

TOWN OF HINGHAM
PERSONNEL BY-LAW
INCLUDING THE CLASSIFICATION AND SALARY PLAN
(Effective July 1, 2016)

TOWN of HINGHAM PERSONNEL BY-LAW
Including the
CLASSIFICATION and SALARY PLAN

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SECTION 1. AUTHORIZATION.

Pursuant to the authority contained in Sections 108A and 108C of Chapter 41 of the General Laws, this By-Law:

- a. includes the Classification and Salary Plan for the payment of salaries and wages to the employees of the Town of Hingham covered by the Plan
- b. specifies certain working conditions such as hours of employment and certain fringe benefits applicable to employees who occupy positions subject to the Classification and Salary Plan and who are not covered by a collective bargaining agreement with the Town in accordance with Chapter 150E of the General Laws or who have individual employment contracts that do not address matters covered in this By-Law. This By-Law shall apply to employees with individual employment contracts only with respect to provisions hereof which are not covered in such employment contracts, and
- c. provides for the administration of this Personnel By-Law, including the Classification and Salary Plan.

SECTION 2. APPLICATION.

The Classification and Salary Plan (herein referred to as the Plan) shall apply to all positions designated in the appended Schedules. The Plan shall not apply (a) to positions filled by popular election or (b) to positions in the School Department or the Municipal Light Department. Nothing herein, however, shall bar reference to the Plan for assistance in determining the compensation of employees occupying positions not covered by the Plan

SECTION 3. TITLES OF POSITIONS.

No person shall be employed or paid as an employee in any position subject to the provisions of the Plan under any title other than those in the appended Schedules or under any title other than that of the job, the duties of which are actually performed. The job title in the Plan shall be the official title of the position and shall be used in all administrative and employment records.

SECTION 4. PERSONNEL BOARD.

The Plan shall be administered by a Personnel Board consisting of five citizens of the Town who shall not be employees or elected officials of the Town. The members of the Personnel Board shall be appointed by the Moderator and shall serve for terms of three years. At each Annual Town Meeting, the Moderator shall appoint a member or members of the Board to succeed the member or members whose term or terms are then expiring. The term of office of each member of the Board shall expire at the close or dissolution of the Annual Town Meeting at which his/her successor is appointed. Any vacancy in the Board shall be filled by the Moderator, and any person appointed to fill a vacancy shall hold office for the unexpired term of the person whom he/she succeeds. The Board shall choose its own officers and shall serve without compensation.

SECTION 5. DUTIES OF THE PERSONNEL BOARD.

- a. The Personnel Board shall administer the Plan and establish such policies, procedures and regulations consistent with the Plan, as it deems necessary.
- b. The Board shall maintain written descriptions of the jobs or positions in the Plan describing the essential characteristics, requirements and general duties. The descriptions shall not be interpreted as complete or limiting definitions and employees shall continue to perform any duties assigned by their superiors.
- c. Personnel records of all Town employees, including such information as may be deemed desirable, shall be maintained by the Human Resource's Office for the use of the Personnel Board.
- d. The Personnel Board from time to time shall review the work of all positions covered by the Plan. Such reviews shall be made at such intervals, as the Board deems necessary and, to the extent that the Board considers practicable, shall include all occupational groups.
- e. The Personnel Board shall from time to time review the Salary Schedules. It shall keep informed as to pay rates and policies outside the service of the Town and shall recommend to the Town any action deemed desirable to maintain a fair and equitable pay level.
- f. The Personnel Board may add positions to the Plan or reclassify existing positions no more than two higher pay scale groups, effective for the period from the date of such action to the next Annual Town Meeting or earlier Town Meeting at which a proposal thus to amend the Schedules is presented to the voters.

SECTION 6. EFFECTIVE DATE.

The Plan became effective on October 31, 1960 and has been amended at subsequent Town Meetings.

SECTION 7. AMENDMENT.

- a. The Plan and/or other provisions of this By-Law may be amended by vote of the Town at an Annual or Special Town Meeting.
- b. The recommendation of the Personnel Board as to a proposed amendment shall be made to a Town Meeting before a vote is taken thereon.
- c. Similarly, the Advisory Committee shall report to the Town Meeting the fiscal impact of a proposed amendment together with its own recommendation or recommendations.
- d. The Personnel Board, of its own motion, may propose an amendment to the Plan or to other provisions of this By-Law based on its findings following its review or reviews as provided in Sections 5 (d) and (e).

SECTION 8. TYPES OF EMPLOYEES.

- a. Full-Time Employee - An employee who is employed by the Town on a regular basis in a permanent position to work the applicable workweek for full-time employment shown in Section 9.
- b. Part-Time Employee - An employee who is employed by the Town on a regular basis in a permanent position to work less than the applicable workweek for full-time employment shown in Section 9 of this Personnel By- Law. Part-time employees shall not be entitled to any fringe benefits unless otherwise provided for in this By-Law.
- c. Temporary and Seasonal Employee - An employee who is employed by the Town on other than a regular basis in a position, whether such employment is full-time or part-time. A temporary or seasonal employee's employment with the Town will terminate upon the first to occur of: (i) his/her last day of service, (ii) his/her employment as a permanent full-time or part-time employee as defined above, or (iii) in the case of a temporary employee only, at the end of eighteen (18) months from the original date of his/her temporary employment. Temporary and seasonal employees shall not be entitled to any fringe benefits.
- d. Individual Employment Agreements - Notwithstanding what is contained in this By-Law and the Classification and Salary Plan, subject to the approval of the Personnel Board, the Board of Selectman is hereby authorized to promulgate a policy that sets forth specific criteria pursuant to which the Board of Selectman may enter into individual employment agreements with Town employees. The policy shall provide that the Personnel Board shall review the decision to enter into in any individual employment agreement to ensure that the criteria set forth in said policy have been satisfied. Once the Personnel Board has determined that the criteria set forth in said policy have been satisfied, the Board of Selectman/Town may enter into the proposed individual employment agreement on such terms and conditions as it determines are in the best interests of the Town. Upon execution of said employment agreement by the parties, the position involved shall be deemed exempt for the Classification and Salary Plan and any other provisions of this By-Law which are addressed in the employment agreement.

SECTION 9. WORKWEEK.

The workweek for full-time employment by occupational groups shall be as follows:

<u>GROUP</u>	<u>WORKWEEK</u>
Administrative and Clerical Employees_____	35 hours
Building Maintenance Workers_____	40 hours
Inspectors_____	As required
Professional Employees_____	As required
Department Heads, Deputy Chiefs in the Police and Fire Departments, and the Assistant Superintendent of the Public Works Department_____	As required.
Other Managers and Public Works Department Supervisors and Foremen_____	40 hours

SECTION 10. STEP INCREASES.

An employee in continuous service in a position who has a satisfactory performance record shall progress one step rate per year until the maximum salary is reached unless there is cause in the judgment of the Department Head or the Town Administrator for not providing such increase. No step increase shall be processed unless the Department Head has completed an annual performance evaluation for the employee on a form approved by the Board of Selectmen.

SECTION 11. TRANSFERS AND PROMOTIONS.

If an employee is to be promoted to a higher-rated position, the proposed promotion shall be presented to the Personnel Board by the Department Head for review to insure that the employee will be properly classified. When an employee is promoted to a higher-rated position, he/she shall enter it at the first step of the pay grade for the higher rated position that will yield an increase over his/her then current salary, unless otherwise authorized by the Personnel Board. If such authorization is given, it shall be upon the recommendation of the appropriate Department Head and supported by a written statement of the Personnel Board. When an employee is promoted to a higher-rated position, he/she shall enter it at the minimum of the job rate range or at the next pay rate above his/her present salary, whichever is higher. He/she may, for good cause shown, also receive a one step increase at the time upon the recommendation of his/her Department Head and the approval of the Personnel Board. If an employee should be transferred to a lower-rated position, he/she shall enter it at the step rate based on the length of service on the previous position. Upon the recommendation of the Department Head or, in the case of an elected board by the affirmative vote of a majority of the board members, and with the approval of the Personnel Board for good cause shown, the employee's compensation may be maintained at its then current level (the "Employee's Pay") until the compensation rate for the step and salary grade for his/her new position equals or exceeds the Employee's Pay; provided, however, that the authority of the Personnel Board in such instance shall be limited to one grade. The date on which an employee is promoted or permanently transferred to another position shall be his/her anniversary date for a subsequent step increase in such position in accordance with Section 10 above.

SECTION 12. NEW PERSONNEL.

The hiring rate shall be the minimum of the rate range for the job unless otherwise authorized by the Personnel Board. If such authorization is given, it shall be supported by written statement of the reasons. A newly hired employee, whether or not he/she is covered by a collective bargaining agreement, who performs physical labor (e.g. Building Maintenance and Public Works Department), or work in the field performing inspections or other related physical tasks (e.g. building inspectors and health inspectors), as well as public safety personnel (e.g. police officers, fire fighters and dispatchers) will be examined by a physician selected and approved by the Town prior to the commencement of employment. The report of the examining physician will be kept in a confidential file in the Human Resources Office.

SECTION 13. OVERTIME.

- a. Exclusions. No overtime shall be paid to the following:

- Department Heads
- Professional Employees
- Inspectors
- Others by agreement when hired

b. Administrative and Clerical Employees

(1) An administrative or clerical employee is an employee occupying an administrative or clerical position, a position the duties of which consist primarily of office work.

(2) Overtime at regular straight time hourly rates shall be paid to administrative or clerical employees for all hours worked in excess of thirty-five hours but not in excess of forty hours in any one workweek. An administrative or clerical employee shall be paid at time and one-half the employee's straight time hourly rate for all hours worked in excess of forty hours in any one workweek.

c. Building Maintenance Employees

A Building Maintenance Employee shall be paid at time and one-half the employee's straight time hourly rate for all hours over 40 in a workweek. The employee's straight time hourly rate shall be determined by dividing his/her weekly rate by 40.

d. There shall be no pyramiding of overtime.

SECTION 14. VACATION.

a. Annual vacations with pay will be granted in each calendar year after the periods of continuous full-time employment set forth below, provided that an employee shall not become eligible for increased vacation after July 1 of any calendar year:

<u>Continuous Full-Time Employment</u>	<u>Length of Vacation</u>
Up to 6 months _____	1 day for each month prior to July 1st
6 months to 5 years _____	2 weeks
5 years to 10 years _____	3 weeks
10 years and over _____	4 weeks

b. Part-time employees who regularly work at least fifteen (15) hours per week in a permanent position shall be entitled to an amount of vacation with pay in the ratio that their part-time employment bears to full-time employment.

c. At the discretion of the Personnel Board, vacations may be carried over from one year to another where circumstances beyond the control of any single employee preclude the enjoyment of the usual annual vacation period. The employee must submit a Vacation Carry-Over Request to his/her Department Head/Chief with an explanation of why the vacation could not be taken throughout the year due to a work-related reason. The Department Head/Chief will then submit a letter of justification to the Personnel Board and attend the Personnel Board meeting to respond to any questions the Personnel Board may have concerning the carry-over request. All carried over vacation time not used by July 1 of the following year will automatically lapse and no longer be available to the employee.

d. If a designated holiday occurs while an employee is on vacation, he/she shall be granted, in the discretion of the Department Head, either an additional day of vacation or an additional day's pay.

e. The Personnel Board is authorized to approve vacation days in excess of those specified, not to exceed 20 in total, to facilitate the employment negotiations for department head level candidates.

f. Vacation time may be taken at any time during the year, however it must be scheduled in advance to avoid conflicts with other employee's vacation time and is subject to workload demands. The employee must submit a vacation request for approval by the Department Head at least two weeks prior to the anticipated vacation. The Department Head may waive the two-week notice if in his/her sole discretion he/she determines extraordinary circumstances apply.

SECTION 15. LEAVES OF ABSENCE.

a. Mandatory Leaves. Subject to the conditions hereinafter specified, full-time employees and part-time employees regularly scheduled to work twenty (20) or more hours per week shall be entitled to the following leaves of absence without pay:

(1) Personal Illness verified by a physician - up to either one hundred and eighty (180) calendar days or the length of the employee's continuous employment with the Town, whichever is less. The leave will begin when the employee has exhausted all paid sick leave.

(2) Injury or illness subject to Worker's Compensation - until approved by an attending physician for return to work.

(3) Maternity Leave - from a time beginning with a date established by the employee's attending physician and ending no more than sixty (60) days following termination of pregnancy.

(4) Critical Illness or Death in the Immediate Family - up to thirty (30) days.

(5) Part-time employees regularly scheduled to work less than twenty (20) hours per week will be entitled to the leaves of absence described above after they have completed at least one (1) year of continuous employment with the Town.

(6) Family and Medical Leave Act of 1993. The Family and Medical Leave Act of 1993 (FMLA) may provide benefits in addition to the provisions of this By-Law. Subject to certain restrictions and limitations, the FMLA generally provides that eligible employees may take up to a total of twelve (12) weeks of unpaid, job protected leave during any twelve (12) month period to care for the employee's child after birth, or placement for adoption or foster care, to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or for a serious health condition that makes an employee unable to perform the employee's job. For purposes of this subsection the Town will treat part-time employees regularly scheduled to work twenty (20) or more hours per week and who have been employed by the Town for at least twelve (12) months, and who would otherwise be eligible, as eligible for FMLA benefits under this section to the same extent as other benefit eligible employees. An eligible employee may take up to a total of 12 weeks of FMLA within a single 12 month period which begins on the first date FMLA leave is taken. The Town requires that employees use their unused sick leave and personal days during an FMLA leave. The Town does not require that employees use their unused vacation days, but they may be used at the discretion of the employee. Employees should contact their Department Head or the Benefits

Coordinator at Town Hall for an explanation of benefits under the FMLA and any limitations or restrictions on benefits under the FMLA.

(7) Small Necessities Leave Act of 1998. Under the provisions of the Small Necessities Leave Act of 1998, an eligible employee shall be entitled to a total of 24 hours of leave during any 12 month period, in addition to leave available under the FMLA to: (1) participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent teacher conferences or interviewing for a new school; (2) accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and (3) accompany an elderly relative of the employee to routine medical or dental appointments or for other professional services related to the elder's care, such as interviewing at nursing or group homes. Leave under this subsection may be taken in no less than two hours at a time. An employee may elect to substitute their accrued vacation and personal days prior to the use of leave under this subsection.

(8) An application for leave based on the serious health condition of the employee or a family member may be required to be accompanied by Medical Certification from the applicant's/family member's physician.

(9) Domestic Violence Leave. In accordance with the Massachusetts Domestic Violence Leave Law, Section 52E of Chapter 149, the Town of Hingham ("the Town") has promulgated this Policy to notify employees of their rights and to publish a written policy addressing leave for employees who are, or whose family members are, victims of domestic violence. Leave under this Policy applies to *all* employees, who will be permitted to take a total of fifteen (15) days of leave in any twelve (12) month period. In order to qualify for leave under this Policy, the employee or the employee's close family member must be a victim of abusive behavior and the leave must be taken to address issues directly related to the abusive behavior, such as seeking medical or counseling services, securing housing, meeting with law enforcement, or attending court proceedings. Covered family members include an employee's spouse, a domestic partner with whom the employee resides, an individual with whom the employee has a child in common, a parent, a step-parent, a child, a step-child, a sibling, a grandparent, a grandchild, or an individual with whom the employee shares a guardian relationship. Abusive behavior includes domestic violence, sexual assault, stalking, and kidnapping. Domestic violence is defined as any abuse perpetrated against the employee or the employee's family member by (i) a current or former spouse of the employee or the employee's family member, (ii) a person with whom the employee or the employee's family member shares a child in common, (iii) a person who is cohabitating with or has cohabitated with the employee or the employee's family member, (iv) a person who is related by blood or marriage to the employee, or (v) a person with whom the employee or employee's family member has or had a dating or engagement relationship. No employee who is a perpetrator of the abusive behavior will be entitled to leave under this Policy. Requests for leave under this Policy must be made in advance, unless there is a threat of imminent danger to the victim – i.e., the employee or family member. In the case of unscheduled leave, an employee or an employee's family member or a professional working with the employee to address the abusive behavior must notify the employer within three (3) work days that the leave was taken or is being taken to address issues directly related to abusive behavior. An employee seeking Domestic Violence Leave is responsible for submitting a completed Domestic Violence Leave Request to Human Resources. The Town will require that the employee provide documentation of the abusive behavior. This may be in the form of the following documentation: (1) a protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the employee or employee's family member; (2) a

document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the abusive behavior against the employee or the employee's family member; (3) a police report or statement of a victim or witness provided to police, including a police incident report, documenting the abusive behavior complained of by the employee or the employee's family member; (4) documentation that the perpetrator of the abusive behavior against the employee or family member of the employee has admitted to sufficient facts to support a finding of guilt of abusive behavior, or has been convicted of, or has been adjudicated a juvenile delinquent by reason of any offense constituting abusive behavior and which is related to the abusive behavior that necessitated the leave under this section; (5) medical documentation of treatment as a result of the abusive behavior complained of by the employee or employee's family member; (6) a sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee or the employee's family member in addressing the effects of the abusive behavior; or (7) a sworn statement, signed under the penalties of perjury, from the employee attesting that the employee has been the victim of abusive behavior or is the family member of a victim of abusive behavior. The required documentation must be provided within a reasonable period of time – e.g., within seven (7) to ten (10) days of the leave request – and where the leave was unscheduled, within thirty days of the last day of the unscheduled leave taken. The Town will keep confidential all information related to the employee's leave under the Law. The information shall not be disclosed by the Town, except to the extent that disclosure is:

- Requested or consented to, in writing, by the employee;
- Ordered to be released by a court;
- Otherwise required by applicable federal or state law;
- Required in the course of an investigation authorized by law enforcement; or
- Necessary to protect the safety of anyone employed at the workplace.

The Town will notify the employee if any of the above have requested such information.

Any documentation provided to the Town under the Law may be maintained by the Town in the employee's employment record. Leave under this Policy is unpaid. Employees will be required to exhaust all available sick, vacation, compensatory, and personal time before using unpaid leave under this Policy. The Town will not discriminate or retaliate against an employee for exercising their rights under this Policy. In addition, information and documentation related to the leave will be kept confidential so as to respect the employee's right to privacy. An employee on an approved Domestic Violence Leave for fifteen (15) days or less is entitled to return to the employee's original job or to an equivalent position without any loss of benefits for which he or she was eligible on the date that the leave started. An employee who fails to return to work by the expected return date will be considered to have resigned voluntarily from the Town.

(11) Payment of Health Insurance Premiums during Mandatory Leaves of Absence. During mandatory leaves under this Section 15, the Town will continue to pay its portion of the employee's health insurance premiums, provided the employee pays his/her portion.

b. Optional Leaves. All leaves of absence for employees and/or reasons not covered in Paragraph (a) of this Section shall be subject to approval of the Personnel Board and may be denied or granted under such conditions as the Personnel Board may determine.

c. Re-employment Rights. Any employee granted a leave of absence under the provisions of Paragraph (a) of this Section shall, upon completion of the leave, be returned to his/her former

position. "Former position" shall mean the same job classification, same shift or shifts, and the same number of hours of work per week as last worked prior to beginning the leave.

d. Continuation of Service and Benefits. Employees granted a leave of absence under the provision of Paragraph (a) of this Section shall be treated for purposes of length of service and accrual of vacation benefits only as though they were in active employment for the period of the leave of absence except that those employees who are on a maternity leave of more than one hundred and eighty (180) days duration shall be considered as though they were on a leave of absence for Personal Illness.

e. Application for a Leave. Employees must make written application for a leave of absence to their Department Head and shall furnish such evidence of the necessity for the leave as may be required. Employees shall also notify their Department Head at least two (2) weeks in advance of their desire to return to work following a leave of absence.

SECTION 16. SICK LEAVE

a. No sick leave with pay shall be granted during the first three months of employment. After three months' employment and up to one year, an eligible employee absent because of his/her own sickness shall be entitled to sick leave with pay for time absent not in excess of eight workdays. After one year of employment, the period in any year for which employees shall be paid while absent because of personal sickness shall be fifteen workdays, plus the amount of any accrued and unused sick leave time in previous years. Effective April 1, 1969, there shall be no limitation on the amount of accrued unused sick leave time which may be carried forward from one sick leave year to the next sick leave year, but no sick leave time which was lost prior to that date because of any such limitation previously in effect shall be regained. No extension of sick leave with pay beyond an employee's accumulation may be granted except upon the recommendation of the Town Administrator and the approval of the Personnel Board.

b. Full-time and part-time employees who regularly work at least fifteen (15) hours per week shall be entitled to sick leave with pay. For purposes of computing sick leave for an eligible part-time employee, a workday shall be that proportional part of the workday of a full-time employee which the hours regularly worked by the part-time employee per week bear to the applicable workweek for full-time employment.

c. Loss of time directly attributable to injury incurred while performing assigned duties shall not be charged to sick leave. However, any employee who receives Workers' Compensation benefits from the Town and who has accrued and unused sick leave to his/her credit under this Section shall, if he/she so requests, be paid such of his/her accrued and unused sick leave allowance as, when added to the amount of such Workers' Compensation benefits, will be equal to the amount of his/her full salary or wages. Such make-up payments shall be charged to his/her sick leave and shall be discontinued when his/her sick leave allowance has been exhausted.

d. Accumulated unused sick leave.

(1) Accumulated unused sick leave will be paid to all employees at normal retirement only, according to the following schedule:

<u>Accumulated Sick Days</u>	<u>Payment</u>
1-149 _____	\$8.00 per day
150-199 _____	\$1,200, plus \$9.00 per day for each day over 150
200 & over _____	\$1,900 plus 10.00 per day for each day over 200.

(2) Upon the recommendation of the Personnel Board and with the approval of the Board of Selectmen, accumulated unused sick leave up to a maximum of 120 days at the rate of 2 days for every 3 days accumulated may be paid by the Town: (a) to the Fire Chief, Deputy Fire Chief, Police Chief, Deputy Police Chief or Superintendent, Assistant Superintendent, Supervisors and Foremen of the Department of Public Works if he/she is required to retire from active service as the result of a job related injury sustained in the course of his/her employment by the Town ; or (b) to the surviving spouse, if any, of the Fire Chief, Deputy Fire Chief, Police Chief, Deputy Police Chief, Superintendent, Assistant Superintendent, Supervisors and Foremen of the Department of Public Works who dies as the result of a job related injury sustained in the course of his/her employment by the Town; and if no surviving spouse, to the employee's surviving child, or children, if any. If the employee leaves no surviving spouse, child or children, no payment shall be made for unused sick leave.

e. The Personnel Board is authorized to approve sick days in excess of those specified, not to exceed thirty (30) in total, to facilitate the employment negotiations for department head level candidates.

SECTION 17. PERSONAL DAYS

Personal days will be granted on January 1 of each year according to the schedule that follows. New employees hired before July 1 will be granted one (1) day of personal leave after they have completed the probationary period of employment.

35-40 hour workweek	3.0 days
27-34 hour workweek	2.5 days
15-26 hour workweek	2.0 days

Effective July 1, 1998, in addition to the personal days provided above, in the case of a 35-40 hour workweek or a 27-34 hour workweek, one additional personal day for a consecutive four-month period with no sick leave usage in a calendar year, and in the case of a 15-26 hour workweek, an additional one-half (.5) personal day for a consecutive four-month period with no sick leave usage in a calendar year. Each four-month period shall begin on the first of the month following the last sick leave day used. The maximum total of personal days shall not exceed four personal days per calendar year. Personal days may not be accumulated after July 1, 2007. Personal days may not be carried-over and accumulated, and must be used within the calendar year in which they were granted or they will be forfeited. Commencing July 1, 2007, personal days, which have been accumulated as of June 30, 2007, must be used at the rate of four such accumulated days per calendar year. Any of the four accumulated days, which are not used within the calendar year, will be forfeited and no longer available to the employee. This required usage is in addition to required usage of personal days credited during each calendar year.

SECTION 18. HOLIDAYS.

a. Full-time (including probationary) employees shall be paid for each of the following holidays:

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

Each such holiday shall be observed on the day established for its observance by Massachusetts law.

b. Part-time employees who regularly work at least fifteen (15) hours per week shall be entitled to pro-rated holiday pay. Holiday pay for a part-time employee shall be that employee's regular pay for the day on which the holiday occurs; if the employee is not regularly scheduled to work on the day on which a holiday occurs, they shall be given equivalent time off.

SECTION 19. LONGEVITY PAY.

a. Full-time employees, other than the Police Chief, Fire Chief and Deputy Chiefs shall be entitled to longevity pay in accordance with the following schedule:

<u>Continuous Full-time Employment</u>	<u>Annual Amount of Longevity Pay</u>
At least 10 years but less than 15 years _____	\$600.
At least 15 years but less than 20 years _____	\$700.
At least 20 years but less than 25 years or more _____	\$800.
25 years or more _____	\$1,000.

An employee who was eligible for Longevity Pay on or after July 1, 1992 and whose hours are reduced by management decision to less than the applicable workweek for full-time employment shown in Section 9 (Workweek) shall continue to receive such Longevity Pay until such time as the number of hours regularly worked falls below twenty (20) hours per week. No additional years of service will be accrued for the purpose of this benefit during the period of part-time employment.

b. Part-time employees who are employed as of January 1, 2002 and who work at least 20 hours per week shall be eligible for pro-rated longevity pay. The amount of their longevity pay shall be determined by dividing the number of hours that equals full-time for that position, and multiplying the result by the annual amount of longevity pay to which a full-time employee with the same length of continuous employment would be entitled.

c. Longevity pay shall be paid as follows: One-half of the applicable annual amount shall be payable as of December 31 to each eligible employee and one-half of the applicable annual amount shall be payable as of June 30. Notwithstanding the foregoing, longevity pay for an employee who is retiring with a pension from the employ of the Town shall be pro-rated from the date of the last longevity adjustment to the first day of the month in which the employee retires.

d. Notwithstanding the foregoing, an employee of the Public Works Department shall be entitled to longevity pay in the same annual amount as set forth in the Public Works Department collective bargaining agreement.

SECTION 20. SHIFT DIFFERENTIAL.

Any Building Maintenance Worker who regularly works a shift, which includes at least 5 hours beyond 5:00 P.M., will receive a shift differential equal to 5% of his/her weekly salary set forth in Schedule 2 when working such shift. Such shift differential shall be included in the computation of vacation pay, sick leave pay and holiday pay for those Building Maintenance Workers who are regularly assigned to a shift for which such shift differential is paid.

SECTION 21. JURY DUTY.

An employee called for jury duty shall be paid by the Town an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the Court, excluding allowance for travel.

SECTION 22. MILITARY TRAINING AND MILITARY DUTY

a. Military Training: In accordance with the provisions of MGL Chapter 33. Section 59, any employee shall be entitled, during the time of his/her service in the armed forces of the commonwealth, under section thirty-eight, forty, forty-one, forty-two or sixty, or during his/her annual tour of duty of not exceeding 34 days in any state fiscal year and not exceeding 17 days in any federal fiscal year as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of his/her ordinary remuneration as an employee of the Town, and shall also be entitled to the same leaves of absence or vacation with pay given to other like employees.

b. Military Duty: Any employee who is a member of the air national guard or the army national guard or a reserve component of the armed forces of the United States and who is called to active service in the armed forces of the United States on or after July 1, 2001:

(1) shall be entitled to receive pay at his/her regular base salary as a Town employee, and shall not lose any seniority or any accrued vacation, sick leave, personal leave, compensation time or earned overtime. Such employee shall be paid his/her regular base salary as a Town employee reduced by any amount received from the United States as pay or allowance for military service performed during the same pay period. Regular base salary shall exclude overtime pay, shift differential pay, hazardous duty pay or any other compensation.

(2) shall accumulate creditable service as defined in section 1 of Chapter 32 of the General Laws for the time spent on active service, to the extent permitted by law; and

(3) shall continue eligibility for hospital, surgical, medical, dental, and other health insurance benefits which he/she would have received if not called to active service, with no change in employee contribution.

For the purposes of this subsection, the term "active service" shall not include active duty for training in the Army National Guard or air national guard or as a reservist in the armed forces of the United States.

SECTION 23. BEREAVEMENT LEAVE.

Except under unusual circumstances, bereavement leave without loss of pay not to exceed three (3) days as the Department Head may determine, may be granted by said Department Head to any full-time or part-time employee who regularly works at least twenty (20) hours per week and who is not covered by a collective bargaining agreement on account of a death in the immediate family of such employee. "Immediate family" shall include the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, stepchild, spouse's sibling, sibling's spouse, and person living in the same household.

SECTION 24. PROBATIONARY PERIOD.

The probationary period of employment is as the initial ninety (90) days of employment. The Department Head of a probationary employee must submit a performance evaluation to the Human Resources Director not less than fifteen (15) days prior to the expiration of the probationary period.

SECTION 25. NON-DISCRIMINATION

The Town of Hingham will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, age, marital status, veteran status, sexual preference or disability, in violation of state or federal law.

SECTION 26. GENERAL.

a. If any provision of this By-Law shall conflict with any civil service law or regulation applicable to any position, or any other law, it shall be deemed modified by the law or regulation sufficiently only to end the conflict. The invalidity of any provision hereof shall not be construed to invalidate any other provision hereof.

b. Bridge Provision: Former employees of the Town who are rehired within two years of the termination of the previous employment shall receive credit for accrued unused sick leave accumulated previously and credit for prior service in determining vacation benefits. Upon recommendation of the Town Administrator, the Personnel Board may authorize in writing rehiring the individual at a higher step in the grade for a new position, but not to exceed the additional steps that would have been credited based on the length of the former employment. This Article shall become effective as of January 1, 1998 and shall apply to all current and future employees, but as to current employees shall not authorize retroactive payment of salary or benefits

c. All employees who are separated from service with the Town, whether through resignation, retirement or termination, shall be offered an exit interview with the Human Resource Director.

SECTION 27. CLASSIFICATION AND PAY SCHEDULES.

The classification of positions as set forth in Schedule 1 and the pay schedules as set forth in Schedules 2 - 3, inclusive, shall be as shown in Section 28, as from time to time amended.

SECTION 28. SCHEDULES.

The alphabetical index of position classifications included in the Plan together with the designated pay ranges or pay rates therefore are set forth in the following Schedules:

Schedule 1 - ALPHABETICAL LIST OF POSITION CLASSES

Schedule 2 - GENERAL WEEKLY SALARY SCHEDULE

Schedule 3 - MISCELLANEOUS COMPENSATION SCHEDULE FOR
PART-TIME, TEMPORARY AND SEASONAL POSITIONS

SCHEDULE 1
ALPHABETICAL LIST OF POSITION CLASSES

<u>Position or Class Title</u>	<u>Schedule Number</u>	<u>Compensation Level</u>
Accounting Support Clerk	2	6
Accounts Payable Specialist	2	8
Accounts Payable Clerk, Sewer Com.	2	6
Accounts Receivable Clerk, Sewer Com.	2	6
Administrative Assistant	2	9
Administrative Secretary	2	8
Administrative Secretary – Affordable Housing Trust	2	8
Animal Control Officer	2	9
Assistant Assessor	2	12
Assessing Clerk	2	6
Assessing Technician	2	8
Assistant Conservation Officer	2	11
Assistant Dog Officer	2	X-12
Assistant Harbormaster (P.T.)	3	X-9
Assistant Library Director	2	14
Assistant Project Inspector	2	14
Assistant Superintendent of Public Works	2	15
Assistant Shellfish constable (P.T.)	3	X-9
Assistant Town Administrator		Employment Contract
Assistant Town Clerk	2	10
Assistant Treasurer/Collector	2	12
Beach Supervisor	3	X-7
Building/Zoning Clerk	2	7
Building Maintenance Supervisor	2	11
Building Maintenance Worker	2	7
Building/Zoning Board of Appeals Clerk	2	7
Building Commissioner/Zoning Enforcement Officer	2	15

Data Quality Inspector	2	8
Deputy Building Inspector	2	11
Deputy Fire Chief - Administration		Employment Contract
Deputy Fire Chief - Operations		Employment Contract
Deputy Police Chief		Employment Contract
Director of Assessing	2	16
Director of Community Planning	2	18
Director of Elder Services	2	14
Director of Operations/ Golf Course Superintendent		Employment Contract
Director of Public Works	2	19
Director of Recreation	2	15
Director of Veteran's Services	2	13
Executive Health Officer	2	16
Food Inspector	2	10
Food Service Technician	2	6
Fire Chief		Employment Contract
Golf Course Assistant Superintendent	2	9
Golf Course Bowling Alley Equipment Manager	2	7
Golf Course Equipment Manager	2	9
Golf Course Grounds Keeper	3	X-15
Golf Course Maintenance Superintendent	2	14
Golf Course Professional	2	14
Golf Course Pro Shop Staff	3	X-16
Golf Course Range Attendant	3	X-18
Golf Course Ranger/Starter	3	X-17
Golf Course Superintendent	2	14
Harbormaster and Shellfish Constable	2	13
Harbormaster Office Clerk	2	6
Head Assistant Harbormaster	3	X-23
Head Lifeguard	3	X-4
Health Agent	2	13
Health Clerk	2	7
Historic Administrator	2	12
Human Resources Director	2	17
Information Systems Manager		Employment Contract
Inspector of Plumbing and Gas	2	11
Inspector of Wires	2	11
Library Business Administrator	2	11
Library Director	2	18
Licensing and Administrative Secretary	2	8
Lifeguard	3	X-3
Motor Vehicle Clerk	2	6
Municipal Lien Clerk	2	6
Outreach Coordinator	2	9
Park Ranger I & II (Bare Cove Park)(P.T.)	3	See Schedule
Payroll Administrator	2	9
Police Chief		Employment Contract
Project Engineer		Employment Contract
Project Engineer Support Clerk	2	9
Program Manager	2	11
Public Health Nurse	2	12

Public Works Equipment Maintenance Supervisor	2	13
Public Works General Foreman	2	12
Public Works Office Administrator	2	11
Public Works Supervisor	2	13
Public Works Temporary Laborer	3	X-13
Records Clerk	2	8
Recreation Child Care Staff	3	X-2
Recreation Counselor	3	X-2
Recreation Fitness Room Attendant	3	X-2
Recreation Instructor	3	X-8
Recreation Playground Specialist	3	X-3
Recreation Program Assistant Supervisor	3	X-5
Recreation Summer Administrator	3	X-7
Recreation Summer Specialist	3	X-5
Recycling and Transfer Station Supervisor	2	13
Research Clerk (Treasurer/Collector's Office)	2	8
Revenue Receipts Administrator	2	9
School Traffic Supervisor (P.T.)	3	See Schedule
Sealer of Weights & Measures (P.T.)	2	See Schedule
Senior Clerk (Town Clerk's Office)	2	7
Senior Planner: Conservation Officer/GIS Administrator	2	15
Senior Planner: Zoning and Special Projects	2	15
Sewer Supervisor	2	12
Shuttle Bus Driver (P.T.)	3	X-14
Staff Accountant	2	13
System Analyst	2	14
Tax Receipts Clerk (Treasurer/Collector's Office)	2	8
Town Accountant		Employment Contract
Town Clerk	2	15
Town Planner	2	15
Treasurer/Collector	2	17
Tree and Parks Supervisor	2	13
Veterans' Services Benefits Clerk	2	8
Wetlands Filing Clerk	2	6

