick Bank) to the Library Director. The Library Director shall verify that the hours the employee wishes to donate are available. The Library Director will then forward the form to the Human Resources Department for processing. The employee will receive confirmation after the hours have been credited to the Sick Bank. Upon approval of the application, the Human Resources Department will also deduct a corresponding amount from the employee's accrued sick leave.

~~The Sick Leave Bank~~ will be replenished with one additional day by members when the Sick Leave Bank accumulation falls below fifteen (15) days. Members will be notified in writing when the bank is to be replenished. Employees not wishing to continue membership in the Sick Leave Bank will notify, in writing, the Human Resources Department of his/her intent to withdraw within ten (10) days of notice. Members will continue Sick Leave Bank membership if no notice is received by the Human Resources Department.

In order for an employee to receive sick leave from the Sick Leave Bank, the recipient must meet the following criteria:

- o The recipient must be a current member of the Weymouth Library Staff Association' Sick Leave Bank;
- o The recipient must have used up all of his/her accrued sick leave;
- o A Request to Withdraw Leave from the Sick Bank (which shall be drawn up by the Sick Bank Administrators) must be filled out by the recipient. This form shall require a description of the illness/disability/injury and must be accompanied by a physician's statement. The physician's statement, which supports the description, will also certify the recipient's inability to work and provide an estimated time for return to work;

The Request to Withdraw sick leave from the Sick Bank must be approved by the Sick Bank Administrators. The Sick Leave Bank will be administered by granting increments of up to twenty (20) days. Upon receipt of a supplemental withdrawal request from the applicant, additional days may be granted up to a maximum of sixty (60) days. Withdrawal requests above the maximum may be considered and granted by the Sick Leave Bank Administrators.

The Sick Bank Administrators can request additional information at any time and can terminate withdrawal of leave from the Sick Bank at any time if they are not convinced that continued absence from work is necessary.

The Sick Bank pool is for major illness/disability/injury of the employee only. It can be used for the illness/disability/injury of a family member or dependent.

Withdrawal of sick leave from the Sick Bank is not permitted for routine pregnancy but is permitted for pregnancy complications as certified by a physician.

Withdrawal of sick leave from the Sick Bank is not permitted for a disability covered by Workers' Compensation or disability insurance.

The membership of the Sick Leave Administrators will consist of two (2) members of the Weymouth Library Staff Association and two (2) members from the Town. Any action related to the



administration of the Sick Leave Bank will require a majority decision.

**ARTICLE 15  
MATERNITY/PATERNITY LEAVE**

**15.1** Maternity Leave as stated in the Massachusetts General Laws, Chapter 149, Section 105D, shall apply to all employees. A child rearing leave of absence without pay for a period up to one (1) year may be granted, upon approval of the Library Director. Accumulated sick leave may be used for maternity leave, but not for the child rearing leave if it is elected.

**ARTICLE 16  
MILITARY LEAVE**

**16.1** Leave for military duty shall be without loss of regular rate of pay or position, in accordance with Section 52A of Chapter 149 of the General Laws.

**ARTICLE 17  
BEREAVEMENT LEAVE**

**17.1.a.** Leave with pay, not to exceed five (5) days, shall be granted to all employees covered by this Agreement in the event of death of the following: the employee's spouse, child, step-child or parent or former spouse with whom the employee shares custody of a child or children Three (3) days shall be granted in the event of death of: brother, sister, grandchildren, grandparent, parent-in-law, aunt, uncle, or any person living in the employee's immediate household.

**17.1.b.** In the event funeral arrangements are delayed or are out of state, an additional three (3) days may be allowed, provided that such leave is necessary for the employee's attendance at the funeral.

**17.1.c** If an employee is on vacation and a death occurs, then the employee shall receive bereavement time and shall be able to take his/her vacation at a later date. The employee/family is responsible for notifying the employer during the vacation

period. At the discretion of the Director, proof of the relationship and death may be required.

17.2 Other or additional leave under this Article may be granted at the discretion of the Mayor in accordance with the Town's Ordinances.

**ARTICLE 18  
JURY DUTY AND COURT DUTY**

18.1 Employees serving on jury duty shall receive their regular compensation, and shall remit to the Town any compensation paid by the courts except expense reimbursement.

**ARTICLE 19  
INJURY LEAVE**

19.1 Any employee, who is unable to work as a result of any injury arising out of and in the course of his employment, shall receive compensation in accordance with Chapter 152 of the General Laws of the Commonwealth. (The Worker's Compensation Act), and may use accumulated sick leave to equal regular wages. All accident reports must be submitted within twenty-four (24) hours of the incident to the Director unless the employee is physically unable to file the report due to the injuries suffered.

19.2 Employees on Worker's Compensation are eligible to continue in the group insurance plan as an employee.

19.3 Worker's Compensation Act law will be posted at all times.

**ARTICLE 20  
LEAVE OF ABSENCE**

20.1 Any employee may apply for a leave of absence without pay through the Director to the Mayor, subject to his/her approval.

20.2 If a leave of absence is granted, vacation, sick leave, and seniority are not accrued during the period of absence; however, prior continuous service will be retained for purposes of seniority and eligibility for benefits.

**ARTICLE 21**  
**JOB POSTING AND VACANCIES**

**21.1** When a position covered by this Agreement becomes vacant, such a vacancy will be adequately publicized by the Director by means of a notice placed on the Association Bulletin Board as far in advance as possible. The qualifications for the position, its duties, and the closing date for filing applications will be clearly stated. Whenever the hours of a position are increased, the new hours will be posted and filled in accordance with this article. The Union representative shall be notified in writing at the time of posting. This notice of vacancy shall remain posted for seven (7) days. Interested employees shall apply in writing within the seven (7) day period. The Employer will award the position to the most qualified applicant, with preference given to current qualified employees.

**ARTICLE 22**  
**GROUP INSURANCE**

**22.1** The Town agrees to maintain the health and welfare plans in effect - namely, the existing group life insurance plant: Pilgrim Advantage PPO, Pilgrim HMO, and Pilgrim Senior Plan. The Town may provide medical insurance through another carrier (or carriers) only if all aspects of the coverage are at least equal to or more comprehensive than the foregoing medical insurance plans. The employees' share of their medical insurance premiums will be deducted from their salaries on a pre-tax basis pursuant to the so-called "Cafeteria Plan" that has been established by the Town.

**22.2** The Town will pay the current percentage of the premium for group insurance, and the employee will pay the current percentage. The employee premium shall be paid from pre-tax dollars, in accordance with IRS statutes.

**ARTICLE 23**  
**SEVERABILITY**

**23.1** Should any provisions of this Agreement contain a conflict with a municipal personnel ordinance, bylaw, rule or regulation, or any statute as defined in General Laws, Chapter 150E, Section 7, the terms of this Agreement shall prevail.

**ARTICLE 24  
SENIORITY**

**24.1** The length of service of the employee in the Weymouth Public Library from date of most recent hire, less any time off the payroll, shall be used to define the employee's seniority and computation of benefits. Employees reemployed shall receive credit for previous service after one year of employment, for seniority and for computations of benefits. A separate list shall be maintained for part-time staff. Full-time seniority shall prevail over part-time seniority.

**ARTICLE 25  
MISCELLANEOUS**

**25.1** All officially established practices, that is, those set forth in writing, shall be maintained at no less than the current standards, except as amended by this agreement.

**25.2** Employees shall be reimbursed for driving expenses incurred performing library functions at the prevailing town rate.

**25.3** Discipline. Employees shall have the right to have a Union Steward or representative present in any disciplinary action, including warning or reprimand. Reprimand of an employee shall be done in a manner so as not to embarrass the employee. Employee's personnel file shall be available to the employee. No reprimand shall be placed in an employee's file unless first shown to the employee. Employees covered by this Agreement shall not be disciplined except for just cause.

**25.4** The Town will reimburse for the cost of membership and conferences for employees, upon the approval of the Director, up to a total of \$2,500.00 per year provided funding is available. Employees interested in memberships or conferences must notify the Director by January 1, 2005 in the first year of this Agreement and by July 1<sup>st</sup> thereafter.

**ARTICLE 26  
TUITION REIMBURSEMENT**

**26.1** The Town will make available a total of four thousand (\$4000) dollars each year of this Agreement for course reimbursements, at a maximum of up to six hundred (\$600) dollars per employee, under the following conditions: the

courses must be in the area of Library Science, or other job related courses, the Director must give prior approval of the course, and the employee must receive a grade of "B" or better to receive the reimbursement.

**ARTICLE 27  
LABOR MANAGEMENT COMMITTEE**

**27.1** In order to provide a means for communication and for promoting a climate of constructive employee relations, a committee shall be established. The committee shall be composed of two (2) members chosen by the Library Staff Association from employees within the classifications covered by this Agreement, two (2) members chosen by the Mayor, one of whom will be from the Department of Human Resources, and the Library Director.

**27.2** This committee shall generally meet quarterly during the fiscal year. Such meetings shall not be for the purposes of conducting negotiations on any subject. The topics of discussion shall be related to the general **application of the Agreement, and to other matters of mutual concern to the parties, health and safety, education programs and advancement for the staff member.**

**ARTICLE 28  
NO STRIKE**

**28.1** During the term of this Agreement, the Association shall not engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services.

**ARTICLE 29  
MLA, SEMI-ANNUAL CONFERENCE**

**29.1** The Director shall send two (2) employees, for one (1) day each, to the Massachusetts Librarians Conference (MLA) Semi-annual conference. The employees shall receive their regular compensation for attending said day of conference and the Town shall reimburse the employees for registration fees, lunch fees and mileage at the Town's reimbursement rate. Should other employees wish to attend the MLA Semi-annual conference, and staffing permits as determined by the Director, they may do so at their own cost; however, they shall receive their regular compensation for the day.

**ARTICLE 30  
WORKSHOPS**

30.1 Employees directed by the Director or Trustees to attend conferences, workshops, seminars or other programs that are beneficial to the operations of the library shall do so during their regular work day and shall be reimbursed for the cost of registration, mileage and specified meals.

**ARTICLE 31  
SNOW DAY POLICY**

31.1 If employees are late due to inclement weather, they cannot be charged any time over the time that they were late. Employees will have the option to deduct lost time from vacation, personal leave time, or emergency leave or they may make up time lost, under two (2) hours, during lunch hour, or before and after work in one-half (1/2) hour increments. Coffee breaks cannot be used to make-up lost time.

**ARTICLE 32  
UNIFORMS/CLOTHING**

32.1 Employees covered by this section, Custodians, shall receive an allowance for uniforms. The uniform shall consist of dark blue or black trousers or jeans, collared blue shirts, all black shoes or coaches shoes, or work or winter boots. The Town will provide iron on logos for the shirts. All clothing and footwear shall be kept in suitable, clean, and in good repair condition. Shorts or sneakers are not acceptable. Employees covered by this section shall be solely responsible for cleaning and maintaining all clothing purchased hereunder and any employee covered by this section who fails to clean, maintain, or wear such clothing during work hours shall be subject to disciplinary action.

Employees covered by this agreement will receive a clothing allowance of \$250 received annually by August 1st each fiscal year. Such allowance will be paid directly to the employee.

**ARTICLE 33  
POLICIES**

33.1 Library Staff will follow Town policies including the Safe Child Policy (Policy list, polices included in Appendix B)

If determined by Human Resources or any higher legal authority that any portion of this collective bargaining agreement is illegal, invalid, or unenforceable, the Town and the Union agree that any such determination shall not affect any other remaining term, clause, phrase, paragraph, section, or provision and all shall stay in full force and effect. Further, if determined that any Town-wide policy conflicts with the express provisions of the collective bargaining agreement, the Town and the Union agree that the provisions of this collective bargaining agreement shall stay in full force and effect for its duration.

**ARTICLE 34  
DRUG POLICY**

**34.1** It is the policy of the Town of Weymouth that the public has the absolute right to expect that persons employed by the Town in the libraries will be free from the effects of illegal drugs and alcohol. The Town, as the employer, has the right to expect its employees to report for work fit and able to work and to set a positive example to the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of an employee of the Town of Weymouth.

***Prohibitions***

Employees shall be prohibited from:

(a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work shift or anywhere on any Town premises or job sites, including Town buildings, properties, vehicles and employee's personal vehicle while engaged in Town business.

(b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place.

**ARTICLE 35  
REDUCTION IN FORCE**

A. In the event of a reduction in force of Union employees working in the Weymouth Library of Weymouth, Massachusetts, and notwithstanding Article 24, a single seniority list shall be utilized and part-time service will be prorated by hours worked annually for placement on this seniority list.

B. When forces are reduced and it is necessary to sever employees, the employer shall follow the principle of seniority within the classification of the library department (Reference, Children's Services, Young Adult Services, Technical Services, Circulation and Building Maintenance) affected. The least senior employee in the affected classification will receive notice to layoff. He/she may exercise the following rights in the order given or be laid off.

1. Displace the least senior employee in the library department who is at the same pay grade, provided the more senior person possesses the necessary skills, knowledge and abilities as outlined in the job description of the position for which s/he seeks entry;
2. Displace the least senior employee in the library department who is at the next lower pay grade, provided the more senior person possesses the necessary skills, knowledge and abilities as outlined in the job description of the position for which s/he seeks entry; and
3. Displaced employees may exercise bumping rights over the least senior employee in the same grade or if unavailable with the least senior employee who is at the next lower pay grade, provided the more senior person possesses the necessary skills, knowledge and abilities as outlined in the job description of the position for which s/he seeks entry.

The intent of this section is for the least senior employee to be laid off and for employees of higher pay grades to be able to replace the next senior employee at the same level of pay or at a lower level of pay provided the more senior person possesses the necessary skills, knowledge and abilities as outlined in the job description of the position for which s/he seeks entry.

RECALL PROCEDURES:

- A. Employees severed due to a reduction in force shall be recalled on the same principle of seniority, provided the more senior person possesses the necessary skills, knowledge and abilities as outlined in the job description of the position for which s/he seeks entry, as the reduction in force occurred (last to be laid off



will be the first to be recalled, provided the most senior person possesses the requisite skills relative to the position for which s/he seeks reemployment).

- B. Employees severed due to a reduction in force shall have a right to recall for up to one (1) year after termination.
- C. The employer shall, through the use of the U.S. Postal Service first class mail, mail any notice of intent to recall to the employee's last known address. The employee shall have fourteen (14) calendar days to respond.
- D. The employee shall have the right to refuse up to one (1) position during his/her period of recall.

**ARTICLE 36  
PERFORMANCE EVALUATIONS**

- 36.1 The authorized representative of the Union and the Director shall meet to discuss the evaluation process, the tool and job descriptions. They shall report to the bargaining team by April 1, 2005.

**ARTICLE 37  
DURATION OF THIS AGREEMENT**


- 37.1 Except as otherwise specifically provided, the Agreement shall be effective as of July 1, 2019, and shall continue in full force and effect until June 30, 2022, and shall be automatically renewed from year to year thereafter, unless either party serves upon the other written notice of the desire to modify or terminate this Agreement.

# SIGNATORY PAGE

For the Union, Weymouth Library  
Staff Association, Local 4928  
MFT, AFT, AFL-CIO

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Town of Weymouth

  
\_\_\_\_\_  
\_\_\_\_\_

November 23, 2021

cc - Director of Human Resources

**APPENDIX A**  
**WAGES**

- Effective January 1, 2014, the salary schedule in effect December 31, 2013 shall be increased by one and one-half (1.5%) percent; and
- Effective January 1, 2014, all employees shall be required to enroll in direct deposit.
  
- Effective July 1, 2014, the salary schedule in effect June 30, 2014 shall be increased by two (2%) percent; and
- Effective July 1, 2015, the salary schedule in effect June 30, 2015 shall be increased by two (2%) percent.
  
- Employee shall advance a step for each year of service to the Town Library and this shall include advancements to Step F and Step G as those steps become effective.
  
- Employees who are assigned by the Director to be in charge of a Library Branch shall receive their regular salary plus \$10 per diem.
  
- Effective July 1, 1998, an employee hired between July 1<sup>st</sup> and February 1<sup>st</sup> in any given year shall receive his/her step increase on July 1<sup>st</sup> of the following Fiscal Year. An employee who is hired between February 2<sup>nd</sup> and June 30<sup>th</sup> of any given year shall NOT receive his/her step increase on July 1<sup>st</sup> of the following fiscal year. That employee's first step increase will be deferred until the fiscal year after the employee has completed at least one full year of service.

## **MEMORANDUM OF AGREEMENT**

**This Memorandum of Agreement is entered into by and between the Town of Weymouth (Town) and the Weymouth Library Staff Association, Local 4928, MLSA, AFT Massachusetts, AFL-CIO (Union).**

**Whereas, the Town and the Union are parties to a collective bargaining agreement for the period July 1, 2019 through June 30, 2022; and**

**Whereas, the Town and the Union have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms of a successor agreement.**

**Now, therefore, in consideration of mutual covenants, the parties agree as follows:**

**The terms and conditions set forth in the Collective Bargaining Agreement for the period July 1, 2016 through June 30, 2019 shall continue in full force and effect for the period July 1, 2019 through June 30, 2022, except as amended herein.**

### **1. Article 4 – Grievance Procedure and Discipline**

**Replace the existing Step 2 with the following proposed Step 2 to enroll the Director of Human Resources into the grievance procedure.**

**Proposal: Amend as follows: "If the grievance is not satisfactorily resolved at Step 1, it may be presented to the Director of Human Resources or his/her designee within five (5) working days of the Step 1 decision or its due date. The Director of Human Resources or his/her designee shall respond in writing to the grievant within seven (7) working days after its next regularly scheduled meeting.**

**Replace the existing Step 3 as follows: "If the grievance is not satisfactorily resolved at Step 2, it may be presented to the Mayor or his/her designee within five (5) working days of the Step 2 decision or its due date. The Mayor or his/her designee shall respond in writing to the grievance seven (7) working days after its next regularly scheduled meeting.**

**Add a new Step 4 as follows:**

**"If the grievance is not satisfactorily resolved at Step 3, the Union may request arbitration within (10) working days of the Step 3 decision, by filing a Demand for Arbitration with the American Arbitration Association, and simultaneously with the Town, pursuant to the voluntary Labor Arbitration Rules of the A.A.A."**

### **2. Article 9 Longevity – Amend as follows:**

**Effective July 1, 2019 – after having completed five (5) years of full-time continuous employment increase longevity from \$100 to \$150**

after having completed ten (10) years of full-time continuous employment increase longevity from \$400 to \$450  
after having completed fifteen (15) years of full-time continuous employment increase longevity from \$525 to \$575  
after having completed twenty (20) years of full-time continuous employment increase longevity from \$775 to \$825

Effective July 1, 2020 – after having completed ten (10) years of full-time continuous employment increase longevity from \$450 to \$500  
after having completed fifteen (15) years of full-time continuous employment increase longevity from \$575 to \$625  
after having completed twenty (20) years of full-time continuous employment increase longevity from \$825 to \$875

Effective July 1, 2021 - – after having completed ten (10) years of full-time continuous employment increase longevity from \$500 to \$550  
after having completed fifteen (15) years of full-time continuous employment increase longevity from \$625 to \$675  
after having completed twenty (20) years of full-time continuous employment increase longevity from \$875 to \$925

The maximum annual amount to which the employee is entitled under this provision is \$925.

3. Article 13 Personal Day and Emergency Leave – Add new sentence at the end of 13.1. Effective July 1, 2019, up to one (1) unused personal day during the fiscal year shall be converted to one (1) sick day on July 1 of the following fiscal year. No sick days accrued under this section may be used in the calculation of benefit under Section 14.5 No employee who has used more than eight (8) sick days during the same fiscal year is eligible for this benefit.
4. Article 14 – Sick Leave

14.1 amend second paragraph of sick leave clause as follows:

Fourth sentence: replacing the word “may” with “shall” and inserting the word “consecutive” after the word three (3) as follows: “A Doctor’s certification “shall “be required after three “consecutive” days of absence due to illness.

New paragraph to read: “A Doctor’s certification shall be required after three (3) consecutive days of absence due to illness.

14.6 Amend second paragraph ENROLLMENT. Strike existing language and replace with the following: New members may enroll in the sick leave bank at any time during the year.

5. Article 17 Bereavement Leave - 17.1.a. Amend first sentence to include former spouse with whom the employee shares custody of a child or children.

Proposed language as follows: Leave with pay, not to exceed five (5) days, shall be granted to all employees covered by this Agreement in the event of death of the following: the employee's spouse, child, step-child, parent, or former spouse with whom the employee shares custody of a child or children.

6. Article 37 Duration of this Agreement - Town proposes to enter into a three-year agreement effective as of July 1, 2019, and shall continue in effect until June 30, 2022.

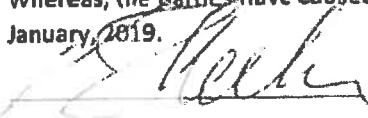
New paragraph to read: "37.1 Except as otherwise specifically provided, the Agreement shall be effective as of July 1, 2019 and shall continue in full force and effect until June 30, 2022, and shall be automatically renewed from year to year thereafter, unless either party serves upon the other written notice of the desire to modify or terminate this Agreement."

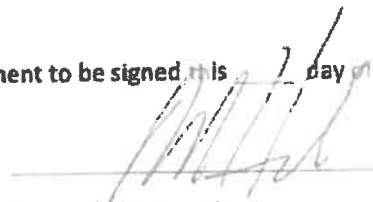
7. Wages - Effective July 1, 2019 – 1.50 % increase  
Effective July 1, 2020 – 1.50 % increase  
Effective July 1, 2021 – 2.00 % increase

In the event that another bargaining unit receives more than a 1% increase over the duration of the contract, the Town agrees to reopen contract negotiations for wages.

8. Policies – The Town of Weymouth intends to update existing policies and propose new policies for town employees. The Town and Union agree to meet and impact bargain over the policies developed by the Town to incorporate into Article 33 Policies contained in Appendix B of the FY16-19 collective bargaining agreement.
9. Notification to union – As the Town phases in the implementation of the centralized reporting structure for custodial and maintenance staff under the Department of Asset Management, it is the intention of the Town to invoke the Labor Management Committee as prescribed in Article 27 of the collective bargaining agreement to address its implementation. The union preserves the right to bargain.

Whereas, the parties have caused this Memorandum of Agreement to be signed this 7 day of January, 2019.

  
Weymouth Library Staff Association,  
Local 4928, MLSA, AFT  
Massachusetts, AFL-CIO

  
Town of Weymouth

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FORM OF EMPLOYEE  
SALARY TABLE

1 P  
1  
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07/01/2019 LIB LIBRARY - 06  
Change was made by 1.5000%  
No Dollar amount used.

| STEP/LEVEL | PERCENT | HOURLY RATE | DAILY RATE | PERIOD SALARY | ANNUAL SALARY |
|------------|---------|-------------|------------|---------------|---------------|
| 00         | 0.0000  | 16.0000     | 0.0000     | 0.00          | 0.00          |
| 01         | 0.0000  | 16.3031     | 114.1215   | 570.61        | 29,671.59     |
| 02         | 0.0000  | 17.2811     | 120.9688   | 604.84        | 31,451.88     |
| 03         | 0.0000  | 18.3180     | 128.2259   | 641.13        | 33,338.99     |
| 04         | 0.0000  | 19.4171     | 135.9295   | 679.60        | 35,329.34     |
| 05         | 0.0000  | 20.1840     | 141.0313   | 708.76        | 36,432.02     |
| 06         | 0.0000  | 21.8417     | 152.8921   | 764.46        | 39,751.95     |
| 07         | 0.0000  | 22.4959     | 157.4788   | 787.39        | 40,944.50     |
| 08         | 0.0000  | 23.1720     | 162.2032   | 811.02        | 42,172.83     |

07/01/2019 LIB LIBRARY - 07  
Change was made by 1.5000%  
No Dollar amount used.

| STEP/LEVEL | PERCENT | HOURLY RATE | DAILY RATE | PERIOD SALARY | ANNUAL SALARY |
|------------|---------|-------------|------------|---------------|---------------|
| 00         | 0.0000  | 17.0000     | 0.0000     | 0.00          | 0.00          |
| 01         | 0.0000  | 17.8737     | 125.1155   | 625.58        | 22,530.04     |
| 02         | 0.0000  | 18.9960     | 132.6225   | 663.11        | 34,181.84     |
| 03         | 0.0000  | 20.0829     | 140.5798   | 702.80        | 36,590.75     |
| 04         | 0.0000  | 21.2877     | 149.0145   | 745.87        | 39,743.80     |
| 05         | 0.0000  | 22.1384     | 154.0122   | 774.06        | 42,743.50     |
| 06         | 0.0000  | 23.9860     | 161.6212   | 803.87        | 41,985.25     |
| 07         | 0.0000  | 24.6643     | 172.6498   | 863.25        | 44,588.94     |
| 08         | 0.0000  | 25.4043     | 177.8293   | 889.15        | 46,225.62     |

07/01/2019 LIB LIBRARY - 08  
Change was made by 1.5000%  
No Dollar amount used.

| STEP/LEVEL | PERCENT | HOURLY RATE | DAILY RATE | PERIOD SALARY | ANNUAL SALARY |
|------------|---------|-------------|------------|---------------|---------------|
| 00         | 0.0000  | 19.0000     | 0.0000     | 0.00          | 0.00          |
| 01         | 0.0000  | 19.6180     | 137.3254   | 686.63        | 35,704.87     |
| 02         | 0.0000  | 20.7951     | 144.5660   | 727.83        | 37,847.17     |
| 03         | 0.0000  | 22.0429     | 149.2000   | 747.00        | 39,128.00     |
| 04         | 0.0000  | 23.3000     | 157.1003   | 785.50        | 44,225.08     |
| 05         | 0.0000  | 24.2820     | 178.9805   | 919.90        | 47,824.92     |
| 06         | 0.0000  | 26.2820     | 188.4999   | 947.50        | 48,249.97     |
| 07         | 0.0000  | 27.0714     | 195.1889   | 973.92        | 50,746.07     |
| 08         | 0.0000  | 27.8834     |            |               |               |



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FORM OF WEDNESDAY  
SALARY TABLE

07/01/2019 LIB LIBRARY - 10  
Change was made by 1.50008  
No Dollar amount used.

| STEP/LEVEL | PERCENT | HOURLY RATE | DAILY RATE | PERIOD SALARY | ANNUAL SALARY |
|------------|---------|-------------|------------|---------------|---------------|
| 00         | 0.0000  | 21.8274     | 0.0000     | 0.00          | 0.00          |
| 01         | 0.0000  | 21.8274     | 151.0355   | 755.18        | 39,274.42     |
| 02         | 0.0000  | 24.2466     | 159.7258   | 800.35        | 41,530.88     |
| 03         | 0.0000  | 25.7014     | 179.9095   | 899.55        | 46,128.74     |
| 04         | 0.0000  | 26.7294     | 197.1088   | 972.53        | 49,847.52     |
| 05         | 0.0000  | 28.3986     | 184.5991   | 972.95        | 50,593.43     |
| 06         | 0.0000  | 28.7277     | 202.3777   | 1,011.87      | 52,617.16     |
| 07         | 0.0000  | 30.6711     | 224.6983   | 1,073.45      | 54,195.87     |
| 08         | 0.0000  |             |            |               | 59,821.53     |
| 09         | 0.0000  |             |            |               |               |

07/01/2019 LIB LIBRARY - 11  
Change was made by 1.50008  
No Dollar amount used.

| STEP/LEVEL | PERCENT | HOURLY RATE | DAILY RATE | PERIOD SALARY | ANNUAL SALARY |
|------------|---------|-------------|------------|---------------|---------------|
| 00         | 0.0000  | 23.0200     | 0.0000     | 0.00          | 0.00          |
| 01         | 0.0000  | 23.0200     | 162.2079   | 826.87        | 42,997.47     |
| 02         | 0.0000  | 25.0436     | 172.2079   | 868.68        | 43,377.42     |
| 03         | 0.0000  | 26.4451     | 185.8152   | 929.68        | 47,210.88     |
| 04         | 0.0000  | 28.1377     | 196.9442   | 984.82        | 51,210.88     |
| 05         | 0.0000  | 29.2631     | 204.8427   | 1,024.21      | 53,289.11     |
| 06         | 0.0000  | 31.4211     | 211.0266   | 1,065.18      | 55,389.47     |
| 07         | 0.0000  | 32.6006     | 225.2847   | 1,107.19      | 57,603.05     |
| 08         | 0.0000  | 33.5786     | 235.0308   | 1,152.25      | 59,133.20     |
| 09         | 0.0000  |             |            |               |               |

07/01/2019 LIB LIBRARY - 11  
Change was made by 1.50008  
No Dollar amount used.

| STEP/LEVEL | PERCENT | HOURLY RATE | DAILY RATE | PERIOD SALARY | ANNUAL SALARY |
|------------|---------|-------------|------------|---------------|---------------|
| 00         | 0.0000  | 25.0200     | 0.0000     | 0.00          | 0.00          |
| 01         | 0.0000  | 25.2511     | 183.9272   | 919.49        | 47,716.95     |
| 02         | 0.0000  | 27.8280     | 194.7830   | 974.49        | 50,481.19     |
| 03         | 0.0000  | 29.4957     | 206.4699   | 1,032.35      | 53,462.19     |
| 04         | 0.0000  | 31.2484     | 218.8581   | 1,094.25      | 56,003.11     |
| 05         | 0.0000  | 32.1810     | 224.9129   | 1,138.06      | 59,119.24     |
| 06         | 0.0000  | 33.1840     | 234.1812   | 1,180.38      | 61,516.41     |
| 07         | 0.0000  | 35.2446     | 248.5714   | 1,247.82      | 64,008.27     |
| 08         | 0.0000  | 37.3111     | 261.1783   | 1,305.89      | 67,106.37     |
| 09         | 0.0000  |             |            |               |               |





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FORM OF WITHHOLDING  
STATEMENT PRINTS

EFF. DATE 08/01/20  
LIBRARY - 1.50008  
Change was made by  
No dollar amount used.

| STEP/LEVEL | PERCENT | HOURLY RATE | DAILY RATE | PERIOD SALARY | ANNUAL SALARY | PERIOD | ANNUAL | PERIOD | ANNUAL | PERIOD | ANNUAL | PERIOD | ANNUAL |
|------------|---------|-------------|------------|---------------|---------------|--------|--------|--------|--------|--------|--------|--------|--------|
| 00         | 0.0000  | 23.0000     | 202.4189   | 1,016.09      | 0.00          | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
| 01         | 0.0000  | 30.7731     | 228.3354   | 1,071.06      | 52,836.83     | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
| 02         | 0.0000  | 32.6194     | 242.0386   | 1,210.18      | 52,907.04     | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
| 03         | 0.0000  | 34.5766     | 251.7180   | 1,308.93      | 52,927.47     | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
| 04         | 0.0000  | 35.9997     | 262.4293   | 1,361.49      | 52,946.56     | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
| 05         | 0.0000  | 37.3980     | 272.4293   | 1,402.13      | 52,964.56     | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
| 06         | 0.0000  | 38.8249     | 282.8538   | 1,444.13      | 52,981.08     | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
| 07         | 0.0000  | 40.2826     |            |               |               |        |        |        |        |        |        |        |        |
| 08         | 0.0000  |             |            |               |               |        |        |        |        |        |        |        |        |
| 09         | 0.0000  |             |            |               |               |        |        |        |        |        |        |        |        |

\*\* END OF REPORT -- Generated by Caroline LaCroix \*\*



**APPENDIX B**

Policy listing (page numbers):

|   |                                  |        |
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| - | ADA . . . . .                    | B - 1  |
| - | Confidential Data . . . . .      | B - 2  |
| - | Drug Alcohol Testing. . . . .    | B - 3  |
| - | Drug Free Work Place . . . . .   | B - 9  |
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| - | Sexual Harassment . . . . .      | B - 11 |
| - | HIPAA. . . . .                   | B - 14 |
| - | Computer/internet use) . . . . . | B - 17 |
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## **AMERICANS WITH DISABILITY ACT (ADA) Policy**

**Policy:** It is the policy of the Town of Weymouth that no employee or applicant for employment shall be discriminated against because he or she is a person with a disability in regards to any position for which, in the Town's reasonable opinion, the employee or applicant for employment is qualified, in accordance with the Rehabilitation Act of 1973 and the American's Disability Act of 1990 (ADA)

**Scope:** This policy and procedure is applicable to all Departments within the Town of Weymouth

**Definitions:** Under the ADA, the definition of "disability is a (a) physical or mental impairment (b) which substantially limits (c) one or more major life activities." Should the applicant/employee be chosen for a position, the Town of Weymouth must make a reasonable accommodation to the physical and mental limitations of the person with the disability, unless it can be demonstrated that such an accommodation would impose an undue hardship on the Town of Weymouth, as defined in the ADA of 1990 and the Federal Rehabilitation Act of 1973.

### **Procedure:**

1. The Town of Weymouth's Designated Physician has the following responsibilities:
  - ❖ Evaluate employees and applicant's disability and the demands of the jobs for which they are being considered.
  - ❖ Provide technical guidance/assistance upon request including advice as to a reasonable accommodation.
  - ❖ Report finding to Human Resources Dept.
2. It is the responsibility of the hiring manager/supervisor to:
  - ❖ Assign employees those duties, which fall within the job requirements and reasonable accommodations.
  - ❖ Monitor performance of the employee to ensure that job requirements are achieved
  - ❖ Update Human Resources with regard to any change in employees' disabled status.
3. It is the responsibility of the Human Resources Dept. to:
  - ❖ Place disabled individuals in accordance with the recommendations of the designated physician.
4. It is the responsibility of the Affirmative Action Officer to:
  - ❖ Administer the Company's Affirmative Action Plan regarding the disabled.

[Audit compliance with this policy and the Affirmative Action Plan]

## **CONFIDENTIAL DATA**

## **Policy**

**Policy:** The Town of Weymouth has adopted the following guidelines in how its employees are to treat confidential information, as well as how confidential information will be disseminated to either employees or external parties

**Scope:** This policy and procedure is applicable to all Town of Weymouth employees.

**Definitions:** **Need to Know Basis** - those employees, as designated by the Mayor and/or their Department Head, who need to have access to confidential, non-public record data in order to perform their job.

**Confidential Data** - as defined by the Massachusetts Public Records Statute G.L. 4 8 (26)

### **Procedure:**

1. Confidential data will be distributed only on a Need to Know Basis.
2. Confidential Personnel files (e.g. medical and evaluation materials) shall be maintained by the Human Resources Department. Access to such confidential information, shall be limited to HR staff, the employee, their immediate manager/Department Head, the employee's designated representative and the Mayor. Access to medical information is limited to the HR department and the employee.
3. All confidential data is to remain secured within the department, which is responsible for its generation and storage. If an employee needs to take such information outside of the department (e.g. to bring home to work with) they must receive the explicit approval of their department head.
4. When confidential data is to be discarded, it must be processed in such a fashion (e.g.) "shredded") to ensure that the data can not be used by any one after its disposal.
5. Only the Mayor, or his/her designee, may release statements concerning confidential information to any external agency, party or the news media. Any requests or inquiries for such information are to be directed to the Mayor's office for resolution.

## Drug-Alcohol testing

## Policy

**Policy:** The purpose of this policy is to outline the responsibilities of employees, supervisors and managers with regard to drug and alcohol use in the workplace and the testing of employees in safety sensitive positions in accordance with U.S. Department of Transportation (DOT) regulations, issued under the Omnibus Transportation Employee Act of 1991, and in accordance with the Drug free Workplace Act of 1988.

**Scope:** This policy applies to all safety-sensitive employees at the Department of Public Works.

**Definitions:** Breath Alcohol Technician (BAT)  
An individual who instructs and assists individuals in the alcohol testing process and operate an evidential breath testing device (EBT)

Evidential Breath Testing Device (EBT)  
A device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath

Medical Review Officer  
A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the Town's controlled substances testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

Safety Sensitive Function  
Operating for any period of time, in any place, a commercial motor vehicle, or employment activity preparatory to operating a commercial motor vehicle.

Substance Abuse Professional (SAP)  
A licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.

### **General Policy Regarding Drugs and Alcohol:**

- A. The town of Weymouth firmly believes that the use of illegal drugs and misuse of legal drugs, including alcohol, is a source of danger in the workplace and a threat to the Town's goal of maintaining a productive and safe work environment. The Town of Weymouth discourages users of illegal drugs and mis-users of legal drugs, including alcohol, from seeking employment with the Town and encourages very forcefully the rehabilitation of such persons already in its employ.
- B. While the Town of Weymouth has no intention of intruding into the private lives of its employees, the Town does expect employees to report for work in a condition to perform their duties. The Town recognizes that employee off-the-job as well as on-the-job involvement with drugs and alcohol can have an impact on the workplace and on the Town's ability to accomplish its goal of providing an alcohol and drug-free environment.
- C. In accordance with the Federal Drug Free Workplace Act, the illegal use, sale or possession of narcotics, drugs or controlled substances while on the job or on Town property is an offense warranting disciplinary action up to and including termination.

- D. Employees who are under the influence of alcohol during work hours, have the potential for interfering with their own as well as their co-workers safe and efficient job performance. Consistent with Town practice, such conditions will be proper cause for disciplinary action up to and including termination of employment.
- E. Employees are expected to follow any directions of their health care provider concerning prescription medications. However, a driver must immediately notify their supervisor if any prescription drug is likely to have an impact of job performance.
- F. Any employee, while on Town property or during the employee's work shift, including without limitation all breaks and meal periods, consumes or uses, or is found to have in his or her personal possession, in his or her locker or desk or another such repository, alcohol or drugs, which are not medically y authorized, or is found to have used or to be using such alcohol or drugs, will be suspended immediately pending further investigation. If use or possession is substantiated, disciplinary action, up to and including termination will be imposed.
- G. The Town of Weymouth is committed to the treatment and rehabilitation of employees with alcohol and controlled substance misuse problems, and encourages employees to come forward voluntarily and seek assistance for those problems prior to and after implementation of the testing program.
- H. If at any time an employee volunteers to enter a chemical dependency program, s/he will enter without fear of disciplinary action being taken against him/her as a result of seeking treatment. Such a program is designated to provide care and treatment to employees who are in need of rehabilitation.

***Policy Regarding Drug and Alcohol Testing:***

- A. It is the policy of the Town of Weymouth to comply fully with the regulations mandating pre-employment drug testing and random, reasonable suspicion and post-accident drug and alcohol testing in accordance with the regulation issued by DOT
- B. Performance of safety-sensitive functions is prohibited by employees having a breath alcohol concentration of .04 percent or greater as indicated by an alcohol breath test; by employees using alcohol within four hours of reporting to work; and by employees in the possession of any medication containing alcohol unless the package seal is unbroken, excluding over-the-counter cough medicine.
- C. Use of illicit drugs by all employees is prohibited.

***Procedure:***

- A. Types of tests
  - To the extent practicable, all tests will be conducted during employees' normally scheduled work hours. All time spent participating in the tests will be considered hours worked. The following tests are required:
  - 1. Pre-employment: All applicants for employment in positions requiring a Commercial Drivers License, or candidates for transfer or promotion to such a position are subject to screening for improper use of controlled substances.
  - 2. Post-Accident: Post accident tests are conducted after accidents on drivers in Town vehicles whose performance could have contributed to the accident, as determined by a citation for a moving traffic violation,

and for all fatal accidents even if the driver is not cited for a moving traffic violation.

3. **Reasonable Suspicion:** Reasonable suspicion tests are conducted when a trained supervisor or manager observes behavior or appearance that is characteristic of alcohol or illicit drug misuse. If a driver's behavior or appearance suggests alcohol or drug misuse, a reasonable suspicion test must be conducted.
4. **Random:** Random tests are conducted on a random, unannounced basis just before, during or after performance of safety sensitive functions for alcohol or at any time for drugs. As of January 1, 1999, the number of random alcohol tests conducted must equal at least 10% of all the safety-sensitive drivers and the number of random drug tests conducted must equal at least 50% of all safety-sensitive drivers. The Town will not randomly test more employees than the DOT regulations require.
5. **Return to Duty and Follow-up:** Return to duty and Follow-up tests are conducted when an individual who has violated the prohibited alcohol or drug standards returns to performing safety sensitive duties. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first twelve (12) months after a driver returns to duty. Follow-up testing may be extended for up to sixty (60) months following the return to duty at the discretion of the employer.

## B. Conducting Tests

1. **Alcohol:** DOT rules require breath testing using evidential breath testing (EBT) devices. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than .02 alcohol concentration is considered a "negative" test. If the alcohol concentration is .02 or greater, a second, confirmation test must be conducted.
2. **Drugs:**
  1. Drug testing is conducted by analyzing a driver's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility. Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised
  2. DOT rules require a split specimen procedure. Each urine specimen is subdivided into two bottles labeled as primary and split. Both bottles are sent to the laboratory. Only the primary specimen is opened and used for the urinalysis. The split specimen remains sealed at the laboratory. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the driver has seventy-two (72) hours to request that the split specimen be sent to another DHHS laboratory for analysis.
  3. All urine specimens are analyzed for the following drugs:
    - Marijuana
    - Cocaine
    - Amphetamines
    - Opiates (including heroine)
    - Phencyclidine (PCP)
  4. Testing is conducted using a two-stage process. First, a screening test is performed. If the test is positive for one or

more of the drugs, a confirmation test is performed for each identified drug. Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

5. All drug tests are reviewed and interpreted by a physician designated as a medical review officer (MRO) before they are reported to the employer. If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen. Legitimate medical reasons may explain a positive test result in some instances of a positive test. If the MRO determines that the drug use is legitimate, the test will be reported to the Town as a negative test.

**A. Refusal to Participate**

Any refusal to participate in any of the types of alcohol and/or drug test authorized in this policy will be treated as a positive test result.

**B. Cost Associated with Tests**

The Town will incur the expense of all tests required by the DOT regulations. Tests not required by DOT regulations, such as testing of split sample, will be incurred by the employee.

***Consequences of Positive Tests***

**A. Alcohol**

1. Safety sensitive employees who have any alcohol concentration, defined as .02 or greater, who was tested just before, during or just after performing safety sensitive functions must be removed from performing such duties for twenty-four (24) hours. Depending on the circumstances, disciplinary action may be imposed upon an employee whose alcohol test reveals any alcohol concentration between .02 and .04.
2. Drivers who engage in prohibited alcohol use, that is, who test positive for alcohol use greater than .04, will be immediately suspended for three (3) working days and required to consult with a Substance Abuse Professional (SAP). Any driver serving a probationary period will be terminated immediately.
3. Drivers who test positive who wish to continue employment with the Town must be evaluated by a SAP and comply with any treatment recommendations to assist them with an alcohol problem. The payment for any recommended treatment will be strictly at the expense of the employee (or his/her health insurance program, if applicable). If treatment recommended and document by the SAP requires time away from work, the time may be designated as family leave in accordance with the Family Medical Leave Act.
4. Drivers who have been evaluated by a SAP, who comply with any recommended treatment, who have taken a return to duty test with a result less than .02, and who are then subject to unannounced follow-up tests, may return to work.
5. Drivers who have returned to work under these conditions and who subsequently test positive for alcohol will be suspended immediately for fifteen (15) working days and be required to follow the above procedures for return to work.



6. Drivers who have returned to work under these conditions and who subsequently test positive for alcohol will be terminated.
- C. Drugs
1. Safety sensitive employees who test positive for illicit drugs will immediately be suspended for sixty (60) days and be required to consult with a SAP. Any driver servicing a probationary period will be terminated immediately.
  2. Drivers who test positive who wish to continue employment with the Town must be evaluated by a SAP and comply with any treatment recommendations to assist them with a drug problem. The payment for any recommended treatment will be strictly at the expense of the employee (or his/her health insurance program, if applicable). If treatment recommended and documented by the SAP requires in-patient or out-patient treatment, the time in treatment may be designated as family leave in accordance with the Family Medical Leave Act.
  3. Drivers who have been evaluated by a SAP, who comply with any recommended treatment, who have taken a return to duty test, and who are then subject to unannounced follow-up tests, may return to work.
  4. Drivers who have returned to work under these conditions and who subsequently test positive for drugs will be terminated.

#### ***Consequence of Accidents***

As in the case of any accident, consequences, whether or not alcohol or drugs are included, will be determined after thorough investigation by proper authorities.

#### ***Information/Training***

- A. All current and new employees will receive written information about the DOT regulations on testing requirements and how and where they may receive assistance for alcohol and drug misuse. All employees must receive a copy of this policy and sign the Confirmation of receipt. (Attached).
- B. All supervisory and management personnel in the Department of Public Works must attend at least two hours of training on alcohol and drug misuse symptoms and indicator used in making determinations for reasonable suspicion testing. Supervisors and managers will be instructed on the detection of abuse problems and the enforcement of the testing policy. Periodic, on-going training will also occur after implementation of the policy.
- C. This policy will be posted on employee bulletin boards and will be available to all employees.

#### ***Record Keeping***

Driver alcohol and drug testing records are confidential. Test results and other confidential information may only be released to the employee, the SAP and the MRO, and any arbitrator of a grievance filed in accordance with the policy. Any other release of this information may only be made with the driver's consent, or in response to a court order. The Town's Human Resources Department will keep all records pertaining to the drug testing program, including any documents pertaining to positive and negative tests, in a locked file cabinet, separate from the employees' personnel folders.

## **Pre-Employment References**

- A. The Town must obtain and review the following information from each employee that the prospective driver worker for, in a safety sensitive position, during the previous two years: a) information about a test in which the employees breath alcohol was .04 or greater, b). Information about a positive drug test; and c). information about any refusal to participate in the alcohol and drug testing program.**
- B. The prospective employee must provide the former employer with a written release allowing the release of the information or s/he will not be hired.**
- C. If the previous employer indicated that a positive re result was received, or that the employee refused to participate when selected for an alcohol or drug test, the applicant may not be appointed unless s/he has already consulted with a SAP, already received recommended treatment, and subsequently tested negative in a return to duty test for the former employer.**
- D. The Town of Weymouth must provide the same information to subsequent employers of current Town employees when provided with a written release.**

## **Drug Free Workplace**

## **Policy**

**Policy:** The Town of Weymouth shall comply with the requirements of the Drug Free Workplace Act of 1988.

**Scope:** This policy and procedure is applicable to all town personnel

**Procedure:**

In compliance with the Act, the town has implemented the following actions:

- a. Issuance of a statement which notified employees that the unlawful possession, manufacture, distribution, or use of a controlled substance is prohibited in the workplace
- b. Establishment of a Drug Free Workplace Awareness Program.
- c. Put forth a good faith effort to establish and maintain a workplace free from substance abuse.

The library seeks to create a welcoming environment for people of all ages. This policy has been established for the protection and well-being of children using the library. While library staff strive to create a safe and comfortable place for children, the library is a public building open to all. Library staff are not responsible for supervising children and cannot know if children are leaving the building with parents or with strangers or alone. Parents, guardians, and caregivers are responsible for monitoring their children's safety, activities, and behavior while visiting the library.

Children between the ages of 0-7 must be directly supervised by a responsible person, aged 13 and up, who is either a parent or person designated by the parent. The child must remain in the same room within view of the designated caregiver at all times in the library.

Children between the ages of 8-10 must have indirect supervision by a responsible person, aged 13 and up, who is either a parent or person designated by the parent. The designated caregiver must remain in the library.

Children aged 11 and up may be in the library unattended. They must be able to understand and adhere to our Appropriate Library Use Policy. Parents and guardians of a child using the library alone must be aware that library staff cannot provide supervision. The unattended child must be able to provide contact information for their parent or guardian if asked by library staff.

### **Safe Child Procedures**

If an unattended child aged 0-10 or a child being supervised by a child under the age of 13 comes to the attention of staff, staff will attempt to locate the responsible person, aged 13 and up, who is either a parent or a person designated by the parent, in the building or by telephone. If the responsible person cannot be located, staff will notify the police and the Director of Library Services, in that order. Staff will file an Incident Report.

In case of a medical emergency involving an unattended child, the staff will call 911 for emergency assistance and then attempt to contact the responsible person, in that order. Staff will file an Incident Report.

If the responsible person repeatedly leaves a child unattended in the library after being informed of the library's Safe Child Policy, staff will notify the police and the Director of Library Services, in that order. Staff will file an Incident Report.

The library will have written copies of the Safe Child Policy available at all service desks and will provide copies of the policy to all responsible persons of unattended children.

## **Sexual Harassment POLICY**

It is the goal of the Town of Weymouth 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 find themselves in connection with their employment or town business, is unlawful and will not be tolerated by this organization.

Further, any retaliation against any individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation will not be tolerated.

To achieve our goal of a workplace free of 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.

### **SCOPE**

This policy applies to all employees of the town, and non-employees, defined to mean its agents, elected and appointed officials, consultants, volunteers, and constituents.

For the purposes of this document, persons covered will be referred to as employees.

It includes but is not limited to policies and procedures to prevent sexual harassment as defined by appropriate state and federal laws and regulations.

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

The Town of Weymouth 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 necessary, including disciplinary action as appropriate, up to and including termination.

### **DEFINITION**

In Massachusetts, "sexual harassment" means sexual advances, request for sexual favors, and or verbal in nature when: (a) submission 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 which have the effect of unreasonably interfering with an individual's work by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or inferred requests or conduct by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits or continued employment constitutes sexual harassment. Promises of appointment, favorable voting at meetings or resolution of issues with the Town in exchange for sexual favors also constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place

environment that is hostile, offensive, intimidating or humiliating to male or female employees may also constitute sexual harassment.

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

- Unwelcome sexual advances whether they involve physical touching or not
- Sexual epithets, jokes, in the form of writing, email or oral references to sexual conduct, gossip regarding one's sex life; comments regarding one's individual body comments about one's sexual orientation, comments about an individual's sexual activity, deficiency, or prowess
- Displaying sexually suggestive objects, pictures, cartoons; including accessing or sharing pornographic, sexually explicit or obscene materials via the internet or email
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments
- Inquiries into one's sexual experience/Discussion of one's sexual activities

## **RETALIATION**

All employees should take special note that, as previously stated, retaliation against an individual who has complained about sexual harassment, and retaliation against a person for cooperating with an investigation into sexual harassment is unlawful and will not be tolerated by the Town of Weymouth.

## **PROCEDURE**

### **Complaints of Sexual Harassment**

If any employee believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint with the Town of Weymouth. Anyone who has observed questionable or inappropriate behavior of a sexual or sexually hostile nature has the right and responsibility to report this to a supervisor, the Human Resources Department or the Mayor's Office. Anyone, who needs information on the complaint process, or who has questions regarding the sexual harassment policy, or who needs further information may contact the Equal Employment Opportunity Officer. The Equal Employment Opportunity Officer for the Town is the Director of Human Resources, assisted by HR staff members.

If you would like to file a complaint you may do so with your supervisor, or department head and by contacting the HUMAN RESOURCES DEPARTMENT, 75 MIDDLE STREET, EAST WEYMOUTH, MA 02189, 781-340-5010.

A COMPLAINT INVOLVING ANY ABOVE TITLED PARTY MAY BE MADE DIRECTLY TO THE MAYOR.

## **SUPERVISOR'S RESPONSIBILITY**

Each supervisor is obligated to report all cases of sexual harassment to the department head and to the Equal Employment Opportunity Officer or directly to the Mayor's Office for investigation/intervention.

As the frontline representative of the employer, each supervisor, who has observed questionable or inappropriate behavior of a sexual nature, is obligated to report such observation to his or her superior, the Equal Employment Opportunity Officer or directly to the Mayor's Office for further investigation/intervention.

Each supervisor is required to communicate to each subordinate the Town's policy against sexual harassment and make sure all persons under his or her supervision receive a copy of this policy annually and sign as to receipt.

### **SEXUAL HARASSMENT INVESTIGATION**

When the complaint is filed, the Director of Human Resources, or the Equal Employment Opportunity Officer or Designee will promptly investigate the allegations in a fair and expeditious manner. Should interim or permanent intervention be required the investigator will obtain the mayor's approval and implement preventive changes. The investigation will be conducted in such way as to maintain confidentiality to the extent practicable under the circumstances and take into account the rights and responsibilities of all individuals involved. The investigation will include a private interview with the person filing the complaint and with witnesses. The person alleged to have committed the sexual harassment will be interviewed. When the investigation is completed, the person filing the complaint and the person alleged to have engaged in inappropriate conduct will be informed of any proposed resolution.

Consultants, vendors, volunteers, constituents and others who interact with Town of Weymouth employees are expected to respect the Town of Weymouth Sexual Harassment Policy. Complaints involving Town of Weymouth employees and non-employees will be investigated by the Equal Employment Opportunity Officer or Designee.

The Equal Employment Opportunity Officer or Designee will be asked to investigate all complaints against elected or appointed officials. If a complaint is filed against an elected official a meeting shall be held in conjunction with the elected board on which the alleged offender serves. Alleged offender(s) and the person filing the complaint shall be informed of this meeting in writing.

### **DISCIPLINARY ACTION**

Recommendation for disciplinary action, up to and including dismissal, will be initiated and/or reviewed by the Director of Human Resources and approved by the Mayor, prior to issuance.

### **Annual Distribution of Sexual Harassment Policy with Mandatory Employee Signature Upon Receipt Thereof**

To insure that each employee is aware of the mandatory respectful workplace behavior regarding hostile, inappropriate, insensitive, intimidating or otherwise inappropriate actions of a sexual nature, the Town of Weymouth requires that this policy be distributed annually and each employee shall be required to sign for receipt thereof.

### **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 agencies listed below. Using our complaint process does not limit you from filing a complaint with these agencies. Each of these agencies has a limited time period for filing a claim (EEOC 180 days and MCAD 6 months).

The United State Equal Employment Opportunity Commission (EEOC)

1 Congress St. 10th Floor, Boston, MA 02114

(617) 565-3200

The Massachusetts Commission Against Discrimination (MCAD)

Boston Office One Ashburton Place- Rm. 601 Boston, MA 02108

(617) 727-3990

## **HIPPA POLICY**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. QUESTIONS ABOUT THIS NOTICE, ARE TO BE DIRECT TO THE HUMAN RESOURCES DEPARTMENT.**

Protected Health Information (PHI) is information, including demographic information, that may identify you and that relates to health care services provided to you, the payment of health care services provided to you, or your physical or mental health or condition, in the past, present or future. This Notice of Privacy Practices describes how we may use and disclose your PHI. It also describes your rights to access and control your PHI.

As a group health plan, we are required by Federal law to maintain the privacy of PHI and to provide you with this notice of our legal duties and privacy practices.

We are required to abide by the terms of this Notice of Privacy Practices, but reserve the right to change the Notice at any time. Any change in the terms of this Notice will be effective for all PHI that we are maintaining at that time. If a change is made to this Notice, a copy of the revised Notice will be provided to all individuals covered under the Plan at that time.

### **PERMITTED USES AND DISCLOSURES**

#### **Treatment, Payment and Health Care Operations**

Federal law allows a group health plan to use and disclose PHI, for the purposes of treatment, payment and health care operations, without your authorization. Examples of the uses and disclosures that we, as a group health plan, may make under each section are listed below:

- 1 Treatment. Treatment refers to the provision and coordination of health care by a doctor, hospital or other health care provider. As a group health plan we do not provide treatment.
- 1 Payment. Payment refers to the activities of a group health plan in collecting premiums and paying claims under the plan for health care services you receive. Examples of uses and disclosures under this section include the sending of PHI to an external medical review company to determine the medical necessity or experimental status of a treatment; sharing PHI with other insurers to determine coordination of benefits or settle subrogation claims; providing PHI to the group health plan's utilization review company for precertification or case management services; providing PHI in the billing, collection and payment of premiums and fees to plan vendors such as PPO Networks, utilization review companies, prescription drug card companies and reinsurance carriers; and sending PHI to a reinsurance carrier to obtain reimbursement of claims paid under the Plan.
- 1 Health Care Operations. Health Care Operations refers to the basic business functions necessary to operate a group health plan. Examples of uses and disclosures under this section include conducting quality assessment studies to evaluate the plan's performance or the performance of a particular network or vendor; the use of PHI in determining the cost impact of benefit design changes; the disclosure of PHI to underwriters for the purpose of calculating premium rates and providing reinsurance quotes to the plan; the disclosure of PHI to stop-loss or reinsurance carriers to obtain claim reimbursements to the group health plan; disclosure of PHI to plan consultants who provide legal, actuarial and auditing services to the group health plan; and use of PHI in general data analysis used in the long term management and planning for the plan and company.
- 1 Health Services. The Plan may use your PHI to contact you to give you information about treatment alternatives or other health-related benefits and services that may be of interest to you. The Plan may disclose your PHI to its Business Associates to assist the Plan in these activities.

#### **Other Uses and Disclosures Allowed Without Authorization**

Federal law also allows a group health plan to use and disclose PHI, without your authorization, in the following ways:

- 1 To you, as the covered individual.



- 1 To a personal representative designated by you to receive PHI such as a friend or relative or a personal representative designated by law such as the parent or legal guardian of child, or the surviving family members or representative of the estate of a deceased individual.
- 1 To the Secretary of Health and Human Services (HHS) or any employee of HHS as part of an investigation to determine our compliance with the HIP AA Privacy Rules.
- 1 To a Business Associate as part of a contracted agreement to perform services for the group health plan. Each Business Associate must agree in writing to ensure the continuing confidentiality and security of your medical information.
- 1 For research purposes in limited circumstances.
- 1 To a health oversight agency, such as the Department of Labor (DOL), the Internal Revenue Service (IRS) and the Insurance Commissioner's Office, to respond to inquiries or investigations of the Plan, requests to audit the Plan, or to obtain necessary licenses.
- 1 In response to a court order, subpoena, discovery request or other lawful judicial or administrative proceeding.
- 1 As required for law enforcement purposes. Such permitted disclosures include the following:
  - To law enforcement officials for limited law enforcement purposes.
  - To a coroner, medical examiner, or funeral director about a deceased person
  - To an organ procurement organization in limited circumstances
  - To avert a serious threat to your health or safety or the health or safety of others
  - To federal officials for lawful intelligence, counterintelligence and other national security purposes.
  - To public health authorities for public health purposes
  - To appropriate military authorities, if you are a member of the armed forces
- 1 As required to comply with Workers' Compensation or other similar programs established by law.
- 1 To the Plan Sponsor, as necessary to carry out administrative functions of the Plan such as evaluating renewal quotes for reinsurance of the Plan, funding check registers, reviewing claim appeals, approving subrogation settlements and evaluating the performance of the Plan.
- 1 In providing you with information about treatment alternatives and health services that may be of interest to you as a result of a specific condition that the Plan is case managing.

The examples of permitted uses and disclosures listed above are not provided as an all inclusive list of the ways in which PHI may be used. They are provided to describe in general the types of uses and disclosures that may be made.

## **OTHER USES AND DISCLOSURES**

Other uses and disclosures of your PHI will only be made upon receiving your written authorization. You may revoke an authorization at any time by providing written notice to us that you wish to revoke an authorization. We will honor a request to revoke as of the day it is received and to the extent that we have not already used or disclosed your PHI in good faith with the authorization.

## **YOUR RIGHTS IN RELATION TO PROTECTED HEALTH INFORMATION**

### **Right to Request Restrictions on Uses and Disclosures**

You have the right to request that the Plan limit its uses and disclosures of PHI in relation to treatment, payment and health care operations or not use or disclose your PHI for these reasons at all. You also have the right to request the Plan restrict the use or disclosure of your PHI to family members or personal representatives. Any such request must be made in writing to the Privacy Contact listed below and must state the specific restriction requested and to whom that restriction would apply.

The Plan is not required to agree to a restriction that you request. However, if it does agree to the requested restriction, it may not violate that restriction except as necessary to allow the provision of emergency medical care to you.

### **Right to Receive Confidential Communications**

You have the right to request that communications involving PHI be provided to you at an alternative location or by an alternative means of communication. The Plan is required to accommodate any reasonable request if the normal method

of disclosure would endanger you and that danger is stated in your request. Any such request must be made in writing to the Privacy Contact listed in this Notice.

### **Right to Access to Your Protected Health Information**

You have the right to inspect and copy your PHI that is contained in a designated record set for as long as the Plan maintains the PHI. A designated record set contains claim information, premium and billing records and any other records the Plan has created in making claim and coverage decisions relating to you. Federal law does prohibit you from having access to the following records: psychotherapy notes; information compiled in reasonable anticipation of, or for use in a civil, criminal or administrative action or proceeding; and PHI that is subject to a law that prohibits access to that information. If your request for access is denied, you may have a right to have that decision reviewed. Requests for access to your PHI should be directed to the Privacy Contact listed in this Notice.

### **Right to Amend Protected Health Information**

You have the right to request that PHI in a designated record set be amended for as long as the Plan maintains the PHI. The Plan may deny your request for amendment if it determines that the PHI was not created by the Plan, is not part of designated record set, is not information that is available for inspection, or that the PHI is accurate and complete. If your request for amendment is declined, you have the right to have a statement of disagreement included with the PHI and the Plan has a right to include a rebuttal to your statement, a copy of which will be provided to you. Requests for amendment of your PHI should be directed to the Privacy Contact listed in this Notice.

### **Right to Receive an Accounting of Disclosures**

You have the right to receive an accounting of all disclosures of your PHI that the Plan has made, if any, for reasons other than disclosures for treatment, payment and health care operations, as described above, and disclosures made to you or your personal representative. Your right to an accounting of disclosures applies only to PHI created by the Plan after April 14, 2003 and cannot exceed a period of six years prior to the date of your request. Requests for an accounting of disclosures of your PHI should be directed to the Privacy Contact listed in this Notice.

### **Right to Receive a Paper Copy of this Notice**

You have the right to receive a paper copy of this Notice upon request. This right applies even if you have previously agreed to accept this Notice electronically. Requests for a paper copy of this Notice should be directed to the Privacy Contact listed in this Notice.

## **COMPLAINTS**

If you believe your privacy rights have been violated, you may file a complaint with the Plan or the Secretary of Health and Human Services. Complaints should be filed in writing with the Privacy Contact listed in this Notice. The Plan will not retaliate against you for filing a complaint.

**PURPOSE**

To ensure the security and proper use of the Town of Weymouth's telecommunications systems which includes the network, computers and peripherals, telephones, electronic mail (e-mail), facsimile machines (faxes) and the Internet.

**POLICY**

The Town of Weymouth provides staff with the ability to send messages and information through voice mail, fax mail, electronic mail (e-mail) and in some cases through the Internet. It is the policy of the Town of Weymouth to support the Internet Service access and email access policies of its suppliers on the Internet and email connectivity, and the Town of Weymouth will enforce those policies to the best of its ability. The Town of Weymouth also supports those elements of Internet and email policies that demand network etiquette and due consideration for user's rights to privacy and freedom from exposure to offensive material.

**Internet /E-mail Usage Policy**

The following policy statements apply to all users (employees, contractor, temporaries, etc.) who use the Internet and/or email with the Town of Weymouth's computing or network resources, as well as those who represent themselves as being connected with the Town of Weymouth in any way:

Electronic Communication and Computer Storage Systems are the property of the Town Data messages should be treated as confidential by other employees and should be accessed only by the intended recipient. Employees are not authorized to retrieve or read any messages or data that are not sent to them unless the intended recipient gives express permission. Also, employees should not use a code, access a file, or retrieve any stored information unless authorized to do so.

The Town of Weymouth allows exploration of the Internet and email usage, but if it is for personal purposes, it should be done on personal, not Town of Weymouth time. Use of computing resources for these personal purposes is permissible as long as it is **not** excessive and:

- a. does not interfere with worker productivity; or
- b. does not pre-empt any business activity.
- c. Does not require the Town of Weymouth to incur any additional cost

Beyond the preceding stipulations it will be up to the individual department head or designee to determine excessive personal use.

Employees are reminded that the Internet and email systems are unsecured Communication mediums and data are not encrypted. Likewise, contact made over the Internet or via email should not be trusted with Town of Weymouth confidential information.

Any user approved for Internet or email access may connect to, view and print any Web page with a Town of Weymouth-related business purpose.

Due to the escalating numbers of extremely destructive viruses now being spread via email, e-mail attachments that are received from an unknown party should be considered suspicious, and should not be opened until the sender's identity can be confirmed. If special circumstances require the opening of the attachment it is suggested that it be saved to floppy disk in Drive A: and done so with extreme caution.

Users should clearly understand that they represent the Town of Weymouth, not themselves, on the Internet or in email when posting from or corresponding through the Town of Weymouth's resources. The same personnel policies that now guide actions with the media (i.e. television, radio, magazines, and newspapers) should be followed when posting information to the Internet or corresponding through the Town of Weymouth's email system. All communication should be regarded as "on the record" and attributable to the employee who posts, creates or forwards the information.

Some Internet sites offer files for download through their Web page. Although you may be presented with opportunities to download files, the Town of Weymouth strongly recommends that you avoid doing so. Downloading files risk consuming an excessive amount of system resources and computer viruses.

If downloading a file appears unavoidable, use discretion in judging the business use of the file and to respect copyright and licensing restrictions.

All files downloaded via the Internet must be scanned with virus detection software prior to being loaded on to the network.

If you have questions as to the risks involved in downloading files, contact the Information Technology Department or your local Network Administrator.

Electronic communication users shall not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of the Town of Weymouth. Neither should they construct a communication so it appears to be from someone else (false identity). Internet sessions should not remain open when not actively being used.

**The following activities are strictly prohibited:**

- a. Any use which violate U.S. state or federal regulations and civil laws
- b. The transmission of materials used for commercial promotion, product endorsement, or political purposes
- c. Attempts to violate the computer security systems implemented by the Town of Weymouth or other institutions, organizations, companies or individuals
- d. Transmission of threatening or harassing messages
- e. Accessing or sharing pornographic, sexually explicit or obscene materials
- f. Interference with or disruption of network users, services or equipment
- g. Propagation of Computer Viruses, Worms, Trojans or malicious Code.
- h. Users may not, under any circumstances use, "*spoofing*" or "*spamming*", or any other means to disguise their identities in sending e-mail. (*Spoofing* is frequently used to hide the identity of a *spammer* or of someone who is committing unauthorized or illegal acts online). (*Spamming* is the sending of unsolicited commercial e-mail.)
- i. Any activity which would either violate a Town Employee's or resident's right to privacy or expose the Town of Weymouth to financial loss
- j. Activities which could expose the Town of Weymouth to financial loss, embarrassment or penalties
- k. Electronic communications to non-City bulletin boards note pads and messages services with any Town of Weymouth equipment is prohibited, unless it is directly related to the user's job responsibilities.
- l. to distribute chain letters
- m. to access on-line gambling sites
- n. to libel or otherwise defame any person
- o. Mass mailing messages to parties outside of the Town of Weymouth unless prior permission has been obtained from their department head or department designee

- p. Subscription to mass mailing list resulting in the receipt of daily e-mail should be limited to business purposes only.

### **Monitoring Access:**

The Town of Weymouth reserves the right, at its discretion, to view, capture and use Internet and/or email correspondence, personal file directories and other information stored on its Town of Weymouth owned equipment. This may be necessary in order to support operational, maintenance, auditing, security and investigative activities and to comply with subpoenas and orders of courts and administrative agencies. The Town of Weymouth may read any messages or other data stored on Town of Weymouth owned equipment for any purpose, without limitation, including systems maintenance and compliance monitoring. Employees should not assume that voice mail, fax mail, email messages or Internet postings are personal or confidential. Electronic communications may be discoverable even though the messages have been deleted. Subject to certain exception in the law, electronic communications may also be considered public records. In recognition of the fact that the Town of Weymouth may perform these activities, users should pattern their Internet and email use accordingly.

### **Revoking Access:**

Use of the Internet by the Town of Weymouth's employees and hired staff is a privilege, not a right, and may be revoked at any time for inappropriate conduct. All users of the Internet are responsible for complying with the policies, guidelines and standards of conduct contained in this document. Violations may result in a revoking of Internet access privileges and or disciplinary measures.

### **Equipment Hardware/Software Usage Policy**

Settings on all hardware, including all personal computers, laptop computers, printers, scanners and monitors shall not be changed without the authorization of the Information Technology Department or Network Administrator.

No one may add or modify software or change the configuration on computers under control of the Town of Weymouth without written approval from the Information Technology Department. Only properly licensed software may be used. Pirated or illegally copied software shall not be installed to any computer.

No one shall move or install hardware without prior notification and permission from the Information Technology Department.

The purchase of all computer and related peripheral equipment must be authorized by the Department Head or designee, and submitted to the Information Technology Department for final review and approval before purchase. This is to adhere to License Agreements, and Avoidance Regulations and standards set by the Town of Weymouth to ensure security and compatibility with the network and current system configurations.

Individually assigned Personal Computer Systems should not be used to create any offensive or disruptive messages or images. Among those which are considered offensive are any messages or images which contain sexual implications, racial slurs, gender-specific comments, or any other comment which might constitute intimidation, hostile or offensive material based on one's sex, race, color, national origin, age, religion, sexual orientation or physical or mental disability.

Upon the request of the department head and subject to approval of the appropriate authority, monitoring of individually assigned personal computer systems may be necessary. Reasons for monitoring include, but are

not limited to, review of employee productivity, investigations into claims of possible criminal activity and investigations into violations of this policy.

Executable programs imported from other sites to Town of Weymouth computers must not be used unless they have been authorized by the Information Technology Department and they have been subjected to virus detection procedures approved by Information Technology Department. The Information Technology Department may from time to time impose additional restrictions or regulations on the importing of remote files and such restrictions or regulations shall be considered part of this policy.

The following restrictions apply to the use of all Town of Weymouth computer and peripheral related equipment (including mini, micro, personal and laptop computers) whether use occurs in Town of Weymouth offices or from home or elsewhere through the use of modems:

- a. Except as specified below, only use of valid, Town of Weymouth licensed commercial software is permissible.
- b. Unlicensed (Non-commercial) software and free software must not be installed or used on the Town of Weymouth equipment, unless it has been reviewed and approved by the Information Technology Department or Network Administrator. ("Non-Commercial" software means software procured from an unlicensed distributor and or not publicly available, and "Free software" means software received without compensation).
- c. Unlicensed copies of software must not be installed or used on any Town of Weymouth equipment.
- d. All computers must be protected by either hardware or software to prevent unauthorized access and computer viruses. This includes off-premises computers, whether at home, at a consultant's office or elsewhere.

## **SECURITY**

Each person shall maintain the confidentiality of all passwords they are entitled to and shall not use any password or user id that they are not assigned.

No person shall attempt to gain access to programs that the System Administrator or assigning authority has not granted them access to.

Any user who finds a possible security lapse on any system shall report it to the Information Technology Department.

Whenever leaving your PC unattended for extended periods of time log off the network or program you are using so as not to compromise the confidentiality of your work or tie up system resources

Credit Card numbers, telephone calling card numbers, system passwords and other information that can be utilized to gain access to Town of Weymouth services should not be transmitted using the Internet or email.

## **CONFIDENTIALITY**

All Town of Weymouth personnel shall treat as confidential all data and information pertaining to the Town of Weymouth or any past, present or prospective client of Town of Weymouth. In addition, Town of Weymouth personnel have access to proprietary information and documents, either owned or developed by Town of Weymouth or others, including client information, correspondence, business plans, computer programs, training, policy and procedure manuals, and the like. The Town of Weymouth expects that, as a condition of employment, the Town of Weymouth personnel will keep such proprietary information strictly confidential.

Public record laws *guarantee* citizen access to governmental process and require governmental accountability. However, they do not require unlimited access to governmental databases, or direct governmental employees to use their time responding to specialized data requests free of charge. Raw computer data and specialized analyses and reports do not fall within the traditional definition of public records. The Town of Weymouth has established standard and reasonable charges for such reports, electronic products and services. Upon receiving such requests Department Heads should seek the advice of Counsel .

## **RESPONSIBILITIES**

All Town of Weymouth personnel are required to adhere to these policy guidelines. In addition, the Town of Weymouth Department Heads, supervisors and managers are responsible for the following:

- a. Ensuring the understanding of, and adherence to, these guidelines within their assigned areas of responsibility.
- b. Ensuring that individuals in their areas of responsibility understand their obligations in the use of hardware, software, data and computer-related equipment.
- c. Notifying data security administrators in the Town of Weymouth Information Technology Department of changes to their staff, or other matters, which may have an impact on data security.
- d. Working closely with the Town of Weymouth Information Technology Department to ensure:
  - (a) compliance with established procedures for purchasing software and all related computer hardware,
  - (b) the maintenance of a log for the purchase and installation of all software and a library of software licenses, and
  - (c) full cooperation with respect to periodic software audits.
  - (d) any request for reporting, updating of current software/hardware or enhancements to existing software/hardware should be brought to the Information Technology Department.

## **ENFORCEMENT**

The use of the Town of Weymouth's telecommunication system constitutes employee consent to monitoring of systems and is conditioned upon strict adherence to this policy. Any employee who violates this policy and these guidelines, or uses the Town of Weymouth's telecommunications systems for improper purposes, will result in disciplinary action depending on the circumstances, up to and including immediate termination.

Department heads and supervisors are responsible for ensuring that all their employees using the Town of Weymouth's telecommunication systems have read this policy and understand its applicability to their activities. This policy is not intended to replace day to day administrative procedures specific to each department's operational needs.

## USERRA

## POLICY

**Policy:** The Town of Weymouth abides by the Uniformed Services Employment and Reemployment Rights Act (USERRA), and supports and promotes the military service of its employees. USERRA or greater benefits under Massachusetts state laws are herein adopted by the Town of Weymouth as policy.

**Scope:** The Town of Weymouth grants military leaves of absence to any employee who requests such leave in order to perform service in the uniformed services.

The uniformed services are the Army, Navy, Marine Corps, Air Force, Coast Guard, and the commissioned corps of the Public Health Service. This includes the Reserve components of these services and the Army National Guard and Air National Guard.

The Town of Weymouth also extends reemployment rights under USERRA to persons who serve as Intermittent Disaster Response Appointees (IDRAs).

**Definitions:** **Uniformed Services** means the performance of duty on a voluntary or involuntary basis in a uniformed service. Service in the uniformed services includes active duty, active and inactive duty for training, National Guard duty, examination to determine the fitness perform duties, and funeral honors duty as authorized by law.

**Discrimination Prohibited:** The Town of Weymouth prohibits discrimination against a person in reemployment, retention in employment, promotion, or any benefit of employment to an individual on the basis of his or her membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services. This discrimination policy applies to both regular and temporary employees.

**Notice of Request for Leave:** Under USERRA, the individual is required to give advance notice of the leave, and reapply for reemployment within specified time frames. The advance notice may be written or verbal. No prior notice is required if it is precluded by military necessity or such notice is impossible or unreasonable.

**Notice of Return to Work:** The following notices to return to work are required with respect to the indicated period of service:

| <b>Time Required for Period of Service</b>   | <b>Return to Work Notice</b>   |
|--|--|
| Less than 31 days  | Report to work on the first full calendar day following the completion of the period of service, after a period allowing for safe transportation from the place of that service. |
| More than 30 days  | Report not later than 14 days after completing service.  |
| More than 180 days   | Report not later than 90 days after completing service.  |
| If an individual is hospitalized or convalescing from an injury caused by active duty. | Time limits may be extended for up to 2 years.   |



**Reemployment Rights:** Employees are eligible for reemployment at the conclusion of their military leave(s) unless:

- Separated from military service for "other than honorable" conditions, and/or "bad conduct."
- If the employer's circumstances make reemployment impossible or unreasonable.
- If a service-connected disability would impose an undue hardship on the employer.
- The employment from which the employee leaves to serve is temporary or non-recurrent and there is no reasonable expectation that such employment will continue.
- The employer's established policies are violated by failure to give reasonable notice.

**Discharge:** A person who is reemployed pursuant to USERRA cannot be discharged except "for cause" pursuant to the following schedule:

- Within 1 year, if the person's service was more than 180 days
- Within 180 days if the person's period of service was more than 30 days, but less than 181 days

**Seniority-based benefits:** Individuals who are reemployed are entitled to all seniority-based benefits for the time accrued, including their uniformed service time. In general, there must be a reasonable certainty that the benefit would have accrued if the employee had not gone into uniformed service, and the nature of the benefit must be a reward for length of service. Part time employees without benefits are not entitled to benefits accruals based upon military service upon reemployment.

**Nonseniority-based benefits:** During a period of service in the uniformed services, the employee is deemed to be on furlough or leave of absence. In this status, the employee is entitled to the nonseniority rights and benefits generally provided by the employer to other employees with similar seniority, status, and pay who are on furlough or leave of absence. An individual returning from uniformed service is entitled to all benefits not based on seniority in the same manner as any employee on a leave of absence would be able to accrue under other policies. These policies are either those in effect at the time the individual left on uniformed service or those that were implemented while the employee was away.

**Favorable treatment:** The most favorable treatment accorded any type of leave shall be accorded to the uniformed service leave. Where employees are required to pay a portion of the cost for nonseniority-based benefits, the individual on a uniformed service leave is also required to pay a portion.

**Waiver:** An employee may waive his or her rights of nonseniority-based benefits by providing a written notice of his/her intent not to return. If an employee does seek reemployment the Town shall provide the employee with the required seniority-based benefits.

**Use of Accrued Leave:** Employees are permitted to accrued vacation or personal leave with pay toward uniformed service time, but are not required to use paid leave toward a uniformed service leave.

**Compensation:** The Town will pay the difference between service pay and military pay in accordance with the Town's Military Leave of Absence Policy VI-I, issued 10/1/08.

**Continuation of Health Care and COBRA:** Please refer to the GIC for regulations regarding coverage and premium payments while on Military leave. Employees returning to work are entitled to full reinstatement of health coverage upon their return.

**Pension Rights:** Participation and benefits under retirement plans will be granted in accordance with federal law.

# **Workplace Violence Policy**

## **I. Purpose**

The Town of Weymouth maintains a zero tolerance policy toward workplace violence, or the threat of violence, by any of its employees, union, non-union, volunteers, consultants, elected and appointed officials. It is the intent of the Town and this department/division to provide a workplace which is free from intimidation, threats, or violent acts. Violent behavior from customers, the general public, and/or anyone who conducts business with the Town will not be tolerated.

## **II. Definitions**

Workplace violence includes, but is not limited to harassment, intimidation, threats, physical attacks, or property damage. Harassment is to irritate or torment persistently, with or without the intent to annoy.

Intimidation includes but is not limited to stalking or engaging in actions, either verbal or physical, which are intended to frighten or coerce.

A threat is the expression of an intent to cause physical or mental harm regardless of whether the person communicating the threat has the present ability to carry out the threat and regardless of whether the threat is contingent, conditional or future. Body language can be considered a threat.

Physical attack is intentional hostile physical contact with another person such as hitting, fighting, pushing, shoving, or throwing objects.

Property damage is intentional damage to property, which includes property owned by the Town, employees or others.

## **III. Prevention of Workplace Violence**

The Town subscribes to the concept of a safe work environment and supports the prevention of workplace violence. Prevention efforts include, but are not limited to informing employees of this policy, instructing employees regarding the dangers of workplace violence, communicating the sanctions imposed for violating this policy, and providing a reporting hierarchy within to report incidents of violence without fear of reprisal.

## **IV Procedure for Reporting Threats**

Each incident of violent behavior must be reported to the Human Resources or the Department Head. The incident will be assess and investigated to determine the appropriate action to be taken. The Department Head will inform the Human Resources Department of all reported incidents of workplace violence and inform the employee of their right to have the Police Department notified.

If an employee feels that he or she is in danger or if another member of the staff, they are encouraged to report the incident. Domestic violence often finds its way into the workplace and is one of the largest contributing factors of violence at work.

In critical incidents in which serious threat of injury occurs, emergency response, such as Police, Fire and/or Ambulance personnel must be promptly notified. As necessitated by the seriousness of the incident, the Human Resources Department is responsible for establishing the protocol in the event of a threat or violent incident that may include but is not limited to:

- Evaluating the potential violence problems.
- Assessing an employee's fitness for duty (through mental health professionals).
- Establishing a plan for the protection of co-workers and other potential targets.
- Coordinating with affected parties such as victims, families, employees, media, or law enforcement personnel.
- Assuring that immediate (within 24 hours) and on-going counsel is available to traumatized individuals.

Any employee who acts in good faith by reporting real or implied violent behavior will not be subjected to any form of retaliation or harassment. Any actions of this type resulting from a report of violence must be reported to the appropriate management staff for investigation and decision regarding proper action.

#### **Prohibited Actions**

It is a violation of this policy to engage in any act of workplace violence. Any employee who has been determined by the Human Resources Department, Department Head, or Police to be in violation will be subject to disciplinary action up to and including termination and, depending upon the violent act, may be subject to criminal sanctions.

#### **Employee Training**

The Human Resources Department will orient all new employees to Town of Weymouth policies and procedures regarding reporting incidents of violence, what to do if the employee is threatened and/or if an incident of violence actually takes place, and with the dealing with the after affects of an act of violence.

#### **Employee Assistance Program**

Should the employee become a victim of an incident of workplace violence, the Human Resources Department and/or the Department Head may offer additional referral services to assist in coping with any effect of the incident. Should an employee commit an act of violence and it is determined in the investigation that the employee did, in fact, commit the violent act, he/she may be referred to the Employee Assistance Program by either the Human Resources Department or the Department Head. In these cases, failure by the employee to keep an initial appointment with the EAP may result in disciplinary action.

## **II. Domicile Travel:**

1. Employees authorized to garage a Town vehicle overnight must ensure the vehicle is garaged at the address authorized and on file with their Department Head.

## **III. Safe Operation:**

1. Employees are required to use seat belts/shoulder harness at all times during operation and comply with all Commonwealth of Massachusetts traffic laws and requirements.
2. Each employee will periodically conduct a basic safety and operational review of the vehicle(s) they use for Town business (i.e. lights, turn signals, windshield wipers, brakes, gauges, horn, tire pressure, oil level, etc.) Vehicles determined to be unsafe to operate are to be reported to the appropriate Department Head and taken out of service until repaired.
3. Privately owned vehicles determined to be unsafe are not to be used for town business.
4. While driving, employees are not to use handheld cell phones (hands free cell phones are permitted), consume food, listen to music using headphones or earphones or enter information into a route guidance system or compose, send or read text messages/emails.
5. Unless deemed an operational necessity, employees may not leave a vehicle running when unattended for any period of time. Employees may not leave keys in the vehicle when unattended.
6. All employees will be physically and mentally fit for the safe operation of any vehicle on town business. Employees are not to drive when fatigued.
7. Employees are prohibited from operating a vehicle within 8 hours of consuming any alcohol.
8. Employees taking a prescription or over-the-counter medication, which may affect their ability to drive, will not drive on town business.
9. All employees will comply with any restrictions on their driver's license.
10. Employees are prohibited from using any tobacco product while driving a town owned vehicle.

## **IV. Traffic Violations/Accidents:**

1. Any employee who receives a traffic citation i.e.; speeding, parking or moving violation while operating a vehicle on town business, must report the incident to his/her supervisor.
2. The employee is personally liable for any fines/costs related to the citation. The town will not reimburse employees for the cost of a traffic citation.
3. Any employee involved in a motor vehicle accident while on duty must complete a written accident report and submit said report to his/her supervisor within 2 hours of the accident, unless the employee is physically unable to do so. Employees are required to report any citation for operating under the influence outside of normal working hours within 48 hours of said citation.

## **DRIVING**

## ***Policy***

**Purpose:** To ensure the safe operation of Town of Weymouth-owned vehicles, personally owned vehicles used for Town business, and vehicles rented/leased at the Town's expense.

**Policy:** It is the policy of the Town of Weymouth that its vehicles, and any other vehicles utilized to conduct Town of Weymouth business be used in a safe and effective manner.

**Scope:** This policy establishes a driving policy for employees authorized to operate Town of Weymouth vehicles, or personally owned vehicles used for Town business.

### **Definition(s):**

- **Vehicle:** Any Town of Weymouth owned, rented or leased motor vehicle, truck or van or personally owned motor vehicle used in the conduct of Town business.
- **Employees:** Town of Weymouth employees, consultants, volunteers, contract or seasonal employees who are authorized to operate Town of Weymouth vehicles or personally owned vehicles used for Town business.

### **I. General Requirements:**

1. All employees will operate vehicles used for town business in a safe manner and in compliance with Massachusetts motor vehicle laws at all times.
2. Employees operating vehicles must possess a valid driver's license, or commercial driver's license, (i.e., the right to operate a motor vehicle has not been suspended or revoked or otherwise invalidated in the Commonwealth of Massachusetts).
3. Employees must notify their supervisors if there is any change of status, suspensions or restrictions to their right to operate a vehicle.
4. Vehicles may only be used to conduct official Town business.
5. Employees may not drive vehicles owned by friends or co-workers for town business and may not carry any passengers not connected with the Town business for which the vehicle is being used.
6. Consultants, volunteers, contract employees or seasonal employees may not operate Town of Weymouth vehicles without expressed authorization from a department head and completion of a driving agreement form.
7. No pets are allowed in any vehicle, not intended for that use.
8. All vehicles are required to have the following documentation:
  - motor vehicle insurance and liability protection/identification card
  - current and valid safety inspection sticker and current and valid motor vehicle registration
9. The Town of Weymouth adheres to all Commercial Drivers License rules and regulations for traffic violations (under 49 CFR 383.51), out of service orders, railroad crossings, alcohol and drug violations, including testing, (under 49 CFR 383.72).