

## Summary of Revisions to SRPEDD Personnel Policies

In addition to minor grammatical and clarification changes, the following revisions are being proposed by the Personnel Committee:

- A preamble has been added as suggested by Daniel Perry, Esq.
- Section 7 – Annual Leave: Clarification in vacation time accounting for employees who leave mid year
- Section 8 – Bereavement Leave: Immediate family definition expanded to include step-child, foster child, step-parent and foster parent.
- Section 13 – Employee Benefits: Clarifications made to conform to GIC program and current practice of direct payroll deposit.
- Section 14 – Educational Benefit: Finance Committee replaces Personnel Committee as approving body.
- Section 18 – Hiring: Clarifies Commission role re: approval of positions and salary; allows immediate termination during probation period.
- Section 22 – Grievance Procedure: Ties grievances to violations of policies and procedures; makes Personnel Committee decisions final and eliminates Executive Committee from process.
- Section 23 – Special Personnel Actions: Eliminates the prohibition against putting a record of verbal reprimands in employee’s personnel file.
- Section 24 – Termination of Employment: Changes Commission approval of terminations to notification.
- Section 25 – Outside Activities: Requires written notification of outside work in excess of 20 hours/year; adds ethics statute compliance section.

The Personnel Committee also proposes at a future time to revise Section 20: Evaluations.

**PROPOSED REVISIONS**  
**SRPEDD PERSONNEL POLICIES**  
**Approved by the Personnel Committee 1/18/12**

This statement has been prepared by SRPEDD as a summary of pertinent policies and procedures applicable to employees, for their use and information. This statement is not intended to be a contractual agreement of any kind. All policies, procedures, terms and conditions of employment are subject to revision by the District Commission at any time, and this statement shall be updated from time to time to reflect such changes. If at any time these policies are determined to be in conflict with any applicable law or regulation, the law or regulation will govern and the District will revise its policies accordingly.

1. **OFFICE HOURS**

- a. The office will officially be open for business from 8:00 A.M. to 6:00 P.M. Monday through Thursday and from 9:00 A.M. to 4:00 P.M. on Friday. The employees are on flex-time, and the manner in which the office will be staffed is at the discretion of the Executive Director.
- b. The regular work week for full-time employees is 38 hours, exclusive of time taken daily for lunch.
- c. Punctuality in reporting to work and regular, steady attendance are required of all employees.
- d. The office may be closed by the Executive Director in the event of inclement weather or other emergency. State police travel advisories shall be considered in deciding whether to close the office.
- e. Notification of office closing or modification of work hours shall be put on the office voice mail system and it shall be the responsibility of the employees to call the office for these messages. Text message and e-mail notifications may also be sent.
- f. Any employee who does not work at a time when the office is officially open may be required to make up the work missed, at the discretion of the employee's supervisor.

2. **WEEKEND AND EVENING MEETINGS OR WORK**

- a. Employees may be required to attend meetings or perform work on weekends if the job so requires at the discretion of the Executive Director. However, it is the intent of the District to keep these activities at a minimum.
- b. Employees may be required to attend meetings or perform work in the evening after normal office hours at the discretion of the immediate supervisor.
- c. Attendance at designated evening meetings by supervisory personnel will be expected as part of the normal job requirements.

3. **OVERTIME**

- a. Exempt and Non-exempt

- i. An "exempt" employee is customarily "salaried" and works a flexible schedule, and his/her work is generally of a professional nature.
- ii. A "non-exempt" employee is customarily hourly paid and works a specific schedule. For more detailed definition see Mass. General Laws, Chapter 151, and applicable federal statutes.
  - (1) Payment may be made to an employee for additional time worked above required working hours under following conditions:
  - (2) A non-exempt (generally clerical) employee, only if authorized in advance by the supervisor to work additional time above the 38 hours per week, will be paid at the regular rate up through 40 hours and at the rate of 1½ times the regular rate for the additional time over 40 hours.
  - (3) A part-time exempt employee exceeding his authorized hours during a pay period, if required by the immediate supervisor, will be paid at his/her regular rate for the additional time up to the full-time 38-hour week if allowable by the grant or contract for which the time was used.
- iii. A full-time exempt employee may be paid at his/her regular rate for additional time if:
  - (1) The Executive Director, in consultation with the Chairman & Treasurer approves overtime payment for such contract, project or administrative work because of its high priority or in lieu of hiring additional personnel; in which case a dollar or time limit may be set on such payments;
  - (2) Specific work and hours for that employee are authorized in advance by the Executive Director; and
  - (3) Supplementary individual time sheets for such authorized work are submitted, through the immediate supervisor, to and approved by the Executive Director.

#### 4. PERSONAL TIME

- a. It is expected that a professional job will be done regardless of time requirements.
- b. Personal time off is not automatically granted for any work beyond an 8:00 A.M. to 6:00 P.M. four-day week (38 hours).
- c. Employees who have performed work significantly in excess of the requirements may, at the discretion of the supervisor, be allowed to take personal time off.

#### 5. HOLIDAYS

- a. The District observes the following as paid holidays:

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

- b. Holidays are taken on the day designated. However, if a holiday falls on a Friday, Saturday or Sunday, the preceding Thursday or following Monday will be considered as a paid holiday at the discretion of the Executive Director.
- c. An employee required by the supervisor to work a paid holiday shall be given time off within the same pay period at a time approved by the supervisor.

6. SICK LEAVE

- a. All permanent full-time employees shall earn sick leave at the rate of one day for every full month of service (permanent part-time shall be pro-rated). Computation begins at the start of employment and no more than 12 days may be accrued in any calendar year.
- b. Sick leave may be accrued from one year to the next up to a maximum of 72 days.
- c. Sick leave may be taken in increments of quarter hours.
- d. No compensation for accrued sick leave will be paid for any reason.
- e. If all accrued sick leave is used and additional leave is needed due to illness, vacation leave will be taken; after that, the Executive Director and Personnel Committee will make a determination as to what further leave, if any, can be granted (including paid and unpaid leave of absence).
- f. Sick leave may be used for sickness or injury of an employee, childbirth, or illness in the employee's immediate family requiring the care or attendance by the employee, and medical and dental visits. (See section 8.a. for definition of immediate family).
- g. Absences of four or more working days, consecutively or in one pay period, require a doctor's certificate which requirement may be waived by the Executive Director if satisfactory explanation is submitted or for purposes of childcare after childbirth or adoption.
- h. An employee who, in any quarter of the fiscal year (e.g. July 1-September 30) does not take any sick leave or emergency leave as defined in Section 8, shall be entitled to an additional 4.75 hours (one half day) of personal leave (or paid cash equivalent) in the subsequent quarter. (This sick leave/personal leave policy shall be pro-rated for employees working less than a 38 hour/week schedule.)

7. ANNUAL (VACATION) LEAVE  
(Amended April 28, 2010)

- a. Every permanent full-time employee will be entitled to vacation according to the following schedule (permanent part-time shall be pro-rated):

- i. Starting at the beginning of each fiscal year, all current employees shall be credited with a total of 76 hours of vacation time, available for their use during the year, but subject to adjustment in the event an employee leaves before the end of the year, as provided in e, below.
  - ii. For each year of continuous employment, employees shall be credited with an additional 9.5 hours of vacation per year, up to a total of 76 additional hours per year. (The maximum, therefore, that can be credited in any one fiscal year is a total of 152 hours of vacation, after nine or more years of continuous employment).
  - iii. New employees will be credited with vacation time in their first year only after the three month probation period. Thereafter, new employees shall be credited with vacation time equivalent to the percentage of the fiscal year remaining.
  - iv. Employees are allowed to carry over unused vacation time into the next fiscal year. The amount carried over cannot exceed one year's credited vacation time for that employee. If the employee's vacation time balance exceeds the amount allowed to be carried into the next fiscal year, up to one week of vacation time that would otherwise be lost may be paid to the employee at the end of the fiscal year.
- b. At the beginning of each fiscal year, each employee will be notified of how much vacation time they will be entitled to take during the fiscal year. This calculation will be based upon credited vacation time for the current fiscal year plus any vacation time carried over from the previous year.
  - c. Vacation time may be taken at any time during the fiscal year with proper supervisory approval; however, no more time may be taken in any given fiscal year than the amount calculated from 7.b. (above).
  - d. In the event that the employee leaves SRPEDD during the fiscal year, the employee shall be entitled to that percentage of the current year's vacation time equivalent to the percentage of the fiscal year that has elapsed at the time of the employee's termination of employment. *(For example, an employee who leaves as of December 31 shall be entitled to 50% of their credited vacation time for that year based upon 50% of the fiscal year having elapsed.)*
  - e. If an employee leaves during the fiscal year and has taken a higher percentage of their vacation time entitlement than the percentage of the fiscal year that has elapsed, the value of the excess vacation time taken shall be deducted from their final paycheck. *(For example, an employee who leaves as of December 31 shall be entitled to 50% of their credited vacation time for that year. If the employee has taken more than their 50% entitlement, they shall owe SRPEDD the difference.)*
  - f. Compensation for vacation time to which the employee is entitled but has not used will be paid to the employee in the event of termination of employment.

- g. Requests for vacation shall be submitted through the supervisor as much in advance as possible. The Executive Director may establish a reasonable advance notice period. The time when vacations may be taken shall be subject to approval by the Executive Director. It is the intent that all vacations be approved as requested, consistent with ensuring adequate office coverage and completion of important work program tasks on time.
- h. Vacation may be taken in increments of quarter hours.

## 8. BEREAVEMENT LEAVE

- a. In the event of a death in the immediate family or close relations of an employee, the employee will be allowed a maximum of three days of family emergency leave. Immediate family and close relations shall consist of spouse, child, grandchild, parent, grandparent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, step-child, foster child, step-parent, foster parent and cohabitant.
- b. In the event of such an occurrence with any other relative of the employee, one day of family emergency leave may be allowed at the discretion of the Executive Director.
- c. No bereavement leave will be paid for emergencies which occur during paid holidays, vacation leave, sick leave, etc.

## 9. FAMILY LEAVE

- a. In accordance with federal regulations, an employee is entitled to family leave for a period of up to twelve weeks for the purpose of pregnancy and child birth, adoption, or care of a member of the employee's immediate family as defined in Section 8.a.
- b. The employee shall not be paid during the family leave, but shall be entitled to the employee benefits outlined in Section 13 for a period of up to twelve weeks.
- c. For leaves in excess of 12 weeks, Section 12 (Leave without pay) of these policies shall apply.
- d. During the absence of an employee for the purpose stated in 9.a. his/her position shall remain unfilled for a period not to exceed six (6) months during which time the employee may return to work at the same position.
- e. If the employee has not returned to work at the expiration of the 6-month period, the position may be filled on a permanent basis in accordance with Section 18.0–Hiring.

### 9.1 EMERGENCY MEDICAL LEAVE

- a. In the event of an employee taking leave due to illness or injury, and the employee is receiving income from worker's compensation, disability insurance, and/or other employer-sponsored insurance, the employee shall be entitled to charge sick leave and/or vacation leave during the absence

up to that employee's limit of accrued leave time. The employee shall be entitled to charge only that amount of time per pay period necessary to make up the difference between the employee's normal level of pay from SRPEDD and the aggregate amount received from outside sources, and shall in no circumstances result in the employee receiving more pay in aggregate than before the insurance contribution. For the purpose of calculating net pay received from SRPEDD, calculations shall assume the standard federal and state withholding tax rates and the appropriate withholding rate for the Massachusetts Retirement System for the employee in question.

- b. During the period that the employee is absent from work and receiving pay from SRPEDD based on accumulated vacation and sick leave time, the employee shall remain eligible for employee benefits offered in accordance with section 13 of this policy. The employee shall still be responsible for the employee share of any benefit requiring a matching share.
- c. An employee taking leave due to illness or injury shall not earn sick leave or annual (vacation) leave during their absence.

#### 10. JURY SERVICE

- a. A permanent full-time employee who is subpoenaed as a witness in a court of law or is called to serve on a jury in a court of law may be granted paid leave for that period of time which he is actually required to be away from his work (permanent part-time shall be pro-rated).
- b. If the employee takes time off from work to perform jury duty and is paid by SRPEDD for that time, the employee shall turn over their payment from the court to SRPEDD.
- c. An affidavit by the employee stating the number of days served and the gross pay received, along with a copy of the jury summons or witness subpoena, will be required for the employee's personnel file.
- d. This time will be reported on the time sheet under Jury Service.

#### 11. MILITARY LEAVE

- a. A permanent full-time employee who, as a member of the U.S. Military Reserves or National Guard, is required to serve on active military duty or attend summer camp, shall be allowed military leave (permanent part-time shall be pro-rated). The employee shall be reimbursed the difference between the employee's military pay and normal salary for a period of not more than two weeks per year.
- b. Reimbursement will not be made to a member of the U.S. Military Reserves or National Guard mobilized by the President or Governor.
- c. This time shall be reported on the time sheet under Personal Leave and noted (Military).

- d. The Executive Director must be notified as soon as possible before leave is taken. A memo stating the time served and the pay received, along with the letter from the commanding officer, will be required for the employee's personnel file.
  - e. During the absence of an employee for the purpose stated in Section 11.a. his/her position shall not be filled by a permanent replacement employee.
12. LEAVE WITHOUT PAY (LEAVE OF ABSENCE)
- a. The Executive Director may grant to any employee a leave of absence without pay for a reasonable cause provided that not more than one work week is so granted in any calendar year.
  - b. For periods longer than one work week, requests for leave of absence without pay may be granted by the Personnel Committee upon written request by the employee, and as recommended by the Executive Director.
  - c. During periods of unpaid leave of absence exceeding one month, an employee shall not be eligible to earn sick leave or vacation and shall not be eligible to receive other benefits, as applicable, with the exception of a leave of absence taken in connection with family leave (Section 9) when health insurance coverage shall be paid for up to 12 weeks. The employee may continue to receive health insurance coverage after 12 weeks by paying the full cost.
13. EMPLOYEE BENEFITS - (Each employee will be furnished with the details of all fringe benefits which are summarized below.)
- a. The District is a participant in the Massachusetts Group Insurance Commission programs. All permanent employees who are members of the Massachusetts State Retirement System and who work at least 19 hours/week are eligible for GIC benefits after a waiting period of two months. Included in the GIC benefit package are the following:
    - i. Health insurance coverage from among plans offered by the GIC. The District will pay 80% of an eligible employee's cost for either the family or individual plan, as selected by the employee for those employees hired before June 30, 2003, and 75% of an eligible employee's cost for either the family or individual plan for those employees hired after June 30, 2003. Employees enrolled with a GIC health insurance plan will receive life insurance coverage from GIC in the amount of \$5,000.
    - ii. Dental insurance coverage offered by the GIC. The District will pay 85% of an eligible employee's cost for either the family or individual plan, as selected by the employee. Eligible employees are free to enroll in the GIC life insurance and disability insurance plans at their own cost.
    - iii. Eligible retirees from SRPEDD are also eligible for GIC benefits.
  - b. Permanent employees are required to become members of the Massachusetts Board of Retirement system (Employees must be part of the Massachusetts Retirement System to be eligible for GIC benefits).

Permanent employees are not subject to Social Security withholding but are subject to Medicare withholding.

Part time, temporary and/or seasonal employees who are not members of the Massachusetts Retirement System, shall contribute FICA taxes to be matched by an equal amount from SRPEDD.

- c. The District maintains a Workmen's Compensation policy which covers all employees for injury while on the job. The District pays 100% of the premium cost.
- d. If required by and in consultation with the District's insurance company, all employees whose customary duties involve the use of motor vehicles in the business of the District should carry business coverage on their automobiles. The District will reimburse employees the difference between the non-business coverage, if carried, upon submission of documentation from their personal insurance company. (If an employee has received an insurance reimbursement and terminates his employment prior to the term of his insurance, the excess reimbursement will be deducted from his final pay.)
- e. Employees' salary shall be paid through a direct deposit system into a financial institution designated by the employee for that purpose.
- f. Employees may elect to participate in the Massachusetts GIC plan for pre-tax medical and dependent care deductions.
- g. Employees of the District are eligible to participate in the designated Massachusetts deferred compensation plan for public employees and have deductions automatically made from their pay on a bi-weekly (every two weeks) basis if they so authorize.

#### 14. EDUCATIONAL/PROFESSIONAL BENEFIT

- a. Eligibility
  - i. The District has an educational/professional benefit program for employees. Each eligible employee may apply for total reimbursement of tuition fees, registration, laboratory fees and required texts up to \$2000 per employee per year, and subject to availability of budgeted funds. (*Amended 2/25/2009*)
  - ii. A prerequisite of six months' employment with the District will be required as a condition of the application for the benefit.
  - iii. Educational/professional benefits may include formal undergraduate and graduate courses, seminars, workshops, and conferences which, in the opinion of the Executive Director and the Finance Committee, are of relevance to the District and to the employee's professional development.

The benefits of the course must be sufficient to justify complete personal commitment, financial or otherwise, on the part of the employee. No employee shall be encouraged to take any course

because of a possible bonus from the District. Cash advances for tuition or other fees will be allowed only with a vote of the Finance Committee. The opportunity to benefit from this policy shall be considered as a privilege rather than a right inherent in District employment.

b. Application Procedure

- i. Any employee who wishes to apply for educational/professional benefits should submit his/her request in writing before registering for a course. However, a late application may be made with the approval of the Executive Director.
- ii. The request shall include a brief course description indicating dates of attendance and a detailed justification of course relevancy to applicant's professional development and to the benefit of the District. A signed standard agreement form, stating the applicant's commitment to remain in the employ of the District for the duration of the course and/or for a period of one year after completion of the course must be a part of the application.
- iii. The Finance Committee, with recommendation of the Executive Director shall review all benefit requests as to the relevancy of the course. If the course is found to be acceptable, the Finance Committee may approve the application, giving careful consideration to those applicants with special relationship to the goals of the District Affirmative Action Program (AAP). The Executive Director and Finance Committee shall also consider whether an employee is likely to be laid off before the one-year commitment can be met when approving the application.
- iv. Upon approval of the application by the Finance Committee, and certification of the availability of funds by the Finance Committee, the required funding shall be put into an educational benefit fund, unless paid in advance. Approval may be for payment in full or in part.

c. Other Provisions

- i. Provisions for work time waivers and/or time lost while attending a course may be arranged by the employee with the approval of the Executive Director.
- ii. Upon the successful completion of the course, the employee shall apply to the Finance Committee for full or partial reimbursement. Successful completion shall be defined as a grade of "B" or better, or its equivalent. Upon certification by the Finance Committee, that the employee has completed the course successfully and that funds are available, the Finance Committee shall certify payment. In the event that the employee is laid off for lack of funds prior to fulfilling his employment commitment, it shall be deemed that such commitment has been met. If an employee resigns prior to fulfilling the employment commitment, a prorated share of the reimbursement will be withheld from accrued wages.

15. MEETINGS, CONFERENCES, SEMINARS, AND WORKSHOPS
- a. An employee may attend a conference, seminar or workshop at the expense of the District if, in the opinion of the Executive Director, it is directly related to immediate need in the current or imminent work program for that employee.
  - b. If initiated by the employee, request must be submitted to the Supervisor and Executive Director. The Executive Director or a supervisor may also initiate the process. However, in either case, the request must be in writing and must state the time, cost and work program benefit.
  - c. Decision by the Executive Director will be based on the following criteria:
    - i. Value to the District of the knowledge or skills to be learned;
    - ii. Cost, including all expenses;
    - iii. Workload of the District and the employee for the time involved;
    - iv. Availability of funds;
    - v. Length of service of the employee.
  - d. Travel to work related meetings and conferences will be eligible for reimbursement in accordance with SRPEDD Travel Policies (Section 4: Financial Policies of the Finance Committee).
16. EMPLOYEE CATEGORIES
- a. A full-time employee is one whose regular schedule requires working at least 30 hours per week on the average. A permanent employee is one who does not have a fixed end date on his/her employment. Permanent full-time employees shall accrue all benefits.
  - b. A part-time employee is one whose regular schedule requires working less than 30 hours per week on the average. Permanent part-time employees may accrue holiday, vacation leave and sick leave benefits on a pro-rated basis in relation to the average daily hours worked. Part-time employees may be eligible for health, dental, and any other benefits on a pro-rata basis where applicable. (See Section 13 Employee Benefits.)
  - c. A temporary employee (whether part-time or full-time) is one normally retained for six months or less duration.
    - i. A temporary, full-time employee works at least 30 hours per week on the average and shall receive paid holidays, but shall not be eligible for vacation leave, sick leave or other benefits.
    - ii. A temporary, part-time employee works less than 30 hours per week on the average, is paid only for actual hours worked, and shall not be eligible for holidays, vacation leave, sick leave or other benefits.
    - iii. A temporary employee, upon completion of six months of employment, may be given the option of being considered a permanent employee and shall be eligible for benefits as stated in i. and ii. above if he/she is retained on a permanent basis.
    - iv. When a temporary employee becomes a permanent employee, the requirement of a 3-month probation period (Section 18) shall be

considered to have been met by the temporary employment period if longer than three months. Such employment as permanent employee shall be approved per Section 18.

- d. An on-call employee is one who has special skills needed by the agency but not on a regular basis. Such employee may be retained under the following conditions agreed to in writing:
  - i. Such employee is paid for work only as requested by the Executive Director and actually performed.
  - ii. Such employee shall not be eligible for holidays, vacation leave, sick leave or other benefits.
  - iii. Such employment is limited to an average of forty (40) hours per month over a 6-month period.
  - iv. Such employee shall be compensated on the basis of an hourly rate which may be negotiated by the Executive Director outside of the adopted salary schedule.
- e. A contract consultant is hired to work solely on a specific contract and is assigned to spend a considerable amount of his or her time at a work site other than the SRPEDD office. Such consultant may be retained under the following conditions agreed to in writing:
  - i. For budget purposes, the contract under which the consultant is assigned shall not be charged the customary overhead rate, but may be charged to direct costs attributable to the contract employee.
  - ii. The contract consultant shall not be eligible for SRPEDD financial participation in any fringe benefits.
  - iii. Contracts between such consultant and SRPEDD shall spell out terms and conditions of employment.

#### 17. EQUAL EMPLOYMENT OPPORTUNITY

- a. The District adheres to an Affirmative Action Program for equal employment opportunity. The adopted Affirmative Action Program is appended to the Personnel Policies and is made a part of them.
- b. The District provides equal employment opportunities to all applicants, without reference or regard to their race, age, color, religion, sex, national origin, sexual orientation or disabilities, through non-discriminatory hiring practices and affirmative steps taken to attract, hire, upgrade and retain members of minority groups and women.
- c. Special emphasis shall be made on hiring from the welfare and unemployment rolls.

#### 18. HIRING

- a. All employees are recruited, screened, and interviewed in compliance with the Affirmative Action Program.
- b. All employees, except for the Executive Director, are hired by the Executive Director, on behalf of the Commission in compliance with the

Affirmative Action Policy. The Executive Director shall inform the Commission of all such actions.

- i. In the case of the Executive Director, the Personnel Committee will recruit, screen, interview and recommend the hiring for approval by the Commission.
- ii. Temporary and on-call employees may be hired by the Executive Director subject to availability of budgeted funds and approval by the Commission.
- iii. Permanent employees are hired by the Executive Director, upon consultation with the Personnel Committee, and approval of the position and salary by the Commission.
- iv. To avoid the appearance of a possible conflict of interest, no Commissioner may be considered for employment unless he/she has officially ceased to be a member of the Commission for at least 30 days immediately preceding such consideration. Additionally, provisions of the Mass. General Laws, Chapter 268A, shall be considered.
- c. Each permanent employee shall receive written notice of his employment, such notice to include position, the salary to be received, starting date, period of retention if applicable, job description, and any other specific conditions relating to the employment of the individual; and the employee shall sign the agreement as acceptance of the terms.
- d. All newly hired employees shall be informed that their continued employment is conditional upon the continued availability of funds and upon Commission approval.
- e. All newly hired employees shall be considered to be on probation for the first three months and may resign or be terminated by the Executive Director at any time during this period.

## 19. SALARIES

- a. The Commission shall determine and establish the compensation and other terms, conditions, and benefits of employment for all employees of the District.
  - i. Job positions and a salary schedule setting the levels and ranges for all positions shall be approved by the Commission upon initiation by the Executive Director and review and comment by the Personnel Committee who may make recommendations to the Commission on the proposed action.
  - ii. Salaries in the schedule shall be established that:
    - (1) bear a reasonable relationship to the job requirements in the region and the state;
    - (2) are competitive to attract and retain qualified employees;
    - (3) are acceptable to federal and state agencies as necessary;
    - (4) are reflective of the changes in the cost-of-living.
- b. Salary adjustments may be made as a part of an overall change in the salary schedule or across-the-board cost-of-living increase, or else on an

individual basis as merit increases. In all cases, availability of funds shall be certified by the Finance Committee unless such increases have been provided for in the previously approved budget.

- i. Across-the-board increases, including revisions of the salary schedule and cost-of-living raises, shall be approved by the Commission upon initiation by the Executive Director and review and comment by the Personnel Committee which may make recommendations to the Commission on the proposed action.
- ii. Individual merit increases may be granted by the Executive Director based on the criteria listed below following a discussion and with due weight given to Personnel Committee recommendations, within the range for that employee's position level and otherwise within the terms and conditions of SRPEDD employment established by the Commission for all employees, provided that Personnel Committee concurrence shall be required for any increase in excess of 5% (exclusive of an across-the-board increase awarded by the Commission).
  - (1) time in grade, if performing meritoriously;
  - (2) performance evaluation;
  - (3) improvement in qualifications or skills;
  - (4) cost-of-living and market conditions.

c. Promotions or demotions may be granted, if and when so warranted, by the Executive Director following a discussion and with due weight given to Personnel Committee recommendations; provided that prior Personnel Committee approval and subsequent Commission approval shall be required when such action results in a change in position level according to the salary schedule; and provided that the employee has the right to appeal such decision in accordance with Section 22.

d. Salary adjustments for the Executive Director will be recommended by the Personnel Committee, funds certified available by the Finance Committee, and acted upon by the Commission.

e. Transfers not involving a salary/wage adjustment may be made by the Executive Director as needed, provided that the employee has the right to appeal such decision in accordance with Section 22.

## 20. EVALUATIONS

- a. Performance evaluations of all employees shall be conducted at least annually for the purpose of evaluating and improving performance, eliminating obstacles to better performance, and as a basis for the Executive Director's determination for salary increases, promotions, transfers, etc.
- b. Quarterly, but in no case less frequently than semi-annually, the Executive Director shall meet with the Personnel Committee to brief them on the performance, problems, and prospects of the staff under his direction.

- c. Evaluations and the employee's comments shall be made a part of each employee's personnel file.
- d. Performance evaluations of the Executive Director shall be conducted by the Personnel Committee in accordance with procedures and criteria adopted by them.

21. JOB DESCRIPTION

- a. A job description outlining the duties and responsibilities of the job shall be maintained for each position. Should significant additional or different duties be assigned on a permanent long-term (over three months) basis, a revised job description should reflect this change. These descriptions are intended to cover the major areas of responsibility, but assignments need not be limited to the areas described therein.
- b. A job description will be given to each employee upon hiring.

22. GRIEVANCE PROCEDURE

The District's grievance procedure is available to an employee who believes that his or her superior or other supervisory employee has violated an established policy or procedure of the District. The grievance procedure does not apply to employee evaluations or disciplinary actions.

Should any employee feel aggrieved by an action or inaction of his superior(s) that is subject to the grievance procedure, and should the employee desire to complain regarding this grievance, the following procedures shall be followed:

- a. The employee shall attempt to solve the matter with his immediate supervisor who may bring the matter to a higher authority or directly to the Executive Director. This is intended as an informal, personal process, and no records will be kept in the employee's personnel file.
- b. Should the personal approach prove unsatisfactory to the employee, a letter stating the complaint and justifying it shall be submitted to the immediate supervisor who shall comment upon it in writing and forward it to the Executive Director (with copies to the Personnel Committee) for resolution which shall include a personal conference.
- c. If the complaint is not resolved after following Sections 22.a. and 22.b. above, the Executive Director shall promptly forward all correspondence on the matter, along with his own written comments, to the Personnel Committee for resolution in an expeditious manner. The employee may at this time request a formal hearing before the Personnel Committee through the Executive Director.
- d. The decision of the Personnel Committee shall be final. The Personnel Committee may, in its discretion seek guidance from the Commission on matters of policy before finally acting on a grievance.
- e. Reasonable variations in this procedure may be made depending upon the urgency of the situation, but in no case shall any employee, other than the Executive Director, have any direct or indirect recourse to any member of

the Commission or its committees without prior written request to the Executive Director.

- f. All correspondence, official minutes and reports on final disposition of the matter shall be made available to the employee, and it may be made a part of the employee's personnel file, if so decided by the Personnel Committee or requested by the employee.

## 23. SPECIAL PERSONNEL ACTIONS

- a. It is expected of all employees that they will be loyal to their employer and will perform their work conscientiously and to the best of their ability. Therefore, recognition may be given for exemplary work which shows exceptional effort, efficiency, dedication, and initiative in the form of a verbal commendation by the employee's supervisor or the Executive Director, written commendation by the Executive Director or written commendation by the Chairman on behalf of the Commission.

Except for the verbal commendation, recognition of outstanding performance will be made a part of the employee's personal record and considered during the performance evaluation.

- b. Action may be taken against any employee who willfully acts in a manner to bring harm or discredit to the District, violates SRPEDD policies or regulations, disobeys legitimate orders or directives of SRPEDD's supervisory personnel acting within their jurisdiction, abuses his/her position, acts dishonestly, illegally, unethically, or contrary to the established norms of conduct and procedures for a public agency employee.
- c. Depending on the seriousness of the offense or infraction, whether it is an isolated or a repeated occurrence, and other relevant circumstances, disciplinary actions may include verbal reprimand by the supervisor or the Executive Director, written reprimand or suspension with pay by the Executive Director, or, with approval by the Officers and ratification by the Commission, demotion or cut in pay, suspension without pay or termination.
- d. Disciplinary action may be made a part of the employee's personal record, provided that the employee shall have the right and the opportunity to know what memoranda or notations were being added to his record and to file a memo of explanation or disagreement as part of the record, whether or not the employee chooses to also file a grievance. No such document shall be placed in the employee's personal record until 30 days have elapsed, unless action has been taken on the matter. After a period of two years from the date that the written reprimand has been placed in the employee's personal record, the reprimand shall be sealed in an envelope that is clearly marked "To remain sealed except in the case of administrative or legal action regarding the employee." Such actions may include those taken in accordance with Section 22, 23 and 24 of these

Personnel Policies, or legal and administrative actions involving the District and the employee.

- e. When conditions warrant, the Executive Director and in his absence the Deputy Director may suspend an employee with pay for up to three days. With the written approval of the Commission Chairman or in his absence the Vice-Chairman, such suspension may be extended with or without pay to a total of two (2) weeks.
- f. Personal information about a SRPEDD employee shall be kept confidential.

## 24. TERMINATION OF EMPLOYMENT

- a. In the event of a voluntary separation (resignation or retirement), employees are expected to give prior notice as follows: Executive Director, 3 months; Deputy Director, 2 months; Exempt Employees, 1 month; Non-exempt Employees, 2 weeks.
- b. In cases of involuntary separation (termination), the employee will be given at least the same notice as expected of employees who resign, including the employees laid off due to lack of funds.
- c. When an employee resigns or is terminated, and it is the opinion of the Officers and the Executive Director that continued presence of such employee at work is not in the best interest of the District, the employee may be asked to leave immediately or before the end of the notice period and given severance pay to the end of the notice period. Severance pay shall be paid in addition to the accumulated vacation pay due.

In the event of a resignation or termination of the Executive Director, the Executive Committee or Commission may require the Executive Director to leave before the end of the specified notice period and may authorize the payment of severance pay.

- d. The Executive Director may terminate the employment of employees for any cause requiring such action, including, but not limited to, lack of funds, lack of work for which the employee is qualified, or deficient work performance. Terminations shall be reported to the Executive Committee/Commission for subsequent ratification.
- e. The effective date of separation from the District shall be the resignation or termination date at the end of the notice period, except that in cases when an employee is asked to leave before the end of the notice period, employment shall be considered to be terminated when the employee actually leaves work. In all instances, insurance, retirement, and any other employee coverage may be continued for a transitional period not to exceed thirty (30) days after the separation date upon request and payment of the employee's share thereof, with the approval of the Executive Director and the Finance Committee, and in accordance with the provisions of the applicable policies and regulations.

- f. The District will endeavor to give longer notice in cases of anticipated layoffs and shall give preference to qualified employees threatened with a layoff for any vacancies that may occur in other departments of SRPEDD.
  - g. While seniority will be considered, if some employees have to be laid off, performance, qualifications for the job, and qualifications for other areas of SRPEDD activity and provisions of the Affirmative Action Program will take precedence over seniority in determining which employees shall be laid off first and which shall be retained or transferred to any other possible vacant position at SRPEDD.
25. **OUTSIDE ACTIVITIES**
- a. **Political Activity** - Employees are prohibited from actively campaigning for local or regional candidates or issues in a manner which could appear to put the District in a partisan position.
  - b. **Community Activities** - Employees are encouraged to participate in church, school and community activities as it is felt that their background in regional planning gives them a special understanding of many community problems.
  - c. Employees are prohibited from being appointed as delegates to the Commission.
  - d. **Outside Employment** - No employee shall engage in any other employment, in any private business, or in the conduct of a profession during hours for which he/she is employed to work for the District, or outside such hours in a manner or to an extent which adversely affects his/her service to the District or is in competition with the District's work. Employees are obligated to inform their supervisor in writing of their outside activity if it exceeds twenty hours/year. If an employee proposes to engage in outside activities, and a question arises whether it would be in conflict with the preceding section, the matter shall be resolved by the Executive Director with the approval of the Personnel Committee.
  - e. **Compliance with Massachusetts ethics statute** – All SRPEDD employees have an obligation to conduct business within guidelines that prohibit actual or potential conflict of interest. SRPEDD's conflict of interest policy is mandated by the Massachusetts State Ethics Commission, which provides guidelines for political activity as Conflict of Interest Law and Massachusetts Financial Disclosure Law. SRPEDD policy and State law mandate that every public employee must read the State Ethics Policy and Conflict of Interest Law and complete the online certification. Signed and completed documents are returned to SRPEDD's Ethics Officer. (*G.L. c. 268A, The Conflict of Interest Law as Amended by chapter 194, Acts of 2011*).
26. **DRUG FREE WORK PLACE**
- a. It is the policy of SRPEDD to maintain a drug-free work place. The unlawful manufacturing, distributing, dispensing, possessing or using a controlled substance at SRPEDD is prohibited, and violations will be

treated in accordance with Sections 23 and 24 of the SRPEDD personnel policies.

- b. All employees are expected to abide by this policy and must notify SRPEDD of any conviction for a violation occurring in the work place within five days of such a conviction.

27. NON SMOKING OFFICE

Smoking of cigarettes, pipes and cigars is prohibited in the offices and common areas of the SRPEDD office at 88 Broadway.

28. PERSONAL PROPERTY

Personal property being used in the performance of work will be covered for loss by the District only when the property is so used at the convenience of the District as determined by the Executive Director in writing. Coverage in excess of \$1,000 (exclusive of insurance settlement) shall be by vote of the Finance Committee; below that level may be settled by the Executive Director.

29. POLICY ON TELECOMMUTING (Adopted 12/03/2008)

SRPEDD recognizes that there may be instances where it is advantageous for employees to work at home or outside the office for limited and pre-defined periods of time. For the purpose of this policy, work at home or outside the office is defined as telecommuting. Under any arrangement for telecommuting, the employee is responsible for maintaining personal availability and appropriate levels of production and quality of work. Telecommuting is considered a privilege of employment and the employee agrees to abide by all rules and conditions established herein. The following conditions apply to any employee wishing to engage in telecommuting:

- a. Approval of a plan in advance by the employee's supervisor is required. The employee shall submit in writing a description of the work that will be performed off site, including a schedule of the employee's time on the job.
- b. The employee must have the following conditions present at his/her offsite location (responsibility of the employee):
  - i. Access to a computer (personal or SRPEDD laptop if issued)
  - ii. High speed internet access and an e-mail account
  - iii. Availability by telephone.
- c. Any SRPEDD equipment used in telecommuting is for use by the employee only and should be kept in the employee's possession.
- d. During each day the employee is engaged in telecommuting, the employee is expected to call his or her supervisor and the office manager to inform them of the employee's availability by phone and e-mail throughout the period of telecommuting.
- e. The employee is required to report to his/her supervisor on work done while telecommuting. The employee is required to provide a written report on work done while telecommuting. If required, the burden of proof is on the employee to justify his or her use of time/work completed while out of the office.

- f. The arrangement for telecommuting may be revoked by the supervisor at any time.

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