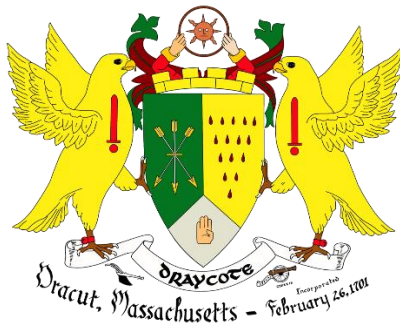


# TOWN OF DRACUT

## EMPLOYEE HANDBOOK



Town of *Dracut*  
MASSACHUSETTS

**EFFECTIVE DATE:**  
**MARCH 1, 2023**

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## **SECTION I - GENERAL**

### **1.1 SCOPE (Chapter 11 Personnel Bylaw)**

The Personnel Bylaw shall pertain to all regular non-union Town jobs, and employees except:

1. The Town Manager
2. Employees covered by Union contracts
3. Town Counsel
4. School Employees
5. Police Chief

### **1.2 EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

The Town of Dracut is an equal employment opportunity employer. The Town employs, retains, promotes, terminates, and otherwise treats all employees and job applicants on the basis of merit, qualifications, and competence. This policy shall be applied without regard to any individual's sex, race, color, religion, national origin, age (as defined by law), sexual orientation (as defined by M.G.L. Ch. 151b to exclude from protection those individuals whose sexual orientation involves minor children as the sex object), genetic information or disability.

### **1.3 PERSONNEL RECORDS (Chapter 11 Personnel Bylaw)**

A central Personnel file for all employees subject to this By-Law shall be established in the office of the Human Resources Department. Said files shall contain records of salaries or wages and of vacation leave, sick leave, personal days, and such other information as may be requested by the Human Resources Department for its efficient operation. All Personnel records shall be considered confidential and shall be accessible only to persons with a "NEED TO KNOW" who have been authorized by the Town Manager or by the employee and his authorized representatives. Personnel records shall be available only during normal office hours.

### **1.4 WORK WEEK (Chapter 11 Personnel Bylaw)**

The work week shall be defined as thirty-five (35) regularly scheduled hours in one week. The work week shall be Monday through Friday unless otherwise specified. For payroll purposes, the pay week shall commence Sunday at Twelve (12) midnight and shall continue through Saturday at twelve (12) midnight.

In the event of a closure of a Town Building (i.e., Town Hall, Library, DPW & COA), if an employee has a prescheduled time off request (vacation, sick or personal), the employee will be required to use that time.

### **1.5 VACANCIES (Chapter 11 Personnel Bylaw )**

Whenever there is a vacancy in a position, the Department Head shall notify the Personnel Officer of the same, in writing, who shall so notify the Town Manager.

#### **Promotion and/or Transfers**

An employee receiving a promotion or transfer to a vacant or a new position, for which he/she is qualified, shall upon assignment resulting from such, receive the compensation rate for the new position, except that in no case shall said compensation be less than his/her prior compensation. Employees receiving temporary/acting promotion

or transfers may be entitled to additional compensation. However, such additional compensation shall not carry back to the employee's original position at the end of the temporary service.

#### Filling of Authorized Positions

The Department Head shall receive prior approval from the Town Manager and shall notify the Human Resources Department, in writing, of any new employees, whether permanent full time, part time, seasonal or temporary, and of any changes in position, classification or compensation of employees under their jurisdiction, and he/she shall provide such job description and compensation recommendation which he/she deems appropriate. All changes must be approved in advance by the Town Manager.

## **1.6 CORI POLICY**

#### Purpose

This policy is applicable to the criminal history screening of prospective and current employees, subcontractors, vendors, volunteers and interns, professional licensing applicants, rental or leased housing applicants, and state, county, and municipal employees and applicants as those terms are defined in M.G.L. c. 268, § 1. Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment, volunteer work, licensing purposes, or the rental or leasing of housing, the following practices and procedures will be followed.

#### Conducting CORI Screening

CORI checks will only be conducted as authorized by the DCJIS and MGL c. 6, §. 172, and only after a CORI Acknowledgement Form has been completed. If a requestor is screening for the rental or leasing of housing, a CORI Acknowledgement Form shall be completed for each and every subsequent CORI check. A CORI acknowledgement form shall be completed on an annual basis for checks submitted for any other purpose, provided, however, that the requestor has adopted the language from the DCJIS CORI Acknowledgment Form that notifies individuals that their CORI may be requested at any time within the one year that the acknowledgment form is valid. If the requestor has not adopted the DCJIS CORI acknowledgment form language, then it must ensure that an acknowledgement form is completed for each and every subsequent CORI check.

#### Access to CORI

All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a “need to know”. This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. Town of Dracut must maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

#### CORI Training

An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI at Town of Dracut will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS. Additionally, if the Town of Dracut is an agency required by MGL c. 6, s. 171A, to maintain a CORI Policy, all personnel authorized to conduct criminal history background checks and/or to review CORI information will review, and will be thoroughly familiar with, the CORI Policy.

#### Use of CORI in Background Screening

CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent

with this policy and any applicable law or regulations.

#### Verifying a Subject's Identity

If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant. If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

#### Questioning a Subject About Their Criminal History

In connection with any decision regarding employment, volunteer opportunities, housing, or professional licensing, the subject shall be provided with a copy of the criminal history record.

#### Determining Suitability

If a determination is made, based on the information as provided in "Verifying a Subject's Identity" section of this policy, that the criminal record belongs to the subject (accurate identity match), and the subject does not dispute the record's accuracy, then the determination of suitability for the position or license will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but are not limited to, the following: (a) Relevance of the record to the position sought; (b) The nature of the work to be performed; (c) Time since the conviction; (d) Age of the candidate at the time of the offense; (e) Seriousness and specific circumstances of the offense; (f) The number of offenses; (g) Whether the applicant has pending charges; (h) Any relevant evidence of rehabilitation or lack thereof; and (i) Any other relevant information, including information submitted by the candidate or requested by the organization. The applicant is to be notified of the decision and the basis for it in a timely manner.

#### Adverse Decisions Based on CORI

If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be notified in accordance with DCJIS regulations. The subject shall be provided with a copy of the organization's CORI policy and a copy of the criminal history (unless a copy was provided previously). The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided a copy of DCJIS' Information Concerning the Process for Correcting a Criminal Record.

#### Secondary Dissemination Logs

All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record any dissemination of CORI outside this organization, including dissemination at the request of the subject.

### **1.7 PERFORMANCE EVALUATION (Chapter 11 Personnel Bylaw)**

Performance evaluations of all employees will be on an annual basis. All Department Heads will be evaluated by the Town Manager or Assistant Town Manager. All other employees will be evaluated by their Department Heads. All evaluation reports will be placed in the individual employee's personnel file.

## SECTION 2 - BENEFITS AND LEAVE ADMINISTRATION

### 2.1 ELIGIBILITY (Chapter 11 Personnel Bylaw)

#### Part-Time Employees

All permanent part-time employees of the Town who work an average of twenty (20) hours or more per week (or 1,000 hours per year) on a regular basis, shall be entitled to all benefits on a pro-rata basis.

### 2.2 HOLIDAYS

For all employees covered by Personnel Bylaw, the following days shall be observed as holidays, and the employees shall receive one day's pay at regular straight time pay, for all holidays listed below which fall on a regularly scheduled workday. Holidays falling on Sunday shall be observed on the following Monday and holidays falling on Saturday shall be observed on the previous Friday.

January 1 (New Year's Day)	Juneteenth	Thanksgiving Day
Martin Luther King Day	July 4 <sup>th</sup>	Day after Thanksgiving
President's Day	Labor Day	1/2 day before Christmas
Patriot's Day	Columbus Day	December 25th (Christmas)
Memorial Day	Veteran's Day	

Please Note: If New Year's Day, Juneteenth, July 4, Veteran's Day, or Christmas are observed on a Friday, no additional time will be given due to those employees who work the half day Friday, as per the Town's working hours.

Employees covered by these Policies shall be entitled to Monday off if Christmas falls on Tuesday and shall be entitled to Friday off if Christmas falls on a Thursday.

For ½ Day before Christmas:

- This will be observed when Christmas falls on Tuesday, Wednesday, Thursday, or Friday.
- If Christmas falls on a Saturday, then the ½ day will be observed on a Thursday.
- If Christmas falls on a Sunday or Monday, then no ½ day will be observed for the day before Christmas.

When a holiday falls during an employee's vacation, such employee will not be charged for a vacation day for that holiday.

### **2.3 VACATION (Chapter 11 Personnel Bylaw)**

Vacation Leave shall be granted on July 1 to all full-time employees of the Town (based on full-time service) as follows:

- A. Employees who have been continuously employed for more than six (6) months, but less than twelve (12) months shall be granted five (5) working days' vacation with pay.
- B. Employees who have been continuously employed for more than one (1) year, but less than five years shall be granted ten (10) working days' vacation with pay.
- C. Employees who have been employed for more than five (5) years, but less than ten (10) years shall be granted fifteen (15) working days' vacation with pay.
- D. Employees who have been employed for more than ten years but less than fifteen (15) years shall be granted twenty (20) working days' vacation with pay.
- E. Employees who have been employed for more than fifteen (15) years, but less than twenty (20) years shall be granted twenty-five (25) working days' vacation with pay.
- F. Employees who have been employed for twenty (20) years or more shall be granted thirty (30) working days' vacation with pay.
- G. Vacation requests shall be granted by the Department Head at such times as in his/her opinion, will cause the least interference with the performance of the regular work of the department.
- H. All vacation requests by employees of more than ten (10) consecutive working days must be submitted to the Department Head for approval who shall forward his/her recommendation to the Town Manager, who shall have final approval, at least two (2) weeks in advance of the time to be taken, unless other arrangements have been made with the Department Head.
- I. Vacation leave may be accumulated only up to a maximum of 10 days, each fiscal year. Exceptions may be granted by the Town Manager.
- J. Upon retirement, or separation of an employee, that portion of unused accrued vacation leave will be paid to the employee or the beneficiary (or estate) as the circumstances dictate. Payment for such benefit shall be contingent upon budgetary considerations as determined by the Town Manager. Payment, if budgetary conditions are not favorable, shall be made in the first month of the fiscal year following the fiscal year in which the condition has occurred.

### **2.4 SICK LEAVE (Chapter 11 Personnel Bylaw)**

Sick Leave shall be granted on July 1 to all full-time employees of the Town (based on full-time service) with pay for a period of fifteen (15) days per fiscal year, provided said sick leave is caused by medical appointment, illness, injury or contagious disease.

#### **Sick Leave**



Employees who work one (1) full year shall be granted fifteen (15) days at the start of the fiscal year. Employees who have less than one (1) year of employment shall be granted one and one-fourth (1 1/4) days per month. Accumulation shall be unlimited.

#### Medical Certificate

Every employee occupying a full-time position must obtain a medical certificate, if requested by the Department Head, for sick leave in excess of three (3) consecutive working days. Medical certificates must be submitted to the Human Resources Department within one (1) week of the day it is requested of the employee, or the employee returns to work, whichever is later. Failure to do so may cause disapproval of sick leave and denial of pay for the absences involved.

#### Report of Illness

An employee who is incapacitated shall report his/her illness at the beginning of the scheduled tour of duty to the Department Head unless emergency conditions exist. The employee should advise the Department Head of the approximate date that he/she will be able to return to duty. The Department Head shall inform the Town Manager of the same expeditiously.

#### Use of Sick Leave

Sick Leave shall be used only for the necessary absence of an employee the result of his/her own sickness or injury, provided, however, should an emergency arise and a member of the employee's family, as hereinafter defined, becomes injured or ill, an employee may be excused from work, not to exceed three (3) days in any one fiscal year, said absence to be charged against accumulated sick leave, for the purpose of rendering emergency assistance. The Town Manager may require a doctor's certificate substantiating that such illness existed. Said authorized leave shall be charged against the employee's sick leave. Sick Leave may also be used for maternity leave.

### **2.5 PERSONAL LEAVE (Chapter 11 Personnel Bylaw)**

Upon completion of one (1) year of employment with the Town employees shall be granted three (3) days personal leave at the start of the fiscal year on July 1, non-cumulative, for the purpose of conducting personal business which cannot be conducted outside of working hours. Employees covered by this By-Law will not be questioned by any superior as to the nature of the use of personal days. Notification of the Department Head will be the same as for sick leave.

### **2.6 BEREAVEMENT LEAVE (Chapter 11 Personnel Bylaw)**

Employees shall be granted three (3) working days with no loss of pay or benefits upon the death of the following: Husband, wife, children, grandchildren, mother, father, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, sister, brother, step-children, step-parents or any person residing with the employee. Employees will be granted (1) working day with no loss of pay or benefits upon the death of any niece, nephew, aunt, uncle, cousin, godchild, or foster child.

## **2.7 HEALTH INSURANCE**

Employees who regularly work 20 or more hours per week are eligible to enroll in the Town's group health insurance plan and shall receive such benefits as are provided under the plan, which may change from time to time.

The Town shall provide Health Insurance Coverage as outlined in the Memorandum of Agreement between the Town of Dracut and the Dracut Public Employee Committee. (Exhibit 1)

## **2.8 DENTAL INSURANCE**

Employees who regularly work 20 or more hours per week are eligible to enroll in the Town's group dental insurance plan and shall receive such benefits as are provided under the plan, which may change from time to time.

The Town shall provide Dental Insurance Coverage as outlined in the Memorandum of Agreement between the Town of Dracut and the Dracut Public Employee Committee. (Exhibit 1)

## **2.9 LIFE INSURANCE**

Employees who are benefit eligible, are entitled to enroll in the Town's Group Term Life insurance policy. Upon retirement, the amount of coverage shall be reduced by half. Additional coverage is also available at the Employee's expense.

## **2.10 EMPLOYEE ASSISTANCE PROGRAM**

The Employee Assistance Program is a CONFIDENTIAL counseling and referral service providing professional help for Work/Life problems, large and small. All employees and members of their household are entitled to call for services 24 hours a day. Caring staff consists of licensed professional counselors with a wide range of experience. Call their national, toll-free number: 800-451-1834. More detailed information is also available online: MIIA Employee Assistance Program: <http://www.allonehealth.com/MIIAEAP>.

## **2.11 WORKERS COMPENSATION**

The Town shall comply with the state's workers compensation statute, G.L. c. 152. Employees receiving indemnity benefits under the Workers Compensation statute may elect to supplement such benefits up to an amount equal to the difference between his/her average weekly wage and workers compensation benefits by using any accrued unused sick, vacation, or personal leave. Any paid leave usage under this provision will be deducted from the employee's accrued time. If the employee exhausts paid leave while on Workers Compensation, the only payment will be Workers Compensation. While an employee is on workers compensation, they will be responsible for paying their portion of employee's benefits (i.e., health, dental and life insurance).

### **ACCIDENT OR INJURY REPORT:**

Should an employee be injured during working hours or otherwise in the performance of his/her official duties be injured, no matter how slight, he or she, as soon as possible thereafter, complete a "Personal Injury Report" in triplicate. This report shall be submitted to the Town Manager, the Department Head, and the Personnel Officer. Failure to complete this report on a timely basis may be cause for disciplinary action and/or preclude the employee's rights to injury benefits.

## **2.12 RETIREMENT (Chapter 11 Personnel Bylaw)**

Upon retirement, death, or separation of an employee, said employee, or his/her beneficiary shall be paid for one-hundred percent (100%) of the employee's accumulated unused sick leave. Buy-back shall be paid in the fiscal year of the death, retirement, or separation of the employee, provided that the employee (except in the case of death or involuntary separation) had notified the Town Manager of his/her intent in the prior fiscal year, so that budgetary arrangements could be made. Said notification shall be no later than January 15 of each year. Employees who fail to notify the Town Manager shall be entitled to their buy-back in the first month of the following fiscal year. This By-Law section covers Town employees hired prior to July 1, 2004.

For employees hired or coming under the terms of this By-Law after July 1, 2004 (this would be employees who were previously under a collective bargaining agreement), said employee or his/her beneficiary shall upon retirement or death be able to convert into cash up to 120 days of accumulated unused sick leave. Buy-back shall be paid the fiscal year of the death or retirement of the employee, provided that the employee (except in the case of death) had notified the Town Manager of his/her intent in the prior fiscal year so that budgetary arrangements could be made. Said notification shall be no later than January 15 of each year. Employees who fail to notify the Town Manager shall be entitled to their buy-back in the first month of the following fiscal year.

## **2.13 POST EMPLOYMENT HEALTH INSURANCE ELIGIBILITY**

Eligibility: In order to qualify for coverage as a retiree, except as specifically provided in M.G.L. Chapter 32B, section 9, an individual must have directly retired from benefit-eligible service from the Town of Dracut and be receiving a retirement allowance in accordance with M.G.L. Chapter 32; that is, the retiree must currently be receiving a pension from the Middlesex County Retirement System or from the Massachusetts Teachers Retirement Board for service to the Town of Dracut immediately preceding retirement.

Dependent Coverage: Upon retirement, eligible employees (as outlined in Section 1 above) may continue and/or add coverage as a retiree to the extent allowed by the various insurance providers.

Medicare Eligible Retirees: Retirees (and dependent spouses) who are eligible either at the time of retirement or upon turning 65 as a result of their own or their spouse's qualifying employment shall enroll in Medicare Parts A and B immediately upon becoming eligible and shall convert their non-Medicare health insurance coverage to an appropriate town-offered Medicare supplement plan at that time. The Town will not provide non-Medicare health coverage to a Medicare eligible retiree or dependent. If a retiree or eligible dependent elects to purchase a Medicare supplement plan from any source other than a town-offered Medicare supplement plan the retiree or eligible dependent shall not be entitled to reimbursement from the Town for any portion of the premium cost of such plan.

Post-Employment Health Insurance Eligibility is outlined in the Memorandum of Agreement between the Town of Dracut and the Dracut Public Employee Committee. (Exhibit 1)

## **2.14 OTHER EMPLOYEE BENEFITS**

The Town offers additional benefits such as EyeMed, Cafeteria Plan Flexible Spending, and Deferred Compensation. For more information, please go to [www.employeeforward.com](http://www.employeeforward.com)

## **2.15 FAMILY AND MEDICAL LEAVE**

### **Purpose**

This policy outlines the basic procedures governing Family and Medical Leaves. Family and Medical Leaves are employee leaves of absence for child care, personal medical care, family medical care and certain other circumstances. This policy also outlines the basic procedures governing brief absences for certain other family purposes, referred to in this policy as Small Necessities Leaves, as well as absences for certain maternity leaves authorized under Massachusetts law.

### **Eligibility**

#### ***A. Family and Medical Leaves***

An employee will be eligible to seek a Family and Medical Leave if (1) the employee has worked for the Town of Dracut for at least 12 months; (2) the employee has worked for the Town of Dracut for at least 1,250 hours during the 12 months before the leave. Any time that the employee would have worked for the Town of Dracut but for his or her National Guard or Reserve obligations is counted toward the 1,250-hour requirement for Family and Medical Leave.

### **Types of Family Medical Leaves**

In accordance with the Family and Medical Leave Act of 1993 ("FMLA"), employees of the Town of Dracut are entitled to up to 12 weeks of unpaid leave during any calendar year. Leave may be granted for any of the following reasons:

- The birth of a child and in order to care for a child, provided any such leave concludes within 12 months of the birth of the child;
- The placement of a child with the employee for adoption or foster care, provided any such leave concludes within 12 months of placement of the child;
- The care of an employee's spouse, child, or parent with a serious health condition;
- The employee's own serious health condition that makes the employee unable to perform the essential functions of the position.

Leaves covered by this policy will be referred to as "FMLA" leave. Any leave taken by an eligible employee for any of the reasons covered by this policy will be considered FMLA leave and will be credited as such in the Town of Dracut records, even if the employee does not specifically identify it as FMLA leave.

#### ***B. Employee Illness Leave***

An employee may take an Employee Illness Leave because of a serious health condition that makes the employee unable to perform his or her job.

### **Serious Health Condition**

A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## Notice and Scheduling of Leave and Related Employee Responsibilities

### *A. Required Information*

Employees who seek a Family and Medical Leave must provide sufficient information for the Town of Dracut to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization of continuing treatment by a health care provider. Employees must also inform the Town of Dracut if the requested leave is for a reason for which a Family and Medical Leave was previously taken or certified.

Employees may also be required to provide a certification and periodic recertification supporting the need for leave. Unless a longer period is specified, a medical certification or recertification must be completed and returned to the Human Resources Department for Town of Dracut within 15 days of the Town's request. A second opinion of medical certification for FMLA time off may be required at the discretion of and to be paid for by the Town of Dracut.

Moreover, employees on leave may be contacted periodically by the Human Resources Department for updates concerning their status and intent to return to work. Employees are expected to be fully responsive to such requests for updates.

### *B. Advance Notice of Foreseeable Leave*

Except as otherwise provided below, employees must provide 30 days' advance notice of the need to take a Family and Medical leave when the need for the leave is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable.

### *C. Form of Notice of Foreseeable Leave*

To provide notice, an employee is required to complete the Town of Dracut's "Request for Leave" form and submit it to the Human Resources Department, except in unusual circumstances.

### *D. Scheduling of Foreseeable Leaves*

If an employee plans to take a Family Illness Leave, an Employee Illness Leave or Military Caregiver Leave because of planned medical treatment, the employee must make an effort to schedule the treatment to reduce the disruption to the Town of Dracut, subject to the health care provider's approval. An employee should generally consult with his or her supervisor to explore alternatives to reduce the disruption to the Town of Dracut.

### *E. Notice of Unforeseeable Leaves*

When a Family Illness leave, an Employee Illness Leave, Military Caregiver Leave or Qualifying Exigency Leave is needed due to a reason that was not foreseeable, an employee should obtain and complete the Town's "Request for Leave" form from the Human Resources Department. This form should be returned to the Human Resources Department as soon as he or she reasonably can.

### *F. Effect of Insufficient Notice*

An employee's failure to give adequate notice may delay, or may result in the denial of the employee's right to take a Family and Medical Leave.

## Confirmation of Leave

### *A. Family and Medical Leaves*

The Town of Dracut shall inform employees who request Family and Medical Leave whether they are eligible for a leave that is covered by the FMLA within (5) days of the employees request for FMLA. If they are, the notice shall specify any additional information that the Town of Dracut requires as well as the employees' rights and responsibilities.

The Town of Dracut shall determine if leave will be designated as FMLA- protected and the amount of leave counted against the employee's leave entitlement. If the Town of Dracut determines that the leave is not FMLA-protected, the Town of Dracut shall inform the employee.

### Length of Leave and Restoration Rights

#### *A. General*

In general, except for those employees taking Military Caregiver Leave, an employee will be entitled to a maximum of 12 weeks of Family and Medical Leave and 24 hours of Small Necessities Leave during any 12-month period. The 12-month period is a rolling period measured backward from the date an employee uses any leave under this policy. Each time an employee takes any Family and Medical Leave, the remaining leave entitlement will be any balance of the 12 weeks that has not been used during the immediately preceding 12 months.

#### *B. Nature of the Leave*

Unless otherwise approved, a Birth, Adoption and Child Care Leave or a Massachusetts Maternity Leave must be taken at one time and must be taken before the end of the 12-month period beginning on the date of the child's birth or placement. The other Family and Medical Leaves may be taken through either a reduced working schedule or intermittently if such an arrangement is medically necessary (or if the Town of Dracut approves such an arrangement in its discretion.). If an employee is entitled to a Family Illness Leave, an Employee Illness Leave or a Military Caregiver Leave or if the employee is permitted to work on a reduced work schedule or intermittent basis, the Town of Dracut may transfer the employee temporarily to a position for which he or she is qualified and which has equivalent pay and benefits if the alternative position would better accommodate the recurring leaves than the employee's regular position. Use of intermittent or reduced schedule leave is measured in increments of one hour. Qualifying exigency Leave may also be taken on an intermittent basis.

#### *C. Special Rule Applicable to Spouses who are Both Employed by the Town of Dracut*

If the Town of Dracut employs both spouses, the combined total Family and Medical Leave to which they will be entitled together will be 12 weeks in any 12-month period if the leave is taken as (1) a Family Illness Leave to care for the employee's parent or (2) Birth, Adoption and Child Care Leave.

#### *D. Restoration Rights*

(1) General: At the end of a Family and Medical Leave or Small Necessities Leave, an employee will generally have the right to return to his or her last position before the leave or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

In returning, the employee will not lose any benefit rights, such as vacation, to the extent those benefit rights accrued before the leave period.

(2) Extension of Leave: In the event that a Family and Medical Leave is extended beyond a level totaling 12 weeks of leave over 12 months (or 26 weeks in the case of Military Caregiver Leave), and the employee has no remaining accrued time, the employee must submit a written request to the Town Manager requesting an Unpaid Leave of Absence. The determination of the request for an unpaid leave of absence will be made at the Town of Dracut's discretion after considering factors

such as the purpose of the leave extension, the employee's length of service, the employee's overall employment record, the employee's position, and the Town of Dracut's assessment of its needs.

(3) *Certification before Return to Work:* Before an employee may return from an Employee Illness Leave that has continued for at least 3 calendar days or to a number agreed to as part of a collective bargaining agreement, the employee must obtain certification from his/her health care provider that he/she is able to resume his/her job. The employee will be required to bear the costs of such certification.

#### Pay and Benefits

##### *A. Pay*

Family and Medical Leaves, Small Necessities Leaves and Massachusetts Maternity Leaves are not paid leaves. However, an employee will be required by the Town of Dracut to use accrued time, i.e., sick, vacation and personal during the leave period for otherwise unpaid leave. Compensatory time will not be counted against the FMLA. Such substitution will be counted against the employee's use of leave. The leave will remain subject to all protections that would apply if the leave were taken on an unpaid basis.

##### *B. Maintenance of Health Benefits*

During a Family and Medical Leave, the Town of Dracut will continue the employee's medical and dental insurance coverage, provided that the employee pays for the regular employee share of such coverage on a timely basis as if he or she had remained actively employed. During any paid leave, the employee share of the premiums will be deducted from the employee's pay.

During the unpaid portion of a Family and Medical Leave, the employee will be required to pay the employee's share by delivering the payment so that it is received by the Town of Dracut no later than the 1st day of each month.

If the employee fails to return from the leave, the Town of Dracut may be entitled to recover from the employee the portions of medical and dental insurance premiums that were paid for by the Town of Dracut with respect to the unpaid portion of the leave. The Town of Dracut will be entitled to recover these amounts unless the employee's failure to return was due to serious health condition (within the meaning of the FMLA) or if there are other circumstances beyond the employee's control. If the employee states that he or she is unable to return from the leave because of a serious health condition, the Town of Dracut may require the employee to provide medical certification.

##### *C. Other Benefits*

Group life insurance will also be maintained during a Family and Medical Leave, subject to the same cost-sharing applicable to active employees.

#### Medical Records

Documents relating to medical certifications, re-certifications or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel, or government officials.

## **2.16 PARENTAL LEAVE**

### **Purpose**

The Town of Dracut (“the Town”) is committed to meeting its obligations to employees under the Massachusetts Parental Leave Act (MPLA), as the same may be amended from time to time

### **Applicability**

An employee who has completed three (3) consecutive months of full-time employment may be entitled to eight (8) weeks of parental leave for the purpose of:

- Giving birth, bonding with a newborn or newly adopted child; or
- For the placement of a child under the age of 18, or under the age of 26 if the child is mentally or
- Physically disabled for adoption with the employee who is adopting or intending to adopt the child; or
- For the placement of a child with an employee pursuant to a court order.

An employee who either has multiple births or adopts more than one (1) child at the same time is entitled to eight (8) weeks of leave for each child. If two (2) employees seek to take parental leave in connection with the same child, they are entitled to a total of eight (8) weeks of parental leave in the aggregate for the birth or adoption of that child.

### **Notification**

In order to be eligible for this leave and employee must give notice to the Town Manager or designee by email of the anticipated date of departure and intention to return to work at least two (2) weeks in advance, or as soon as is practicable, if the delay is for reasons beyond the employee’s control.

### **Compensation**

Parental leave will be without pay, but an employee may use accrued vacation, personal time or (if applicable) sick time for the period of leave covered by this policy, if available. Employees giving birth to a child may also use accrued sick time for the period deemed by the physician as unable to work. Parental leave runs concurrently with FMLA leave when an employee is eligible for both.

Parental leave must be taken consecutively or intermittently within the first year following the qualifying event.

Nothing in this policy shall prevent a birth mother from using addition, accrued sick either before the birth or after the initial eight (8) week period following the birth, provided that she submits appropriate medical documentation.

## **2.17 MILITARY LEAVE (Chapter 11 Personnel Bylaw)**

### **Military Duty**

Regular employees entering the active Military Service of the United States during a National Emergency through induction or enlistment, or at any time when inducted into the Military Service under the provisions of the Selective Service Act, or by other order of the United States Government, shall be granted a Leave of Absence without pay to extend for ninety (90) days beyond the date of termination of active Military Service.

### **Return of Employee from Military Service Leave**

If at or prior to the expiration of the Military Leave of Absence, each regular employee shall have informed the Town Manager in writing of his/her willingness and ability to return to Town employment and produce evidence



of his/her Honorable Release from Military Service, he shall be given the position occupied by the last person employed in his/her position and classification, and shall receive the higher of current compensation for the position of his/her last rate of pay and all granted increases thereto.

#### Military Service Defined

The term "Military Service" as used herein shall include the Army, Navy, Air Force, Marine Corps, Coast Guard, National Guard, the United States Public Health Service, or other form of National service approved by the United States Government in lieu of Military Service as well as all auxiliary branches of said services in which either men or women shall be called to serve, but shall not include service as a civilian employee of the services unless such service is mandatory. The term "National Emergency" as used herein shall exist during such period as may be designated by the President of the United States or the United States Congress.

#### Military Training Leave

Permanent employees, having completed their initial probationary period, who are members of the National guard or organized Military Reserves of the United States and who are ordered to attend training camp shall be allowed two (2) weeks leave for attending sessions, with the Town paying the difference between his/her military pay and his/her regular pay. Such military training leave shall not be deducted from annual leave.

## **2.18 DOMESTIC VIOLENCE LEAVE POLICY**

#### Purpose and Scope

The purpose of this policy is to establish the eligibility, duration, and procedural requirements relating to the "Act Relative to Domestic Violence". (The "Act")

#### Eligibility

This policy applies to all employees who meet the eligibility requirements of the law, excluding employees under the supervision and control of the School Committee. Those employees who are eligible for Domestic Violence leave are covered to the extent authorized or required by the law. All Regular Full-Time and Regular Part-Time employees are eligible.

#### Definitions

"Abuse" is defined as (i) attempting to cause or causing physical harm; (ii) placing another in fear of imminent serious physical harm; (iii) causing another to engage involuntarily in sexual relations by force, threat or duress or engaging or threatening to engage in sexual activity with a dependent child; (iv) engaging in mental abuse, which includes threats, intimidation or acts designed to induce terror; (v) depriving another of medical care, housing, food or other necessities of life; or (vi) restraining the liberty of another.

"Abusive behavior", (i) any behavior constituting domestic violence, (ii) stalking in violation of Section 43 of Chapter 265, (iii) sexual assault, which shall include a violation of Sections 13B, 13B1/2, 13B3/4, 13F, 13H, 22, 22A, 22B, 22C, 23, 23A, 23B, 24, 24B, 26D, 50 or 51 of Chapter 265 or Sections 3 or 35A of Chapter 272 and (iv) kidnapping in violation of the third paragraph of Section 26 of Chapter 265.

"Domestic violence" is defined as abuse against an employee or the employee's family member by (a) a current or former spouse of the employee or the employee's family member; (b) a person with whom the employee or the employee's family member shares a child in common; (c) a person who is cohabitating with or has cohabitated with the employee or the employee's family member; (d) a person who is related by blood or marriage to the employee; or (e) a person with whom the employee or employee's family member has or had a dating or engagement relationship.

“Family member” includes (a) persons married to one another; (b) persons in a substantive dating or engagement relationship and who reside together; (c) persons having a child in common regardless of whether they have ever married or resided together; (d) a parent, step-parent, child, stepchild, sibling, grandparent or grandchild; or (e) persons in a guardianship relationship.

### Policy

The Town of Dracut (The “Town”) is an employer under the meaning of the Act Relative to Domestic Violence. It is the Town’s policy to grant up to 15 days of leave during any “rolling” 12- month period (measured backward from the use of any Domestic Violence leave) whenever the employee or the employee’s family member is a victim of abusive behavior and the leave is used to:

- A. Seek or obtain medical attention, counseling, victim services or legal assistance;
- B. Secure housing;
- C. Obtain a protective order from a court;
- D. Appear in court or before a grand jury;
- E. Meet with a district attorney or other law enforcement official;
- F. Attend child custody proceedings; or
- G. Address other issues directly related to the abusive behavior against the employee or family member; and
- H. The employee is not the perpetrator of the abusive behavior against such employee’s family member.

This policy is intended to be consistent with any and all applicable laws. If any part of this policy is inconsistent with the law, that part of the policy shall be considered invalid, and the remaining provisions of the policy shall be construed so as to be consistent with the law.

Domestic Violence Leave is unpaid.

### Procedure

Except in cases of imminent danger to health or safety, an employee seeking domestic violence leave is required to provide advance notice of the leave as required by the employer’s leave policy, by submitting a request to Human Resources for the require form. If, however, there is a threat of imminent danger to health or safety, the employee, a family member of the employee or the employee’s counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee in addressing the effects of the abusive behavior on the employee or the employee’s family member can notify the employer with three (3) workdays that domestic violence leave was or is being taken.

The Town will not take negative action against an employee for unscheduled absence, if, within thirty (30) days from the unauthorized absence or last unauthorized absence in cases of consecutive absences, the employee provides any of the indicated forms of documentation of the need for Domestic Violence Leave.

Employees may be required to provide documentation evidencing that the employee, or the employee’s family member, has been a victim of abusive behavior even if the employee provides advance notice of the leave. Employees may satisfy the documentation by producing any of the following documents:

- A. Protective order, order of equitable relief or other documentation issued by a court.
- B. A document under the letterhead of the court, provider, or public agency, which the employee attended for the purposes of acquiring assistance, as it related to the abusive behavior against the employee or the employee’s family member.
- C. A police report or statement of a victim or witness provided to the police.
- D. Documentation that the perpetrator of the abusive behavior has admitted to sufficient facts to be found guilty, or have been convicted, or adjudicated a juvenile delinquent.

- E. Medical documentation of treatment as a result of the abusive behavior.
- F. A sworn statement, signed under the pains and penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate, or other similar professional.
- G. A sworn statement, signed under the pains and penalty of perjury, by the employee attesting that the employee has been a victim of abusive behavior or is the family member of a victim of abusive behavior. Any documentation provided to an employer under this policy may be maintained by the employer in the employee's employment record but only for as long as required for the employer to make a determination as to whether the employee is eligible for leave under this policy.

All information related to the employee's leave must be kept confidential and shall not be disclosed, except to the extent that disclosure is:

- A. Requested or consented to, in writing, by the employee;
- B. Ordered to be released by a court of competent jurisdiction;
- C. Otherwise required by applicable federal or state law;
- D. Required in the course of an investigation authorized by law enforcement, including, but not limited to, an investigation by the attorney general; or
- E. Necessary to protect the safety of the employee or others employed at the workplace.

The Town shall maintain any received documentation within the employee's personnel file, but only as long as required for the Town to make a determination as to whether the employee is eligible for Domestic Violence Leave.

*Leave for Employee:* The Town requires that employees, subject to any rights or limitations set forth in an applicable collective bargaining agreement, to exhaust all annual or vacation leave personal leave and sick leave available to the employee, prior to requesting or taking leave under this policy, unless the Town of Dracut, through the Town Manager, waives this requirement.

The Town shall not coerce, interfere with, restrain or deny the exercise of, or any attempt to exercise, any rights provided by the Act or to make leave requested or taken thereunder contingent upon whether or not the victim maintains contact with the alleged abuser.

The taking of Domestic Violence Leave will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

Upon the employee's return from Domestic Violence Leave, he/she shall be entitled to restoration to his or her original job or an equivalent position.

The Town is prohibited from discriminating or retaliating against an employee for exercising the employee's right under the Act, including requesting or taking leave.

If additional time off is required, the employee should discuss with his/her department head. Nothing in this policy limits or impairs an employee's right or ability to seek other types of applicable unpaid time off.

The Town is required to provide employees with documentation of this Act and their rights and responsibilities.

## **2.19 SMALL NECESSITIES LEAVE**

MGL c.149, § 52D(b) Small Necessities Leave Act allows employees who qualify under the federal family and medical leave act to take off up to 24 hours in a 12-month period for:

- their child's school activities, such as parent-teacher conferences
- their child's medical appointments
- their elderly relative's medical appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

## **2.20 JURY DUTY (Chapter 11 Personnel Bylaw)**

A full-time employee called to jury duty, or to testify as a witness as a result of his/her employment with the Town of Dracut, or as a result of the performance of his/her official Town duties, or on behalf of the Town of Dracut, shall be paid an amount equal to the difference between the amount received from the Court, other than for travel allowances, and the pay he/she would have received from the Town.

## **2.21 LEAVE OF ABSENCE (Chapter 11 Personnel Bylaw)**

The Town Manager may, upon recommendation of the Department Head, authorize a special leave of absence without pay for any period or periods of time not to exceed six (6) calendar months in any one calendar year.

# **SECTION 3 - COMPENSATION AND CLASSIFICATION**

## **3.1 PAY PERIOD**

Employees are paid on a weekly basis. No payroll deductions other than legally required deductions will be made from an employee's paycheck without the employee's written approval. Payroll advances will not be authorized. The pay period shall be Sunday to Saturday. The Fiscal Year is defined as the period of time from July 1 to the following June 30, both dates inclusive.

## **3.2 DIRECT DEPOSIT**

Direct deposit is required for your payroll check. The Direct Deposit Enrollment Form can be found online or in the Treasurer's Office and is to be completed and signed by the employee to authorize this transaction to the employee's bank account. Direct Deposit will be available on pay day.

## **3.3 CATEGORIES OF EMPLOYMENT**

All terms shall be interpreted in a manner consistent with the Fair Labor Standards Act (FLSA). As used herein, the following terms shall be defined as follows:

- **Exempt Employee:** Any employee employed in a bona fide executive, administrative or professional capacity, exempted under the FLSA from the requirements of minimum wage and overtime under the Act, as such terms are defined by the Secretary of the U.S. Department of Labor in Section 13(a)(1) of the Act and in 29 CMR 541.00.
- **Non-Exempt Employee:** Any employee not an exempt employee pursuant to Section 13(a)(1) of the FLSA and the provisions of 29 CMR 541.00.
- **Temporary (non-seasonal) Employee:** A non-regular full or part-time employee hired for a specified period

of time or for the purpose of completing a specific project.

- Regular Full-Time Employee: An employee who is regularly scheduled to work at least 35 hours per week.
- Regular Part-Time Employee: an employee who is regularly scheduled to work less than 35 hours per week.
- Seasonal Non-Benefit Employee: Any employee whose duration of employment with the Town is of a seasonal nature, or a specified limited amount of time, but less than that of a part-time employee.
- Employee at Will: Shall mean that the individual has no contractual right to their employment and may be dismissed for any reason; or no reason (other than for discriminatory reasons) by the employer.

### **3.4 AMENDMENTS TO OR CHANGES IN CLASSIFICATION**

If at any time the Town Manager is of the opinion that changes in this By-Law are desirable, he shall be responsible for initiating all necessary actions to effect the changes. The Town manager may add new job titles and descriptions and, any reclassification shall be effective for the period from that date to the date of any vote with respect thereto adopted at the next Town Meeting. (Personnel Bylaw)

### **3.5 KEY EMPLOYMENT DATES**

- Date of Hire: Assuming continuous service with the Town, the date an employee is initially hired by the Town in any capacity.
- Anniversary Date: Shall mean the date which is no less than one full year after the date of initial appointment to the currently held position.
- Promotion Date: Movement of an employee into a higher pay grade and/or classification.

### **3.6 TERMINATION**

Employment with the Town has no specified term or length. Employees are free to resign at any time, though under most circumstances, they are encouraged to provide reasonable notice of such action; preferably two weeks or more depending on the nature of the position that the employee holds. The Town reserves the right to terminate employment for any reason permissible by law. All employees, except contract employees, are considered employees at will.

All separations of employees shall be designated as one of the following types and accomplished in accordance with the manner indicated:

- Resignation
- Layoff
- Disability
- Death
- Retirement
- Dismissal

At the time of separation and prior to final payment, all records, assets, or other items of Town property in the employee's custody shall be transferred to the appropriate department. Employees who separate from the Town

service shall receive payment for all earned wages/salary and vacation leave, subject to normal deductions and any indebtedness.

## **SECTION 4- WORKPLACE POLICIES**

### **4.1 ATTENDANCE**

Punctual and consistent attendance is a condition of employment. Each department head is responsible for maintaining an accurate attendance record of their employees and for reporting absences via the payroll process through time and attendance. Employees are required to work their regular scheduled hours during normal operating hours the building they are assigned to is open. Employees unable to work or unable to report to work on time should notify their supervisor as soon as possible, ordinarily before the workday begins or within thirty (30) minutes of the employee's usual starting time. If an absence continues beyond one day, the employee is responsible for reporting-in each day. If the supervisor is unavailable, the employee may leave a message with the Town Manager or designated representative, stating the reason for being late or unable to report for work. Employees are required to report their hours and time off in Employee Forward - Time and Attendance.

### **4.2 AMERICANS WITH DISABILITIES ACT**

In July 1990, civil rights legislation entitled Americans With Disabilities Act (ADA) was signed into law. The ADA is a comprehensive and complex law covering a wide scope of disability issues including employment discrimination, public accommodations and private service establishments, and discrimination in transportation and communication access.

In accordance with the requirements of Title I of the ADA, the Town of Dracut will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities.

**Employment:** The Town of Dracut does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

**Effective Communication:** The Town of Dracut will generally, upon request, provide appropriate aids and services leading to effective communication for qualified person with disabilities so they can participate equally in Town of Dracut programs, services and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing or vision impairments.

**Modifications to Policies and Procedures:** The Town of Dracut will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services and activities.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service or activity of the Town of Dracut, should contact the ADA Coordinator, Sabrina Vozzella, Human Resources Generalist, 62 Arlington St., Dracut, MA, (978) 453-9492 as soon as possible but not later than 48 hours before the scheduled event.

The ADA does not require the Town of Dracut to take any action that would fundamentally alter the nature of its

programs or services, or impose an undue financial or administrative burden. Complaints that a program, service or activity of the Town of Dracut is not accessible to persons with disabilities should be directed to the ADA Coordinator.

The Town of Dracut will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modification of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

### **4.3 CODE OF CONDUCT**

#### **Purpose**

The Town of Dracut municipal government desires to set a standard of the highest professionalism, civility and respect for employees, volunteers, residents and visitors through personal interactions and any other methods of communication.

Accordingly, no employee, member of a Board, Commission or Committee, or any other person engaged by or acting on behalf of the Town of Dracut, shall enter into any verbal discussions or other form of communication by any means without employing the highest standards of personal integrity, truthfulness, honesty, civility and fairness in carrying out his or her public duties. Failure to do so is a violation of this policy.

#### **Definitions**

**Civility:** Respect and civility, from all employees, volunteers, those representing the Town, and those in attendance at any Town function, shall be maintained at all times, including and especially during public meetings. Public meetings are to be free from disrespect, creating a public embarrassment, and/or personal attacks on any person whether present or absent from the proceedings. Town Officials and employees, as well as the public, shall be free to express their ideas-- as is their right-- without the threat of harassment and/or intimidation. All persons, as mentioned, shall not be verbally or physically accosted for any reason, at any time. While disagreements about issues are acceptable, becoming disagreeable is not.

**Integrity:** No promises or commitments that cannot be reasonably and lawfully fulfilled shall be made by any party working for or representing the Town of Dracut. Appropriate social, ethical, and organizational norms in all Town related activities shall be maintained at all times. Acting with integrity includes a commitment to honesty, truthfulness, fairness, follow-through and completing tasks and duties to the highest standard possible.

**Respect:** All persons shall be treated in a fair and equitable manner, without exception. No employee, member of any board, commission or committee, or person representing the Town of Dracut, shall at any time for any reason raise his/her voice, demean, or purposefully embarrass any person in any Town building, on any Town property, or at any meeting, presentation, or event sponsored by the Town. It is expected that any person doing business in Town buildings or at a Town event shall be similarly respectful to all others in attendance and those responsible for the event.

**Ethics:** The highest standards of professional behavior and compliance with all Commonwealth of Massachusetts and Ethics Commission laws, regulations, and policies under which we operate as a Town, shall be maintained at all times.

**Communications:** All parties mentioned above shall strive to be open, consistent, truthful, and respectful in all communications, written and verbal, as this is vital for reflective and sound decision- making for our community. There will also be a commitment to confidentiality of privileged communication that occurs in Executive Sessions and/or involves matters related to personnel, collective bargaining and threatened, pending or ongoing litigation.



**Teamwork:** The Town, including all Departments, Boards, Commissions, Committees, and other public bodies, shall promote an atmosphere of teamwork and mutual respect to achieve organizational goals, recognizing at all times that unity of purpose and effort leads to productivity and greater accomplishments for our Town.

#### Enforcement

While it is expected that everyone will abide by the code of conduct and remind colleagues and peers of their obligations, it is the responsibility of Committee, Commission and Board Chairs as well as the Town Manager, Assistant Town Manager, and Department Heads to enforce the code of conduct. Violations will not be tolerated and may result in disciplinary action. In the event that the violator is an elected or appointed official, Legal Counsel will advise on a course of action.

#### Reporting

Employees shall report violations to the Town Manager or designee, providing pertinent details.

#### Protection from Retaliation

Employees shall be protected from retaliation when reporting violations under this policy.

### **4.4 POLICY AGAINST HARASSMENT, DISCRIMINATION AND RETALIATION**

#### Purpose

It is the goal of the Town of Dracut to promote a workplace that is free of unlawful discrimination and harassment (“harassment”) of any type, including sexual harassment. Harassment consists of unwelcome conduct, whether verbal or physical, that is based on a characteristic protected by law, such as race, color, religious creed, national origin, ancestry, sex/gender, gender identity, age, criminal record (inquiries only), handicap (disability) mental illness, retaliation, sexual harassment, sexual orientation, genetics, pregnancy and pregnancy-related conditions, active military status, or other bases prohibited under state or federal anti-discrimination statutes, will not be tolerated. Our town will not tolerate harassing conduct that affects employment conditions, that interferes unreasonably with an individual’s performance, or that creates an intimidating, hostile, or offensive work environment.

This Policy applies to all employment practices and employment programs sponsored by the Town. This Policy shall apply, but not be limited to, the areas of:

- Recruitment
- Selection
- Compensation and benefits
- Professional development and training
- Reasonable accommodation for disabilities or religious practices
- Promotion
- Transfer
- Termination
- Layoff, and
- Other terms and conditions of employment.

This Policy may apply to discrimination (including harassment) that occurs between co-workers that takes place outside the workplace (including, but not limited to, online conduct or conduct utilizing the internet or other electronic media). When the conduct complained of occurs outside of the workplace, the Town may consider the following and other factors in assessing whether the conduct constitutes conduct in violation of this Policy:

- whether the event at which the conduct occurred is linked to the workplace in any way, such as a Town-



- sponsored function;
- whether the conduct occurred during work hours;
- the severity of the alleged outside-of-work conduct;
- the work relationship of the complainant and alleged harasser, which includes whether the alleged harasser is a supervisor and whether the alleged harasser and complainant come into contact with one another on the job;
- whether the conduct adversely affected the terms and conditions of the complainant's employment or impacted the complainant's work environment.

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

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

### Definitions

“Harassment” means unwelcome conduct, whether verbal or physical, that is pervasive and severe and is based on a characteristic protected by law. Harassment includes, but is not limited to:

- Display or circulation of written materials or pictures that are degrading to a person or group as previously described.
- Verbal abuse, slurs, derogatory comments, or insults about, directed at, or made in the presence of an individual or group as previously described.

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

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

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

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

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

- Unwelcome sexual advances – whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life; comment on an individual’s body, comment about an individual’s sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting

- comments;
- Inquiries into one's sexual experiences; and,
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual for having complained about harassment or discrimination, and retaliation against individuals for cooperating with an investigation of harassment/discrimination complaint will not be tolerated by this organization.

#### Examples of Prohibited Discriminatory Behavior

It is not possible to list all the circumstances that may constitute discrimination in violation of this Policy. Discrimination may take many forms, including both verbal and nonverbal behaviors. Prohibited behavior includes, but is not limited to, the following behaviors connected to someone's membership in one or more groups protected by law as noted in the first paragraph above: slurs or other derogatory comments; sharing demeaning pictures, cartoons, or jokes; demeaning gestures, and; any conduct constituting sexual harassment.

#### Complaint Procedures

All employees, managers, and supervisors of the Town share responsibility for avoiding, discouraging and reporting any form of discriminatory harassment. The primary responsibility for ensuring proper investigation and resolution of harassment complaints rests with Sabrina Vozzella, Human Resources Generalist, 62 Arlington St., Dracut, MA, (978) 453-9492 who will administer the policy and procedures described herein.

If any of our employees believes that he or she has been subjected to discrimination and/or harassment, the employee has the right to file a complaint with the Town. This may be done in writing or orally. In addition, residents, visitors, applicants, vendors, contractors, their agents and employees, or other third parties who believe they have been subjected to discrimination and/or harassment may also file a complaint with the Town using the procedures described herein. Furthermore, employees may also file a complaint if they have been subjected to harassment from residents, visitors, applicants, vendors, contractors, their agents and employees, or any other third parties in the workplace, while performing work-related duties, or during other work-related activities.

Prompt reporting of harassment is in the best interest of our Town and is essential to a fair, timely, and thorough investigation. Accordingly, complaints should be filed as soon as possible following the incident(s) at issue.

#### Complaint Investigation

When we receive a complaint, we will promptly investigate the allegation in a fair and expeditious manner to determine whether there has been a violation of our policy. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances, but confidentiality cannot be guaranteed. Our investigation may include private interviews with the person filing the complaint and with witnesses. We may also interview the person alleged to have committed harassment. The complainant, the person alleged to have committed harassment, and all witnesses are required to fully cooperate with all aspects of an investigation. When we have completed our investigation, we will inform the person filing the complaint and the person alleged to have committed that the investigation has been completed. Notwithstanding any provision of this policy, we reserve the right to investigate and act on our own initiative in response to conduct which may constitute harassment or otherwise be inappropriate, regardless of whether an actual complaint has been filed.

#### Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, or may include such other forms of disciplinary action as we deem appropriate under the circumstances.

#### State and Federal Remedies

In addition to the above, if you believe you have been subjected to discriminatory harassment of any type, including sexual harassment, you may file a formal complaint with either or both government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies requires that claims be filed within 300 days from the alleged incident or when the complainant became aware of the incident.

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

One Congress Street, 10<sup>th</sup> Floor

Boston, MA 02114, Phone (617) 565-3200

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

- Boston Office: One Ashburton Place, Room 601, Boston, MA 02108, Phone (617) 727-3990
- Springfield Office: 436 Dwight Street, Room 220, Springfield, MA 01103, Phone (413) 739-2145
- Worcester Office: 484 Main Street, Room 320, Worcester, MA 01641, Phone (508) 799-6379

## **4.5 WORKPLACE VIOLENCE PREVENTION POLICY**

### **Purpose**

It is the intent of the Town of Dracut to provide a workplace that is conducive to personal safety and security and is free from intimidation, threats, or violent acts. Accordingly, the Town maintains a zero-tolerance policy toward workplace violence, or the threat of violence, by any of its employees, former employees, elected officials, customers, the general public, and/or anyone who conducts business with the Town.

### **Definitions**

Workplace violence is any behavior which is intended (or which a reasonable person may perceive is intended) to abuse or injure a person or damage or destroy property in the workplace including, but not limited to bullying, threats, physical, verbal, written, or visual attack, or property damage. The following definitions are incorporated to assist employees to more fully understand the nature of the behavior prohibited by this policy; however, violent behavior is not limited to the descriptions below.

Workplace bullying is repeated unreasonable or offensive actions in the workplace that impact or create a risk to the psychological or physical health, safety, or economic security of an employee. Workplace bullying is behavior that can intimidate, offend, degrade or humiliate an employee.

A threat is the expression of 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.

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

Verbal attack is intentional hostile communication (including recorded messages) with another person such as abusive outbursts, verbal tirades intended to offend, offensive comments, or use of obscene or threatening language.

Written attack is the use of printed or electronic media, including notes, letters, drawings, pictures, or computerized mail, to threaten, abuse, ridicule, or harass people or to threaten property.

Visual attack is the use of bodily gestures that are threatening, obscene, or abusive.

Property damage is intentional damage (as a reasonable person may presume by the nature of the damage) to property which includes property owned by the Town, employees, or others.

#### 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 which to report incidents of violence without fear of reprisal.

#### Procedure for Reporting Threats

Employees are required to immediately, or as soon as practically possible, report each incident of violent behavior, whether the incident is committed by another employee or an external individual such as a customer, vendor, or citizen, to department management, or Town Administration. In addition, employees are required to warn of any suspicious workplace activity, situations, or incidents of which they are aware that may lead to workplace violence. Department management will inform Town Administration in writing and verbally of all reported incidents of workplace violence and will work with Town Administration to assess and investigate the incident and determine the appropriate action to be taken, including notifying the Police Department where appropriate.

For incidents involving violent behavior by non-employees, Town Administration will maintain – at a minimum – a written log of all reported incidents including the name of the individual, time and date of the incident, nature of the incident, and outcome. In critical incidents in which serious threat or injury occurs, emergency responders such as Police, Fire and/or Ambulance personnel must be promptly notified. As necessitated by the seriousness of the incident, the Town Manager may assemble a Management Response Team that consists of staff from the affected department, Town Administration, public safety, the employee assistance program and others as deemed necessary. Under such critical circumstances, the Management Response Team shall be responsible for establishing the response protocol that may include but is not limited to: evaluating the potential for violence; 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, other employees or law enforcement personnel; referring victims to appropriate assistance and community service programs. Each step of this process will be carried out in as expeditious a manner as possible, recognizing the need to address any threat in a timely, yet thorough and appropriate manner.

Any employee who acts in good faith by reporting real or implied violent behavior will not be subjected to any form of retaliation (including, but not limited to unwarranted discipline, demotion, reduction in pay or position and/or termination) or harassment. Any action 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 & Sanctions

It is a violation of this policy to engage in any act of workplace violence or retaliation for reporting such behavior. Any employee who has been determined to be in violation of this policy will be subject to disciplinary action including but not limited to warning, reprimand, suspension or termination, according to the findings of the complaint investigation and, depending upon the violent act, may be subject to criminal sanctions.

#### Departmental Security Audits

Whenever the physical layout of the workspace is significantly altered, the department/division manager will work with the Police Department to examine the escape routes of the work area and communicate any changes to all department/division employees. On an as needed basis, the department/division manager may request a security audit from the Police Department to determine available security measures. All employees should openly communicate with each other to be aware of any unusual activity that may identify the potential for or actual

occurrence of a violent incident.

#### Safety-Related Searches

Lockers, desks, storage drawers, work areas, work-provided phones, PDA's and computers, and vehicles assigned to employees are Town property and are subject to unannounced inspections. Private items should not be stored in such property. The Town may exercise its right to search Town property for weapons and any other items not permitted on Town premises. For legitimate safety purposes when there is a credible threat of workplace violence, the Town reserves the right to search the possessions of employees, vendors, contractors, and subcontractors upon entering and leaving Town property, and at any time while on Town property without prior announcement. At such times, all briefcases, purses, portfolios, lunch boxes, toolboxes, and other articles and containers may be subject to inspection. Employees refusing to submit or interfering with such searches may be subject to disciplinary action, up to and including termination.

#### Employee Training

The department/division manager, or his/her designee, will orient all new employees to departmental/divisional procedures regarding reporting incidents of violence or retaliation, what to do if the employee is threatened and/or if an incident of violence actually takes place, and deals with the after effects of an act of violence or retaliation.

#### Employee Assistance Program

Should an employee become the victim of an incident of workplace violence, the department/division manager should make sure the employee is aware of services available through the Employee Assistance Program (EAP) and may offer additional referral services to assist the employee and/or affected work group in coping with any effects of the incident. Should it be determined in the investigation of a reported incident that an employee did commit a violent act, the employee shall at a minimum be referred to the EAP by the department/division manager. In these cases, failure by the employee to keep an initial appointment with the EAP shall result in disciplinary action.

## **4.6 PREGNANT WORKERS FAIRNESS ACT**

The Town of Dracut will comply with the Pregnant Workers Fairness Act ("the Act") which amends the current statute prohibiting discrimination in employment, G.L. c. 151B, §4, enforced by the Massachusetts Commission Against Discrimination (MCAD). The Act, effective on April 1, 2018, expressly prohibits employment discrimination on the basis of pregnancy and pregnancy-related conditions, such as lactation or the need to express breast milk for a nursing child. It also describes employers' obligations to employees that are pregnant or lactating and the protections these employees are entitled to receive. Generally, employers may not treat employees or job applicants less favorably than other employees based on pregnancy or pregnancy related conditions and have an obligation to accommodate pregnant workers. Under the Act:

- Upon request for an accommodation, the employer has an obligation to communicate with the employee in order to determine a reasonable accommodation for the pregnancy or pregnancy-related condition. This is called an "interactive process," and it must be done in good faith. A reasonable accommodation is a modification or adjustment that allows the employee or job applicant to perform the essential functions of the job while pregnant or experiencing a pregnancy-related condition, without undue hardship to the employer.
- An employer must accommodate conditions related to pregnancy, including post-pregnancy conditions such as the need to express breast milk for a nursing child, unless doing so would pose an undue hardship on the employer. "Undue hardship" means that providing the accommodation would cause the employer significant difficulty or expense.

- An employer cannot require a pregnant employee to accept a particular accommodation, or to begin disability or parental leave if another reasonable accommodation would enable the employee to perform the essential functions of the job without undue hardship to the employer.
- An employer cannot refuse to hire a pregnant job applicant or applicant with a pregnancy-related condition, because of the pregnancy or the pregnancy-related condition, if an applicant is capable of performing the essential functions of the position with a reasonable accommodation.
- An employer cannot deny an employment opportunity or take adverse action against an employee because of the employee's request for or use of a reasonable accommodation for a pregnancy or pregnancy-related condition.
- An employer cannot require medical documentation about the need for an accommodation if the accommodation requested is for: (i) more frequent restroom, food or water breaks; (ii) seating; (iii) limits on lifting no more than 20 pounds; and (iv) private, non-bathroom space for expressing breast milk. An employer, may, however, request medical documentation for other accommodations.
- Employers must provide written notice to employees of the right to be free from discrimination due to pregnancy or a condition related to pregnancy, including the right to reasonable accommodations for conditions related to pregnancy, in a handbook, pamphlet, or other means of notice no later than April 1, 2018.
- Employers must also provide written notice of employees' rights under the Act: (1) to new employees at or prior to the start of employment; and (2) to an employee who notifies the employer of a pregnancy or a pregnancy-related condition, no more than 10 days after such notification.

If you believe you have been discriminated against on the basis of pregnancy or a pregnancy-related condition, you may file a formal complaint with the MCAD. You may also have the right to file a complaint with the Equal Employment Opportunity Commission if the conduct violates the Pregnancy Discrimination Act, which amended Title VII of the Civil Rights Act of 1964. Both agencies require the formal complaint to be filed within 300 days of the discriminatory act. For more information visit <https://www.mass.gov/doc/mcad-guidance-on-pregnant-workers-fairness-act/download>.

## **4.7 TECHNOLOGY AND SOCIAL MEDIA USAGE POLICY**

### **Purpose**

The Town of Dracut (the "Town") depends upon a work environment of tolerance and respect for the achievement of its goals in serving the citizens of the Town. The purpose of this policy is to provide notice to Employees of the Town that their use of social media must conform to the law and this policy. This policy is designed to promote and govern the professional and personal use of social media in a responsible manner and to avoid uses that can:

- breach confidentiality by revealing protected information about the Town, its citizens, or its employees;
- expose the Town to legal liability for employer or employee behavior that may be false, deceptive, libelous, slanderous, offensive, or malicious, misleading or causes harm to others, including speech that constitutes hate speech or harassment; or
- interfere with productivity and/or ability to perform the duties and responsibilities as Employees of the Town, and
- cause actual harm or disruption to the operations of the Town.

## Definitions

**The Town:** Town of Dracut.

**Officials:** Individuals who hold office in the Town, whether elected or appointed.

**Employees:** All persons employed by the Town regardless of position.

**Users:** Employees of the Town (individuals or groups) who use, direct, or control a social media account.

**Social Media:** Online forums in which Users participate in the exchange of ideas, messages, and content, including blogs, microblogs, and social networking sites (e.g., Facebook, LinkedIn, Twitter, TikTok).

**Electronic Media:** All forms of electronic communication, transmission, or storage, including but not limited to, websites and any content contained therein or related thereto.

**Hate Speech:** Speech that attacks a person or group on the basis of attributes including race, ethnic origin, national origin, skin color, gender (including status as pregnant or nursing), religion, disability, age, gender identification, or sexual orientation or any other status or classification afforded protection under federal, state or local law or policy, indicating a level of intolerance or hostility that is incompatible with a commitment to serve all members of the community.

## General Provisions

While employees may maintain and use personal web pages and websites, blogs, microblogs, social networking sites and other forms of social media while off-duty, their status as employees of the Town requires that the content of any postings on those social media sites or other web pages not be in violation of existing Town by-laws, policies, directives, rules or regulations. The Town's image as a professional organization of professional employees is key to maintaining the respect of its constituents. Although the Town recognizes that employees may choose to express themselves by posting personal information upon electronic media sites through personal websites, social networking sites, blogs, microblogs, chat rooms, or other electronic means or by making comments upon electronic sites hosted by other persons, groups or organizations, this right of expression is not free from limitation. That is, while the Town acknowledges its employees have the First Amendment right to free speech that right is not absolute and extends only to matters of public concern. Therefore, employees must exercise caution with respect to comments they post in general, and in particular those concerning the Town, a particular department of the Town, and/or the Town's employees.

## Acceptable and Unacceptable Uses

This section describes acceptable and unacceptable uses of all social media by Employees of the Town. Employees should use their best personal judgment when using any form of social media and must ensure that their use does not violate this or any other Town policy. Employees' use of social media is also subject to the Town's Anti-Harassment and Anti-Discrimination Policy as well as the Town's other policies and standards of conduct, rules, regulations, and by-laws. All use of social media must conform to the following regulations:

- There is no guarantee of privacy for electronic communications. The Town reserves the right to review and/or monitor all electronic records and communications, at any time, with or without notice, including individual user folders and other information stored on the Town's electronic communications systems. In accessing the Internet, including social media sites, users should assume that all connections and sites visited will be monitored and recorded. This examination helps to ensure compliance with Town policies, assists when internal investigations must be conducted and supports the management of the Town's information systems. Use of the Town's electronic communication devices, including but not limited to Town-issued email accounts, Internet services, Intranet, cell phone, smart phones, pagers, Town-owned laptops and computers provided for remote use, and computer software constitutes acceptance of such monitoring.
- All users are expected and required to conduct themselves in a manner consistent with the Town's policies

and standards of conduct, including, without limitation, the Town's Code of Conduct Policy.

- Users must not reveal any confidential or privileged information about the Town, its constituents, or its contractors. Users must be particularly careful to protect against the inadvertent disclosure of confidential information.
- Users must not harass any other Employees in violation of the Town's Anti-Harassment and Anti-Discrimination Policy regardless of the time, place, form, or manner in which the information is posted or transmitted. Comments may be deemed to violate this Policy even if the Town's name or the names of any of its Employees are not posted in the comment.
- Users must ensure that they are always honest and accurate when posting information or news, and if they make a mistake must correct it quickly. Users may not post any information or rumors they know to be false about the Town, fellow employees, constituents, suppliers, vendors, contractors or any other entities or individuals.
- Users may express only their personal opinions and should never represent themselves as a spokesperson for the Town unless specifically designated by the Town. Members of the Police and Fire Departments in particular should be aware of the chain of command. A spokesperson for the Police and Fire Departments can only be authorized and designated by the Chief. If the Town is a subject of the content created by an employee, the employee should be clear and open about the fact that he/she is an employee of the Town and should make it clear that his/her views do not represent those of the Town, fellow employees, suppliers, vendors, or any other agent of the Town. Users who publish blogs or other online posts related to the work they do or subjects associated with the Town must make clear that they are not speaking on behalf of the Town. Further, an employee's decision to express their personal opinions does not alleviate their responsibility as an employee to take appropriate action under the circumstances, which may include, but not be limited to, taking action themselves or reporting an issue to a supervisor.
- Users are expressly prohibited from using the town's network infrastructure, including but not limited to, internet, Wi-Fi, computers, servers or peripheral to engage in any activity or conduct that violates federal, state, or local law (e.g., software or data piracy, child pornography, etc.).
- Access to and use of the town's network infrastructure, including but not limited to, internet, Wi-Fi, computers, servers, or peripherals must not interfere with a user's productivity and/or a user's ability to perform the duties and responsibilities of Employment with the Town. Access to and use of social media during work hours is limited to those utilizing social media for Town purposes as part of their job responsibilities. Personal access to or use of social media during work hours is prohibited, whether on Town information technology devices or personal devices.
- Users are prohibited from using the town's network infrastructure, including but not limited to, internet, Wi-Fi, computers, servers, or peripherals to engage in any activity that constitutes a conflict of interest for the Town or any of its Employees.
- Department heads and supervisors are expressly prohibited from using any review or recommendation feature or system on a social media site (e.g., LinkedIn) to post reviews or other comments about subordinate employees. The Town specifically acknowledges that police officers and firefighters may be required to use social media to perform their job duties and that such use, subject to the direction and authorization of the respective Chief, is permissible although such use may otherwise appear to violate this Policy. Such actions, however, will not be deemed to violate this Policy provided the police officer or firefighter acts within the scope of his Chief's direction or authority. This policy is not intended to interfere



with employee rights under Massachusetts General Laws Chapter 150E. The Town encourages anyone who uses social media in violation of this policy to be honest and admit the error as soon as it occurs. Although errors cannot always be erased, prompt notification can make a significant difference in the Town's ability to correct or remedy the issue.

#### Procedures

Complaints or Problems of Misuse – Should any Employee or official of the Town receive or become aware of a violation of this policy, the Employee should report the violation to the Town Manager. The Town prohibits taking action against any employee for reporting a possible deviation from or violation of this Policy or for cooperating in an investigation. Any employee who retaliates against another employee for, in good faith, reporting a potential violation of this Policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

- Social media when posting in official capacity is considered a public record and should follow the laws governing public records including retention.
- The creation of social media accounts representing the town must have approval of the town manager and be created through the IT department.

#### Questions

Anyone who is unsure whether a particular posting or contribution to online social media violates this policy is encouraged to ask the Town Manager or, in the case of the Police and Fire Departments, the respective Chiefs.

#### Sanctions

Any User who violates this Policy shall be subject to appropriate discipline, up to and including termination of employment. The Town intends to follow each provision of this Policy but reserves the right to change any provision at any time if circumstances warrant or require. A failure to enforce this Policy does not constitute a subsequent waiver of any violation of this Policy. This Policy shall be read and interpreted in conjunction with all other Town policies and procedures.

## **4.8 INFORMATION SECURITY POLICY**

#### **Introduction**

The Town of Dracut collects and stores information that is considered “Personal Information” as described in the “Definitions” Section of this document. That personal information must be handled with care and protected from inappropriate disclosure. The exposure of personal information to unauthorized individuals could cause harm to members of the community or members of staff and could also subject the Town to fines or other government sanctions.

Additionally, if Town information were tampered with or made unavailable, it could impair the Town's ability to do business. The Town therefore requires all employees to diligently protect information in accordance with its sensitivity level.

This policy describes the responsibilities for defining appropriate controls and for implementing them. An employee's failure to comply with this policy may result in disciplinary measures, up to and including termination.

#### **All Employees & Contractors**

- Users may only access information needed to perform your legitimate duties as a Town employee and only as specified by the appropriate Information Custodian or designee.
- Users may not store personal information unless it is encrypted.
- Users are expected to ascertain and understand the sensitivity of information to which you have access through training, other resources or by consultation with your supervisor or the Information Custodian.
- Users may not in any way divulge, copy, release, sell, loan, alter or destroy any personal information except as specified by the Information Custodian in the “Guidelines for Safe Handling”.
- Users must understand and comply with the Town’s Information Security Policy (this document).
- Users must adhere to the Town’s requirements for protecting any computer used to conduct Town business. This includes taking steps to secure any device when left unattended (e.g. locking it, powering down, etc.).
- Users must protect the confidentiality, integrity and availability of the Town’s information as appropriate for the information’s sensitivity, wherever the information is located, e.g., held on physical documents, stored on computer media, communicated over voice or data networks, exchanged in conversation, etc.
- Users must safeguard any physical key, ID card or computer/network account that allows you access to Town information. This includes creating difficult-to-guess computer passwords.
- Users must destroy or render unusable any personal information contained in any physical document (e.g., memos, reports, microfilm, microfiche) or any electronic, magnetic, or optical storage medium (e.g., USB key, CD/DVD, hard disk, diskette) before it is discarded.
- Users must report any activities that you suspect may compromise personal information to their supervisor, the IT Department or to the Town Manager.
- Users are obligated to protect personal information obtained through your employment and continues after you leave the town.

#### Managers & Supervisors

In addition to complying with the requirements listed above for all employees and contractors, managers and supervisors must:

- Ensure that departmental procedures support the objectives of confidentiality, integrity and availability defined by the Information Custodians and designees, and that those procedures are followed.
- Ensure that restrictions are effectively communicated to those who use, administer, capture, store, process or transfer the information in any form, physical or electronic.
- Ensure that each staff member understands his or her information security-related responsibilities.

#### Technology Matters

In addition to complying with policy requirements defined for all employees and contractors, and managers and supervisors, those who manage computing and network environments that captures, store, process and/or transmit Town information, are responsible for ensuring that the requirements of confidentiality, integrity, and availability as defined by the appropriate Information Custodian are being satisfied within their environments. This includes:

1. Understanding the sensitivity of the information that will be captured by, stored within, processed by, and/or transmitted through their technologies.
2. Developing, implementing, operating and maintaining a secure technology environment that includes:
  - a. A cohesive architectural policy;
  - b. Product implementation and configuration standards;
  - c. Procedures and guidelines for administering network and system accounts and access privileges in a manner that satisfies the security requirements defined by the Information Custodians, and;
  - d. An effective strategy for protecting information against generic threats posed by computer hackers that adheres to industry-accepted “best practices” for the technology.
3. Ensuring that technology staff members understand the sensitivity of the data being handled and the

measures to be used to secure it.

### Information Custodians

In addition to complying with the applicable requirements listed above, Information Custodians are responsible for:

1. Working with the Town Manager/Superintendent to understand the restrictions on the access and use of information as defined by federal and state laws and contractual obligations.
2. Defining the confidentiality, integrity, and availability requirements for each Information Collection.
3. Conveying in writing the sensitivity of each Information Collection for which he or she is responsible to the managers of departments that will have access to the collection.
4. Working with department managers to determine what users, groups, roles, or job functions will be authorized to access the Information Collection and, in the manner, (e.g., who can view the information, who can update the information).
5. Working with the Information Technology Director, or his/her assistant to make sure that appropriate procedures are in place to secure electronic copies of the data against accidental release, modification, or loss.

### BREACHES

Definition: A breach of information security is defined in MGL 93H as follows:

“Breach of security”, the unauthorized acquisition or unauthorized use of unencrypted data or, encrypted electronic data and the confidential process or key that is capable of compromising the security, confidentiality, or integrity of personal information, maintained by a person or agency that creates a substantial risk of identity theft or fraud against a resident of the commonwealth. A good faith but unauthorized acquisition of personal information by a person or agency, or employee or agent thereof, for the lawful purposes of such person or agency, is not a breach of security unless the personal information is used in an unauthorized manner or subject to further unauthorized disclosure.

A breach must consist of both the unauthorized acquisition of data and the substantial risk of misuse of that data. All employees are required by this policy to notify the appropriate manager of potential breaches. For any electronic breaches, the IT department must be notified immediately. Users must report any activities that you suspect may compromise personal information to their supervisor, the IT Department or to the Town Manager

### Action Required

Once confirmed by the manager, and once the Town Manager has been informed, the breach must be notified to three parties:

1. The owner of the data or the person to whom the data relates.
2. The Attorney General for Massachusetts.
3. The Director of Consumer Affairs and Business Regulation for Massachusetts Notices must consist of:
  - a. The date, or approximate date of the breach
  - b. The nature of the breach (what kind of data was exposed)
  - c. What steps we have taken in response to the incident (but we do not need to release confidential information)
  - d. Contact information for someone who can give more information about the breach.

## **4.9 EMAIL POLICY**

The purpose of this policy is to convey the Town of Dracut's standards for the use of the Town's Information Resources, including the use of electronic mail (email).

Email: A system for sending messages (email) between computers with the ability to "attach" files which can be opened by the party in receipt of mail, to quickly reply or forward mail to one or more addresses, and to print, save, or import mail into documents. Employees should have no expectation of privacy in their use of electronic mail. Incoming and outgoing messages and attachments are subject to monitoring at the discretion of the Town Manager, at any time, with or without notice, and notwithstanding any password.

### **Prohibited E-Mail Uses**

1. Downloading of files that are not for official use from the Internet or from electronic mail is prohibited without authorization from the IT Department.
2. Downloading, receiving, printing or otherwise disseminating copyrighted materials (including articles, software, music, video) in violation of copyright laws.
3. Misrepresentation of oneself or the Town/falsifying identity.
4. Sending, receiving, printing, downloading, displaying, or otherwise accessing or disseminating confidential information of the Town of Dracut. Sending, receiving, producing, soliciting, downloading, displaying, printing or otherwise accessing or disseminating offensive, profane, obscene, fraudulent, defamatory or harassing statements or language including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs.
5. Sending, receiving, producing, soliciting, downloading, displaying, printing or otherwise accessing or disseminating sexually oriented messages or images.
6. Disseminating, producing, or storing destructive programs (viruses or self- replicating codes) or other unauthorized material.
7. Intercepting communication intended for other persons.
8. Political lobbying or solicitation of campaign funds. Lobbying Town Boards or elected officials.
9. Violating any international, federal, state, or local law.
10. Distribute Personal Information.

### **Users Responsibility**

It is the responsibility of all Users to read, understand and abide by the terms of this Policy. Anyone using the Town's Information Resources is expected to exercise reasonable judgement in interpreting this Policy and in making decisions about the use of the Town's Information Resources. Any User with questions regarding the application or interpretation of this Policy or any part of it should seek clarification from their respective Department Head or Supervisor. Department Heads and Supervisors are responsible for ensuring that all Users under their supervision receive a copy of this Policy.

The maintenance of a user's electronic mailbox and shared file storage areas are the department's and the user's joint responsibility. Departments should retain email in hard copy, electronically, or by a combination of these two means; departments are responsible for maintaining filing systems which include email and are responsible for instructing employees on appropriate use of these storage systems.

### **Users should:**

- Check electronic mail daily.

- If the message could be perceived as Town of Dracut business or opinion, add a disclaimer to the signature block, when not officially representing the Town. An example of a disclaimer is: "The opinions expressed here are my own and do not necessarily represent those of the Town of Dracut."
- Use the user's name, electronic mail address, phone number, and postal address.
- Act in a professional and courteous manner. Remember, gossip and statements about others find its way back. Be patient with users.
- When email records do not relate obviously or directly to a program, they may be filed as correspondence.

Email shall be used for business matters directly related to the operational activities of the Town of Dracut and as a means to further the Town's objective of providing services that are efficient, complete, accurate, and timely.

Technology has provided us the ability to efficiently communicate between departments, towns, and others via the Internet. With this open communication comes vulnerabilities to the privacy of electronic messages. Individuals often communicate information electronically that they would never say over the phone. Electronic mail can sometimes be perceived as a way to bypass the open meeting laws. Town employees need to be aware of the vulnerabilities in email communication and the legal responsibilities that accompany the use of this medium. The term email applies to both internal (over the local area network) and external (Internet) communications.

The Town will not routinely or indiscriminately monitor electronic documents or messages. However, the privacy of documents or messages stored in electronic media cannot be guaranteed and should not be assumed. The confidentiality of email messages that include certain types of information (e.g. employee medical, personal, etc.) may be protected by federal and/or state statute and therefore should not be sent by email. Alternatively, the contents of some email messages may be classified as public.

The Town reserves the right to monitor email messages and to access employee email.

The Town may be required to access email as a result of legal discovery, writ, warrant or subpoena. In the event of an investigation, electronic mail or files may be locked or copied by the Town to prevent destruction and loss of information.

Emails are public records. Retention and disposition of public records is authorized by retention schedules issued by Secretary of the Commonwealth, regardless of media. If email or other records do not fall into schedules record series, the appropriate department head may apply to the Supervisor of Public Records for disposition authority. Transmission data including but not limited to sender, addressee, and date time of transmission and receipt are part of the email message and of the public record it constitutes. Departments may retain email in hard copy or electronically or by a combination of these two means.

Departments are responsible for developing standard filing systems, which include email and are responsible for instructing employees in appropriate use of these systems and ensuring that the systems are implemented consistently. If email messages are printed out to paper format, they must be filed according to departmental filing system. In all situations, the Records Disposition schedules issued by the Secretary of the Commonwealth shall govern the retention and disposition of the records.

*The following are not permitted uses of email:*

1. To avoid viruses, attachments should not be opened without confirmation from the sender verifying legitimacy of the attachment.
2. Excessive personal e-mail.
3. Signing up for personal distribution of email from unknown unauthorized sites.
4. Sending mass mailings, chain letters, gambling or engaging in any other activity in violation of local, state

or federal laws.

5. Use of abusive or objectionable language in either public or private messages.
6. No employee shall change any portion of a previously sent e-mail message without authorization.
7. All e-mails received by a Town Employee are public and all emails are retained.

#### **4.10 DRUG FREE WORKPLACE POLICY**

The Town of Dracut has a strong commitment to its employees to seek to provide a safe workplace and to establish programs promoting high standards of employee health. The Town of Dracut 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 illegal use, sale, or possession of narcotics, or the use of marijuana or alcohol while on duty or on Town property, is expressly prohibited. Such activity may result in discipline, up to and including termination. Police Officers, Firefighters, and employees who hold a Commercial Driver's License, as a requirement of their position, may also have to comply with drug testing as set forth in respective Collective Bargaining Agreements. Remember that marijuana remains an illegal drug under federal law.

#### **4.11 CONFLICT OF INTEREST LAW EDUCATION AND TRAINING GUIDELINES**

The conflict of interest law requires that all public employees complete education on the law on a regular basis. The education requirements and who must complete them are explained in detail.

##### **Introduction**

Chapter 28 of the Acts of 2009, the ethics reform law, imposes education and training requirements on public employers and public employees. The law authorizes the Commission to establish procedures to implement and ensure compliance with these requirements, and these Implementation Procedures are issued pursuant to that authority. The requirements can be summarized as follows: Each year, every state, county, and municipal employee must be given a summary of the conflict of interest law prepared by the Ethics Commission and, every two years, they must complete an online training program prepared by the Commission. Every municipality must designate a liaison to the Commission. All records of compliance with these requirements must be retained for 6 years. These requirements apply to all public employees, as defined by the conflict of interest law and described below, except to the extent that an employing public agency exempts certain categories of employees from these requirements in accordance with the guidelines set forth below (see section 2). These requirements also apply to regional public entities, as discussed below in section 6. Former public employees are not subject to these requirements.

##### **ONLINE TRAINING**

In December 2012, the Commission made available two new online training programs for public employees; one for state and county employees, and one for municipal employees. The programs provide information on the requirements of the conflict of interest law, including the requirements for former public employees. All state and county employees will be required to complete the state-county employee program, and all municipal employees will be required to complete the municipal employee program. The online programs are available from the Commission's website. Questions about which program public employees should complete may be directed to the Commission at (617) 371-9500. The Commission's compliance cycle for online training begins in December of every even-numbered year, and the deadline for completing the online training is the first week in the following April. The Commission will send, via e-mail, instructions to all municipalities, county agencies and state agencies, at the beginning of every compliance cycle. Requests to be added to the Commission's e-mail distribution list may be made by contacting Public Education and Communications. Unless the deadline has been extended by the Commission, all state, county, and municipal employees must complete the online training program that is on the

Commission's website by the beginning of April, or, if hired after the deadline, within 30 days of becoming a public employee, and then once every two years afterwards, unless their employing agency has exempted them from that requirement pursuant to section 2 above. Public employees must provide a certificate of completion to their employers, as defined herein, and the employers must retain such certificates for six years (see subparagraph c. below).

Most employees of private companies that are contractors, vendors, or consultants to a public agency are not required to complete the online training. Employees of vendors and contractors are only subject to the online training requirement if the public agency expressly or impliedly contracted for that particular individual's personal services, thereby making him or her a public employee for purposes of the conflict of interest law. For instance, if a public agency hires an office cleaning firm and the firm can assign any of its workers to clean the public office, the workers are not considered public employees for purposes of the conflict of interest law and are not required to complete the online training. Similarly, if a town hires a bus company to drive its students and the company can assign any of its drivers to do the work, the drivers are not required to complete the training (although school bus drivers employed directly by a town will be required to do so). This is explained in more detail in section 1 above.

While we encourage attendance at the Commission's seminars, such attendance is not a substitute for participating in the required online training and does not fulfill the online training requirement.

There are several ways for public employees to comply with the online training requirement and for their employers to comply with the requirement that they maintain certificates of completion. The Commission will accept any of the ways set forth below, or a combination of them, as satisfying the requirements of the law.

#### *Compliance deadlines for online training*

Every state, county, and municipal employee not exempted from training as described above in section 2 must complete the Commission's online training program once every two years. New employees must complete the online training program within 30 days of becoming such an employee, and once every two years thereafter. The Commission's compliance cycle for online training begins in December of every even-numbered year, and the deadline for completing the online training is the first week in the following April.

If a state, county or municipal agency establishes a compliance period for employees that falls outside the December through April compliance period, they are reminded that all public employees must complete the online training program and provide a certificate of completion within the period of ninety (90) days before, or ninety (90) days after, the two (2) year anniversary date of their last online training completion date. Such certificates of completion must be provided by state and county employees to their respective appointing authorities (or designees), and by municipal employees to their respective city and town clerks. New employees must complete such training within 30 days of the date on which they commence employment and once every two years thereafter. After completing the online training program for the first time, new employees should next complete the program along with all other agency or municipal employees, even if that compliance period occurs prior to the two year anniversary from their last online training completion date, so that agencies and municipalities have all employees comply within the same limited time frame without employees exceeding the two year statutory requirement before they next complete the online training program.

#### *Completing online training; Group sessions*

Employees can complete the training on work time and on their work computers, or during non-work time on their home computers or on any other available computer, such as, for instance, at a public library. After completing the program, each employee should print out two copies of the completion certificate, one to keep and one for his or her employer.

Employers can organize group online training sessions, to be conducted by a knowledgeable person. Group sessions must use the online training program available from the Commission's website. A group training session must be set up so as to ensure that every employee knows the correct answer to every question by the end of the training. An employer organizing a group session may use a laptop computer and projector to present the online training from the Commission's website. Employers who organize group sessions will be able to provide completion certificates for each of the attendees.

The Ethics Commission will consider requests from public agencies and municipalities to share its online training application so that it can be posted on the agency or municipality's website for the convenience of public employees in completing the training and of the public employer in keeping records. The Commission requires public employers to whom this option is provided to agree to use the application only for training their own employees, not to provide the application to anyone else, and to exactly match the application as it appears on the Commission's website. A public employer seeking to do this should contact the Commission's Chief of the Public Education and Communications Division, at 617-371-9505.

Employers need not choose only one of these methods, but can combine methods as they find convenient to reach all employees. The Commission also invites employers to propose other means of achieving compliance; if approved by the Commission, these alternative means will also satisfy the online training requirement.

#### *Certificates of completion of the online training requirement*

Each employee who completes the online training should print out two copies of the certificate of completion showing that he or she has done so, keep one, and give the other to his or her employer, as follows:

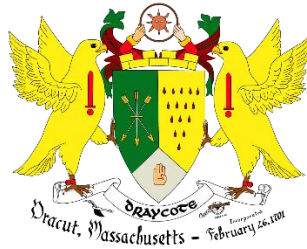
- Appointed state and county employees shall file the certificate of completion with the employee's appointing authority, or his or her designee.
- Elected state and county employees shall file the certificate of completion with the Ethics Commission.
- Municipal employees shall file the certificate of completion with the city or town clerk.
- Employees of regional entities that include more than one municipality shall file proof of compliance with the regional entity.

An employer may authorize its employees to save the certificate of completion electronically and email it to a designated employee for filing. Employers may maintain certificates of completion received electronically in electronic form.

Employers may use any of the methods for compliance described above as they find convenient to reach all employees. Whatever method or methods the employer adopts, the certificates of completion must be maintained in such a manner so as to be readily accessible for review if requested by the Commission. In particular, state and county appointing authorities (or their designees), and city and town clerks, must maintain certificates of completion in a manner that would permit them to comply with requests by the Commission for production of the certificates of specific employees and notification of the names of employees who have not complied.



## SECTION 5 - ACKNOWLEDGEMENT



Town of *Dracut*  
MASSACHUSETTS

I, \_\_\_\_\_, employee of the Town of Dracut, do hereby certify that I have received and reviewed the *Town of Dracut Employee Handbook* and accompanying materials, and I have been given the opportunity to ask questions and receive clarification where necessary. By signing below, I explicitly acknowledge the expectations of the Town's policies as outlined in the Handbook.

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

\_\_\_\_\_  
Date

**Please return this Acknowledgement Form to the Human Resources Office**

Cc: Personnel file

Exhibit #1

Memorandum of Agreement between Town of Dracut and  
The Town of Dracut Public Employee Committee

**MEMORANDUM OF AGREEMENT BETWEEN  
THE TOWN OF DRACUT AND  
THE DRACUT PUBLIC EMPLOYEE COMMITTEE  
July 1, 2022 – June 30, 2025**

WHEREAS, the Town of Dracut and the Dracut Public Employee Committee (PEC) have concluded negotiations on health insurance benefits to be provided July 1, 2022 to June 30, 2025 by the Town to employees, retirees and their dependents and survivors, (herein after referred to as subscribers), and,

WHEREAS, the parties agree that the collective bargaining agreements in effect between the Town and its Unions shall continue in full force and effect except as expressly modified by this Memorandum of Agreement, and

WHEREAS, the Town on March 22, 2005, by vote of the Board of Selectmen, adopted M.G.L., ch.32B, s.19; and

NOW, THEREFORE, the Public Employee Committee and the Town have entered into this Memorandum of Agreement pursuant to Section 19 of Chapter 32B.

**Effective Date and Duration of Agreement**

1. This agreement shall take effect on the date as of which this agreement has been executed by the Town and by representatives of the Public Employee Committee constituting at least fifty- percent (50%) of the weighted votes of the Committee and shall remain in effect through June 30, 2025, unless otherwise stated.

**Health Coverage, Massachusetts Interlocal Insurance Association**

2. The Town of Dracut and the Dracut Public Employee Committee agrees to continue to provide health insurance coverage with the Massachusetts Interlocal Insurance Association (MIIA) until June 30, 2025. For purposes of this agreement, the term “subscribers” shall mean all employees, retirees, and their dependents and survivors, insured and eligible under Chapter 32B.
  - a. The Town agrees to maintain the current health plan offerings to subscribers up until the effective date of their transfer to MIIA.
  - b. The Town will provide any information reasonably required by MIIA to maintain coverage thereafter for the duration of this agreement.
  - c. The PEC shall provide reasonable and prompt cooperation to the Town in preparing such notices and information as may be required or requested by MIIA to effectuate the purposes and intent of this agreement.
  - d. The parties recognize eligibility as defined in Appendix A of this agreement.

### ***MIIA Health Plans***

3. The Town will continue to offer the following plans with MIIA through June 30, 2025. The Plan Design for each of these plans is attached and made part of this agreement as Exhibit A. The plans offered will be;

- Blue Care Elect Preferred Provider Organization (PPO)
- HMO Blue New England (Broad-network HMO)
- HMO Blue Select (Limited-network HMO)
- Medex II w/PDP
- Managed Blue for Seniors w/PDP

### ***Premium Contributions for all Plans July 1, 2022 - June 30, 2025***

1. For the duration of this agreement, the premium contributions for the health plans shall be as follows;

Preferred Provider Organization (PPO)	75% Town / 25% Employee/Retiree
HMO Blue New England (HMO)	75% Town / 25% Employee/Retiree
HMO Blue Select (Limited HMO)	80% Town / 20% Employee/Retiree
Medex II w/PDP	78% Town / 22% Retiree
Managed Blue w/PDP (HMO)	78% Town / 22% Retiree

### ***Medicare Buy-In Program***

2. The Town will continue to transfer all post-65 non-Medicare benefit eligible subscribers into Medicare Part A & B (a.k.a. Medicare buy-in) pursuant to applicable laws. The terms and conditions for reimbursement of the Medicare Part-A fees and the Medicare Part-A and B penalties, paid by the Town, shall be subject to collective bargaining with the PEC. The agreed upon terms and conditions for reimbursement shall be added as an addendum to this agreement.

### ***Health Insurance Opt-Out***

3. Opt-Out Provision; The Town will provide a health insurance opt-out program for all eligible employees as follows:

- a. Employees who have been enrolled in the Town Health Insurance Plan prior to July 1, 2025.
- b. Any employee who has been enrolled in the Town's health insurance plan for two-consecutive full years shall be eligible for the Opt-Out program.
  - i. For FY23 opt out eligibility, enrollee must have been enrolled for FY21 and FY22;
  - ii. for FY24, enrollee must have been enrolled for FY22 and FY23; for FY25 enrollee must have been enrolled for FY23 and FY24.
- c. Employees currently enrolled in the Opt-Out program under the provisions is previous Section 19 agreement shall remain eligible for the Opt-Out program.
- d. Employees who opt-out for a full year will receive the opt-out payment during the month of June. (For example, if an employee opts-out of a family plan effective July 1, 2022, the employee will receive the payment in June of 2023).
- e. The annual opt-out payment shall be:
  - \$2,500 for those enrolled in an individual plan
  - \$5,000 for those enrolled in a family plan
- f. In-order to be eligible for the opt out payment, the employee must completely disenroll from the Town's insurance (i.e. they cannot enroll in their spouse's plan through the Town)

### ***Flexible Spending Account***

8. The parties agree to continue to offer the current Flexible Savings Account compliant with Section 125 of the Internal Revenue Code.
9. The Town will continue to contribute per subscriber enrolled in the Flexible Spending Account ("FSA") fifty percent (50%) of the cost of the FSA annual administrative fee, provided, however, that the Town's total financial obligation hereunder shall in no event exceed ten thousand dollars (\$10,000.00) per year; accordingly, if the number of FSA subscribers increases over time, the Town's percentage contribution shall be reduced, if necessary, in order to stay within the ten thousand dollars (\$10,000.00) annual cap.

### ***Dental Insurance***

10. The Town agrees to continue offering the current Dental Blue Freedom Plan administered by Blue Cross/Blue Shield of Massachusetts for the duration of this agreement unless the parties reach a mutual agreement otherwise. The Town shall contribute fifty percent (50%) of the monthly premium costs and the subscriber shall contribute fifty percent (50%).

- a. The dental plan shall be available to both active employees and retired employees with the following plan design features.

Type	Co-payment/Deductible
Deductible	\$50 per person, \$150 per family
Preventative Coverage	100%
Basic Benefits	80%
Major Benefits	50%
Yearly Maximum	\$1,250 per person
Lifetime Orthodontic	\$1,000 per person up to age 19

#### ***Meetings with the PEC***

11. The Public Employee Committee shall be composed of one (1) union officer from each collective bargaining unit which negotiates with the Town and a retiree representative designated by the Retired State, County and Municipal Employees Association. Each union officer and the retiree representative shall have the option of allowing one additional representative to attend meetings of the Public Employee Committee with the Town.
12. The parties shall establish a regular schedule of meetings to discuss the implementation of this agreement and any issues relating to the effectiveness and efficiency of health coverage for subscribers. Such meetings shall take place no less than quarterly, unless agreed otherwise. Meetings will be held at times and places which are mutually agreed upon by the Town and the Committee. In addition, either party may convene a meeting upon seven (7) calendar days' notice to the other party, unless there is an emergency that requires shorter notice. Meeting notices will be provided to the Town and to the Public Employee Committee to the person and in the manner designated in writing by the Town and the Committee.
13. Any employee who is a representative on the Public Employee Committee shall receive time off to attend meetings of the Committee with the Town with full pay, if meetings are during the employee's normally scheduled work hours.

#### ***Correspondence and Information***

14. The Town shall copy the Public Employee Committee on correspondence related to this agreement between the Town of Dracut and MIIA, excluding any correspondence disclosing the contents of which violates HIPPA.

15. Upon request, the Town shall provide the Committee with information reasonably necessary to carry out its responsibilities under this agreement and the provisions of Section 19 of Chapter 32B, as amended by Chapter 67 of the Acts of 2007.

#### ***Health Coverage after June 30, 2025***

16. The Town and the PEC shall commence negotiations for a successor agreement pursuant to Section 19, Chapter 32B no later than May 1, 2024. The Town and PEC agree to consider options outside of MIIA including entertaining bids from commercial insurance carriers for the Town's health coverage.

#### ***Effect of Agreement***

17. This agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any town policies or any collective bargaining agreements between the Town and any unions representing town employees.

#### ***Cancellation***

18. In the event the Town is delinquent in making payments as required by the Group Insurance Commission and the Commission notifies the Town that it intends to exercise its option to cancel coverage pursuant to Section 19(f) of Chapter 32B, the Town will immediately notify the Public Employee Committee, present its proposal for plans which are at least the actuarial equivalent of those offered by the Commission, and engage in negotiations with the Public Employee Committee for replacement coverage.

#### ***Arbitration of Disputes***

19. Either party may submit a dispute between the parties concerning the interpretation or application of this agreement to the American Arbitration Association for final and binding arbitration under its Labor Arbitration Rules. A request for arbitration by the Public Employee Committee shall be in accordance with M.G.L. 32B, Section 19.

#### ***Signatories***

20. Each signatory to this agreement is authorized to bind the entity he/she represents.

Executed on behalf of the Town of Dracut: [Signatures on File](#)

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Alison Genest, Chairman

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Joseph DiRocco Jr., Vice-Chairman

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Jennifer Kopcinski, Clerk

---

Tony Archinski, Member

---

Heather Santiago-Hutchings

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Ann Vandal, Town Manager

Executed on behalf of the Dracut Public Employee Committee

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Firefighters Union

---

Teachers Union

---

Police Union

---

Dept. of Public Works Union

---

Town Secretaries Union

---

School Paraprofessionals Union

---

Retirees

---

School Secretaries Union

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School Nurses Union

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School Maintenance Union

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School Custodial Union

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School Administrators Union

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Police Dispatchers Union

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School Cafeteria Union



## **GROUP INSURANCE BENEFITS POLICY**

### **GROUP HEALTH INSURANCE**

**POLICY.** Group health insurance benefits (including dental coverage) are provided to all eligible Town and School employees and their eligible dependents, and Retirees through a policy held by the Town of Dracut.

Eligible employees: full time employees who occupy positions classified as permanent, part time employees who work a minimum of twenty hours each week (1,040 hours/year) and who occupy positions classified as permanent. Paid elected officials who contribute to either the Middlesex or Massachusetts Teachers Retirement Systems are eligible to participate in the Town's health insurance program during the term of office.

- A. Eligible dependents: Legal spouse, dependent unmarried children, up to age 26, (age as designated by the insurance carrier if the child is a full-time student at an accredited college or university.) All requirements for Health Care Reform will be met.
- B. If an eligible employee elects not to subscribe to the group health insurance coverage provided by the Town, he/she must sign a waiver indicating that he/she does not wish to participate in this benefit. Should the employee wish to enroll in the plan at a later date, he/she must wait until the open enrollment period prior to the anniversary date of the policy (July 1st) and/or must have met the requirements as a qualifying event. The eligible employees' coverage will be effective on the date of hire. Because the Town pays premiums one month ahead, new employees may be required to have additional funds deducted from their paycheck to make-up the difference.
- C. It is the employee's responsibility to notify the Treasurer's Office of any change in status which would affect his/her insurance coverage (i.e., divorce, dependent child reaching specified years of age, change in individual or family coverage, planned retirement or termination). Continued health insurance coverage is available when an employee's status changes. The Treasurer's Office should be contacted for detailed information regarding this benefit.
- D. Upon the death of an eligible employee his/her surviving spouse may continue the group health insurance coverage provided that said surviving spouse pays the retiree's % of the entire cost of such premiums, 50% in the case of dental. The eligible employee must have been enrolled in the Town's plan at the time of death in order for the surviving spouse to be eligible.

**RETIREES.** Any employee as defined herein retired by the Town under the current pension plan as a result of their employment with the Town shall be eligible to continue as a participant in the group health insurance plans offered by the Town's carrier provided.

- A. Upon attaining the age of 65, if the retiree is eligible for Medicare, he/she must provide a copy of their Medicare card to the Treasurer's Office and may enroll in one of the supplemental plans, (in lieu of plans offered to active employees) offered to "Seniors" by the carrier.
- B. If a retiree is not eligible for Medicare, the employee must provide the Treasurer's Office with written documentation of ineligibility from Social Security and may continue on the plan they were last enrolled in with the Town.
- C. In accordance with the provisions of M.G.L. Chapter 32B, Section 9, upon the death of a retired employee, his/her surviving spouse may continue the group health insurance coverage provided that said surviving spouse pays the retiree's cost of such premiums, 50% in the case of dental. Upon the death of an unenrolled retiree, the surviving spouse is eligible to enroll if the deceased individual's retirement date was less than three years. In the case of those individuals that terminate their employment with the Town but defer their retirement, eligibility for enrolling expires three years from the date of termination. This provision is not applicable to those persons who have retired prior to July 1, 2009

#### **PUBLIC EMPLOYEE COMMITTEE.**

Pursuant to Massachusetts General Laws Chapter 32B, Section 19, a Public Employee Committee shall be composed of a representative of each collective bargaining unit and a retiree. The Committee shall consist of one (1) representative from the following groups: Retirees; School Nurses; School Custodial; Police Dispatchers; Teachers; Firefighters; Police Association; Department of Public Works; School Paraprofessionals; School Secretaries; Town Secretaries; School Maintenance; School Administrators and School Cafeteria and any additional collective bargaining units that may subsequently become organized.

#### **GROUP LIFE INSURANCE.**

Town employees who regularly work a minimum of twenty (20) hours per week and occupy positions classified as permanent are eligible to enroll in the Town's group life insurance coverage. At the time of employment, if an eligible employee elects not to subscribe to the group life insurance coverage provided by the Town, he/she must sign a waiver indicating that he/she does not wish to participate in this benefit. This benefit is only available at the time of hiring; there is no open enrollment period after date of hire.

The cost of the premium for life insurance is shared between the Town of Dracut, (80%) and the eligible employee (20%).

#### **WORKERS COMPENSATION**

**POLICY.** Pursuant to Massachusetts General Laws, Chapter 152, all employees (except uniformed police and fire employees who are covered under M.G.L., Chapter 41, Section 111F) are provided insurance protection to cover the loss of wages and designated expenses arising from employment-related injuries.

- A. It is the responsibility of the injured employee and his/her supervisor or department head to immediately report an injury to the insurance carrier and the Town Manager's office.

Contrary to any bargaining agreements the Town expressly reserves the right to alter, amend, or change all workers compensation and life insurance as allowed by state law. All other changes to health insurance, with the exception of those mandated, shall be subject to negotiations under M.G.L., Chapter 32B, Section 19.