



**TOWN OF  
WALDOBORO, MAINE  
PERSONNEL MANUAL**

**EFFECTIVE: JULY 1, 2012  
AMENDED: SEPTEMBER 11, 2012  
AMENDED: DECEMBER 12, 2017**



## Contents

1.	TITLE, PURPOSE AND DEFINITIONS.....	1
2.	ADMINISTRATION .....	1
3.	RECRUITMENT AND SELECTION .....	2
4.	PROMOTION, DEMOTIONS, RESIGNATIONS & LAYOFFS .....	3
5.	COMPENSATION PLAN.....	3
6.	EMPLOYEE EVALUATION .....	5
7.	CONDITIONS OF EMPLOYMENT .....	5
8.	INSURANCE AND RETIREMENT BENEFITS.....	7
9.	LEAVES .....	8
10.	HOLIDAYS .....	9
11.	VACATIONS .....	10
12.	SEPARATION OF EMPLOYMENT.....	10
13.	DISCIPLINE .....	11
14.	HARRASSMENT.....	13
15.	EMPLOYEE DATING .....	16
16.	EMPLOYEE APPEALS.....	16
17.	PERSONNEL MANUAL AMENDMENTS /NON CONTRACTUAL.....	17
18.	SEVERABILITY .....	17
19.	EFFECTIVE DATE .....	17

**1. TITLE, PURPOSE AND DEFINITIONS**

**1.1. TITLE** - This manual shall be known and may be cited as the Town of Waldoboro Personnel Manual.

**1.2. PURPOSE** - The purpose of this manual is to provide guidelines to achieve uniform and consistent personnel action. This manual includes guidelines for employee hiring and advancement, training and career development, job classification, salary administration, retirement, fringe benefits, discipline and other related activities. This manual shall apply to all employees. Portions of this manual shall apply to those employees covered by collective bargaining agreements to the extent that it does not conflict with an approved collective bargaining agreement. Nothing in this policy shall be construed as to limit the Board of Selectmen’s authority to negotiate a contract with the Town Manager under such terms and conditions as the Board deems advisable.

**1.3. DEFINITIONS** - For the purpose of this manual, the following terms, words or phrases shall have the meaning set forth herein:

1.3.1. Regular Full Time Employees - Employees who are regularly scheduled to work 32 or more hours per week on a continuing basis.

1.3.2. Other Employees – All employees who are not Regular Full Time Employees as defined above including so-called “per diem employees” in the EMS Department.

1.3.3. Overtime – Overtime shall be defined as hours worked in excess of forty (40) during the weekly time period. Hours worked for the purposes of overtime computation shall include actual hours worked plus vacation.

1.3.4. Immediate Family – Immediate family shall include spouse, domestic partner, parents, child, sibling and parent in law.

**2. ADMINISTRATION**

**2.1. RESPONSIBILITIES OF THE TOWN MANAGER** - The Town Manager (hereinafter Manager) shall be responsible to administer this policy.

The Manager shall be responsible to appoint, subject to confirmation by the Board of Selectmen, supervise and control the heads of departments.

The Manager shall appoint, supervise and control all town officials whom the Board of Selectmen are required by statute to appoint, except members of Boards and Committees and to appoint, supervise and control all other officials, subordinates and assistants, except that s/he may delegate this authority.

The Manager shall report all appointments to the Board of Selectmen.

- 2.2. RESPONSIBILITIES OF EMPLOYEES** - It shall be a responsibility of each employee to acquaint him/herself thoroughly with this manual.

Employees are prohibited from:

- engaging in conduct which could reflect unfavorably upon the Town,
- disrupting operations of the Town,
- using public employment for private gain.
- releasing any information in violation of “right to know” or confidentially laws/regulations.
- using confidential information for private advantage
- engaging in any business or alternative work activities during work hours.
- accepting any gifts, gratuity, loans, or items of monetary value from any person or entity whose interests may affect the employee’s performance. (Acceptance of nominal gifts, such as food, pens, calendars, etc, is permitted).

**3. RECRUITMENT AND SELECTION**

- 3.1. EQUAL EMPLOYMENT OPPORTUNITY (EEO)** - It shall be the policy of the Town to recruit, select, train, promote, retain and discipline employees, without regard to race, color, sex, religion, national origin, marital status, political affiliation, age, sexual orientation, or condition of disability, unless related to a bonafide occupational qualification.

- 3.2. RECRUITMENT** - Within the limits of time during which a position must be filled, there shall be an open search for qualified candidates. The character of this search will vary from position to position, but may include advertising and posting with the Maine Municipal Association.

- 3.3. SELECTION** -The Manager shall interview applicants for a position vacancy. S/He may seek the assistance of other individuals, including, if applicable, the appropriate Department Head. S/he may delegate the responsibility to the appropriate Department Head. In interviewing and selecting a candidate to fill a job vacancy, the interviewer(s) shall consider the applicant’s skills, knowledge, experience, attitude, education and prior demonstrated performance.

- 3.4. REVIEW OF CANDIDATES** - All fully completed application forms will be reviewed fairly and equally. References shall be checked prior to an offer of employment. Criminal background checks shall be conducted on a post offer pre-employment basis and findings may be grounds for withdrawal of the offer. Physicals designed to determine an applicant’s ability to perform the essential functions of

the position may be conducted on a post offer pre-employment basis and findings may be grounds for withdrawal of the offer.

- 3.5. **NEPOTISM** - No person shall be hired, promoted or transferred to a position where the Manager, Department Head or supervisor is an immediate family relative of the employee.

#### 4. **PROMOTION, DEMOTIONS, RESIGNATIONS & LAYOFFS**

- 4.1. **PROMOTION POLICY** - The Town encourages employees to develop skills attain greater knowledge of their work and make known their qualifications for promotion to more responsible positions.

- 4.2. **STANDARDS FOR PROMOTION** - The Manager shall apply the following standards with respect to promotions: job related skills, knowledge, abilities, experience, education, and past performance which will contribute to the satisfactory performance of duties of the position.

- 4.3. **DEMOTION** - An employee may be demoted to a lower position for which s/he is qualified when an employee would otherwise be laid off or because of the return to work from authorized leave of another employee or when an employee voluntarily requests a demotion.

- 4.4. **LAY-OFFS** - Any employee may be laid off because of lack of funds, lack of work, or other reasons as determined by the Town Manager. Layoffs of Regular Full Time Employees not made pursuant to approved budgets shall be subject to confirmation by the Board of Selectmen.

- 4.5. **REDUCTION IN HOURS** - Any employee may have his or her hours reduced because of lack of funds, lack of work, or other reasons as determined by the Town Manager. Reduction in hours for Regular Full Time Employees not made pursuant to approved budgets shall be subject to confirmation by the Board of Selectmen. Reduction in hours as used in this section shall mean a change in a Regular Full Time Employee's normal schedule on an ongoing basis and shall not preclude an employee's hours from being adjusted or reduced on an occasional and/or intermittent basis.

#### 5. **COMPENSATION PLAN**

- 5.1. **COMPENSATION** - It is the intent of the Town that municipal employees be paid on a basis that is commensurate with salaries and wages for comparable public and private work in the area, and that will attract and retain well-qualified employees.

- 5.2. **COMPENSATION SCALES** – The compensation plan, dated as effective July 1, 2009 (see attachment 1) consisting of pay grades and incremental pay steps

within each grade shall be updated by the Town Manager, subject to the approval of the Board of Selectmen, within one year from the approval date of this manual. In updating the compensation plan, consideration shall also be given to cost of living, benefits received by employees, the financial capabilities of the Town, and other economic factors. It is acknowledged that existing compensation plan is not current. (For example, it lists positions now covered by a collective bargaining agreement, it lists the town managers salary at a rate that has been superseded by a contracted amount, it contains position titles that are incorrect or in need of updating and does not reflect proposed salary for certain positions)

**5.3. ASSIGNMENT OF POSITIONS TO GRADES** - Each job classification on the compensation scale shall be assigned a salary/wage grade. Employees will progress through the salary/wage steps in accordance with established employee evaluation procedures.

**5.4. COMPENSATION SCALE UPDATES** - The compensation scales shall be reviewed each year to determine whether they should be modified. When cost of living increases (as opposed to merit increases, which are the basis for the step increases on the compensation scale) are approved all applicable salary/wage grades and steps will be increased by the appropriate percentage. Such general increases will preserve the basis structure of the scales, and will not affect step increases based upon employee performance.

**5.5. INITIAL COMPENSATION** - New employees will be compensated in accordance with the first step of the pay grade of the job classification in which they are hired. This provision may be waived by the Town Manager if justified by qualifications and/or experience of the employee or the lack of available qualified applicants at the first step.

**5.6. COMPENSATION INCREASES** - All salary increases will be authorized on a merit basis subject to budgetary limitations. Yearly increases are not to be considered automatic.

**5.7. STANDARD WORK WEEK/OVERTIME COMPENSATION**

5.7.1. For payroll accounting purposes, the workweek shall commence at 12:00 a.m. on Monday and end at 12:00 p.m. on Sunday.

5.7.2. The current work hours are normally as follows:

- Town Office including Police and EMS offices: Forty hours per week Monday - Friday 8:30 a.m. to 5:00 p.m. with a half hour unpaid lunch.
- Public Works Garage - Forty hours per week Monday - Friday 7:00 a.m. to 3:30 p.m. with a half hour unpaid lunch.

- Transfer Station - Forty hours per week Tuesday – Saturday 8:00 a.m. to 4:00 p.m. with no unpaid lunch.

5.7.3. No non-salaried employee shall not work hours in excess of his or her regular approved schedule, including overtime, without the prior approval of the Department Head. Employees required to work overtime shall be compensated by payment at one and one-half (1 ½) their regular hourly wage for overtime work or compensatory time at a rate one and one-half hours (1 ½).

5.7.4. Salaried employees shall dedicate the time necessary to perform his/her duties and shall not be entitled to accumulate compensatory time in one pay period for use in another.

## **6. EMPLOYEE EVALUATION**

**6.1. RESPONSIBILITY FOR EVALUATION** - All probationary employees shall be evaluated within two weeks prior to the end of the probationary period by their Department Head.

All non-probationary employees shall be evaluated on an annual basis during the months of April and May by their Department Head. The Department Head shall discuss the evaluation with each employee.

Supervision of the evaluation process shall be the responsibility of the Manager. Evaluations shall be made on a form designated by the Manager. Each Department Head shall submit all evaluations to the Manager. Evaluations shall be designed to:

- 6.1.1. fairly evaluate an employee's strengths, weaknesses, and potential for growth;
- 6.1.2. encourage and guide the employee's development of special skills and work interests;
- 6.1.3. improve operational programs through employee input;
- 6.1.4. serve as the basis for the granting of merit pay increases.

## **7. CONDITIONS OF EMPLOYMENT**

### **7.1. PROBATIONARY PERIOD**

7.1.1. Objective of Probationary Period - The probationary period shall be an integral part of the selection process.



- 7.1.2. Duration of Probationary Period - Every employee appointed or promoted to a position shall be required to successfully complete a probationary period of six (6) months.
- 7.1.3. Discharge - The Manager may discharge any new employee without notice and hearing during the probationary period.
- 7.2. **TRAINING** - Any employee required to attend a seminar or course of training during working hours shall be considered "working" and will receive his/her normal wages as well as expenses (transportation, meals, tolls) incurred for same. If the seminar or course is after working hours, the employee will not be reimbursed for the time expended but will be eligible for expenses. Following completion of the seminar or training, the employee must submit proof of his/her expenses in order that payment may be affected.
- 7.3. **EXAMINATIONS** - Physical or other examinations ordered by the town shall be promptly complied with by all employees. The town shall pay for all such examinations to the extent that such costs are not covered by health insurance. Employees will not be required to take examinations during their working hours, unless the Town pays for such time spent.
- 7.4. **PERSONAL IDENTIFICATION** - Employees shall carry and display personal identification if required to so by the Town. The cost of such personal identification shall be borne by the Town.
- 7.5. **INSERVICE TRAINING** - The Town recognizes the importance of employee training and shall provide training for its employees. The Town realizes that some training is mandatory for an employee to remain certified or licensed and shall make reasonable attempts to provide such training. Requests for training shall not be unreasonably denied. Reason for denial shall include, but not be limited to, costs, location of training and manpower availability.
- 7.6. **SAFETY EQUIPMENT** - Proper safety equipment shall be provided by the Town for all employees engaged in work where such equipment is necessary. When safety equipment is provided it must be used as intended.
- 7.7. **ACCIDENT/WORKPLACE INJURY** - Any employee involved in any accident and/or who sustains any workplace injury shall immediately report in writing the accident and/or workplace injury to his/her department head. Workplace injury reports shall be made on a form provided by the Town.
- 7.8. **BENEFITS** - Insurance and retirement benefits, leaves, holidays and vacation as described in sections 8-11 below shall be available to all Regular Full-Time Employees.

**8. INSURANCE AND RETIREMENT BENEFITS**

**8.1. GROUP LIFE INSURANCE** - The Town offers life insurance benefits under the Maine Public Employees Retirement System in effect at January 1, 2012 and as may be modified by the Maine Public Employees Retirement System.

**8.2. INCOME PROTECTION** - The Town offers income protection benefits under the MMA (Maine Municipal Association) Income Protection Plan in effect at January 1, 2012 and as may be modified by MMA.

**8.3. HEALTH INSURANCE**

8.3.1. The Town offers Maine Municipal Employees Health Trust (MMEHT) Insurance plan PPO 2500 or a reasonably equivalent plan with an Health Reimbursement Account reimbursement up to the deductibles and co pays which were contained in the Town's previous insurance plan known as the MMEHT POS-C plan.

8.3.2. The Town will pay 100% of the premium for the employee and 85 % of any dependent coverage elected by the employee for all employees.

8.3.3. The Town may elect to utilize other health insurance vendors or plans.

**8.4. CASH IN LIEU OF HEALTH INSURANCE**

8.4.1. The Town will pay the amounts specified below to employees eligible to participate in the health insurance plan who do not participate for the 12-month period from January 1 to December 31 and provide proof of coverage from another source.

8.4.2. Payments shall be made on a semi-annual basis in June and December and shall be subject to applicable withholding of taxes.

8.4.3. Payments shall not be made for dependents that are no longer eligible to participate.

8.4.4. Annual payment amounts are as follows: Employee only, \$1000; Dependent only, \$2,000; Employee and dependents \$3,000.

8.4.5. If a married couple works for the Town, and both qualify separately for the Town's health insurance, they may not receive cash in lieu payment if either (or both) spouse is enrolled.

**8.5. RETIREMENT** - The Town offers retirement benefits under the Maine Public Employees Retirement System in effect at January 1, 2012 and as may be modified by the Maine Public Employees Retirement System.

9. **LEAVES**

9.1. **BEREAVEMENT** - In the event of a death in the immediate family of an employee, the employee shall be granted up to five (5) days leave of absence with full pay to make household adjustments or to attend funeral services. In the event of the death of any other person, the Department Head may, at his/her discretion, grant a period of time, not to exceed one (1) day, for the purpose of attending the funeral.

9.2. **JURY DUTY** - Employees shall be granted a leave of absence with full pay any time they are required to report for jury duty, jury service or subpoenaed by a court as a result of them being a Town employee, provided that any compensation received for such services, exclusive of travel expenses, shall be reimbursed to the Town.

9.3. **LEAVE OF ABSENCE** - Leave without pay for a period not to exceed twelve (12) months may be granted an employee subject to the recommendation of the Manager and the approval of the Board of Selectmen.

At the conclusion of the leave without pay period, the employee may return to a position similar to that which he or she left, provided such an opening exists. Annual leave and sick leave will not be accrued during the leave period. The employee may retain health insurance during the leave period provided s/he pays 100% of the cost and it is allowed by the carrier.

9.4. **SICK LEAVE** - Any employee with a non-service connected sickness or disability, including medical and dental appointments, which renders such employee unable to perform the duties, shall receive sick leave with pay in accordance with the accumulation schedule outlined below.

9.4.1. Employees shall start to earn sick leave from the date of his/her hire and shall accumulate sick leave at a rate of 1.85 hours per week up to a maximum seven hundred and twenty (720) hours accumulation.

9.4.2. The Department Head or Manager may at his/her discretion require a physician's certificate prior to granting paid sick leave for sick leave requested in excess of three consecutive days. Any fee incurred for said doctor's visit after any health insurance reimbursement shall be paid by the Town.

9.4.3. Any employee desiring to be placed on sick leave must, unless incapacitated, report by phone to the Department Head, or in person, a minimum of one (1) hour (three (3) hours for EMS employees) before the start of his/her scheduled shift for each day of illness. The employee shall

state the phone number where he/she can be reached. Failure to comply with this section may result in loss of pay.

- 9.4.4. Employees may use sick leave to attend to family members illnesses for up to forty (40) hours per calendar year. Upon request the Manager may allow an employee to use more than forty (40) hours sick leave per year to attend to family members' illnesses. For purposes of this section only "family" shall be defined as defined in the Family Medical Leave Act.
- 9.4.5. Sick time used shall be charged to the employee's sick leave account in one half (1/2) hour increments
- 9.4.6. The Town shall comply with Federal and State law concerning the family medical leave. Any leave granted pursuant to Federal and State law family medical leave shall run concurrently, as opposed to consecutively, with other paid and/or unpaid leaves.

**10. HOLIDAYS**

**10.1.** The following days shall be paid holidays:

- |                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Columbus Day           |
| President's Day        | Veteran's Day          |
| Memorial Day           | Thanksgiving Day       |
| Independence Day       | Day after Thanksgiving |
|                        | Christmas Day          |

- 10.1.1. In lieu of Patriots Day employees shall also be granted one (1) floating holiday per calendar year which must be used during said calendar year or be lost. The floating holiday may be used at a time approved by the Department Head and shall be paid at a straight rate of pay.
- 10.1.2. Employees shall observe holidays which occur on a Saturday on Friday and holidays which occur on Sunday on Monday.
- 10.1.3. Employees shall receive eight (8) hours pay at his/her regularly hourly rate for each of the above listed holidays
- 10.1.4. Non-salaried employees, who are required to work on a holiday, shall be paid one and one-half times his/her regularly hourly rate for hours worked on the holiday up to ten (10) hours. Any hours worked in excess of ten (10) hours shall be paid at his/her current hourly rate including overtime rate if applicable.

**11. VACATIONS**

**11.1. VACATIONS** - Employees shall accrue vacation at the following rates:

Eighty hours (80)	Start to 7 years of service
One hundred and twenty hrs. (120)	7 years to 14 years of service
One hundred and sixty hrs. (160)	14 to 20 years of service
Two hundred hrs. (200)	20 years and over

11.1.1. Vacation accrual rates shall be measured from the employee's last continuous date of hire.

11.1.2. Request for vacation time shall be in writing on a form furnished by the Town and must be submitted to the Department Head fourteen (14) days in advance. The fourteen (14) day advanced notice maybe waived at the discretion of the Department Head. Vacation leave shall be granted when, in the opinion of the Department Head, it shall be convenient to the conduct of departmental operations.

11.1.3. Vacation time maybe accumulated up to a maximum of two (2) years' worth of accrual. Once an employee reaches two years of accrual he/she will stop accruing vacation until such time as the amount of vacation accumulation falls below the two-year accumulation level, unless vacation time not accrued resulted from an employee's vacation request being denied by the Town. Any excess vacation time carried forward beyond the two-year limit as a result of denial shall be utilized in six (6) months or forfeited.

11.1.4. Vacation time used shall be charged to the employee's vacation account in one half (1/2) hour increments.

11.1.5. Vacation time may not be used during the first six (6) months of employment.

**12. SEPARATION OF EMPLOYMENT**

**12.1. SEPARATION OF EMPLOYMENT**

12.1.1. Upon separation, including involuntary separation, the Town shall pay to the employee all wages owed and any vacation pay due. Such wages and accrued vacation pay will be paid at the next regular pay day provided that any issued equipment, tools, or clothing have been returned.

12.1.2. Upon voluntary separation, and provided the employee complies with the requirements of 12.1.3 below, the Town shall pay to the employee his/her accumulated sick days, up to a maximum of thirty (30) days,

provided the employee has twenty (20) years full time consecutive service in a regular full-time position(s) and the payment would not be deemed as an early retirement incentive by MainePERS.

12.1.3. The employee shall provide the Town with written notice of intent to voluntarily terminate employment fourteen (14) calendar days prior to such termination.

**13. DISCIPLINE**

**13.1. DISCIPLINARY RESPONSIBILITY** - The Manager shall be responsible for enforcing all policies, rules, regulations and other legal and administrative requirements, except that he may delegate his authority to a head of a department.

**13.2. DISCIPLINARY PROCEDURES** - Disciplinary action shall be limited to the following:

13.2.1. Oral Reprimand - The Manager, or Department Head, may, for minor infractions, issue an oral reprimand in private. S/He shall make a written record of the date, time and circumstances of the incident. This record shall be placed in the employee's personnel file.

13.2.2. Written Reprimand - The Manager, or Department Head, may issue a written reprimand. A copy of such reprimand shall be placed in the employee's personnel file.

13.2.3. Disciplinary Probation - The Manager may place an employee on disciplinary probation. The employee will receive a written, notice stating the reason(s) for the disciplinary probation, the effective date of such action, and the length of same (maximum of 60 days). The employee shall continue his duties on a paid status while on disciplinary probation.

When the employee's disciplinary probation expires, the Manager will notify the employee in writing that:

13.2.3.1. The employee's performance and behavior during the disciplinary probation was satisfactory and that the employee will be retained in his/her position, or

13.2.3.2. The employee's performance and behavior remained unsatisfactory and s/he intends to initiate termination proceedings.

13.2.4. Suspension - The Manager may suspend an employee without pay up to a maximum of twenty (20) working days. The employee will receive a

written notice stating reasons for the suspension, the effective date, and the length thereof.

13.2.5. Administrative Leave -The Manager may immediately place an employee on administrative leave with pay to conduct an investigation or for any reason the Manager deems appropriate. Within three (3) days the employee will receive a written notice stating reasons for being placed on administrative leave.

13.2.6. Discharge - The Manager may discharge an employee, after notice and hearing, for unsatisfactory job performance or for violation of laws, regulations, rules and/or policies including policies outlined in this manual. Termination of probationary employees shall not be considered as discharge and said employees are not entitled to notice and hearing. Non-reappointment upon expiration of a finite term shall not be considered as discharge and said employees are not entitled to notice and hearing.

**13.3. CAUSE FOR DISCIPLINARY ACTION** - Cause for disciplinary action may include, but is not limited to, the following:

13.3.1. Incompletion, indolence or inefficiency in the performance of the duties.

13.3.2. Insubordination (violation of any reasonable or official order or failure to carry out any lawful and reasonable direction made and given by a proper supervisor and failure to follow a chain of command).

13.3.3. Habitual tardiness or absence from duty.

13.3.4. Exhibiting rude behavior including using inappropriate language.

13.3.5. Misconduct.

13.3.6. Stealing or misusing town property or property of others.

13.3.7. Intoxication or drug abuse.

13.3.8. Falsifying reports, timecards, making false allegations and any other form of lying.

13.3.9. Sleeping on the job (unless authorized).

13.3.10. Wanton carelessness or negligence.

13.3.11. Malfeasance, misfeasance, perjury, or subordination of perjury.

13.3.12. Willful violation of any provision of this manual.

**13.4. CAUSE FOR IMMEDIATE DIMISSAL** - Certain actions or behaviors, including items 13.3.5 through 13.3.12 above, may be cause for immediate dismissal and are not subject to the concept of progressive discipline.

## **14. HARRASSMENT**

The Town of Waldoboro is committed to providing its employees with a safe and respectful work environment free from all forms of illegal intimidation and harassment. Non-sexual harassment and sexual harassment are strictly prohibited. This includes harassment based on race or color, gender, sexual orientation, physical or mental disability, age, ancestry, national origin, marital status, religion, veteran's status, genetic predisposition or whistleblower activity.

This policy applies to all officials, employees and volunteers of the Town of Waldoboro as well as all non-employee guests, customers, invitees, vendors, and suppliers.

### **14.1. Definitions:**

14.1.1. Sexual Harassment: Sexual harassment is a form of illegal gender discrimination and is prohibited by Title VII of the federal Civil Rights Act and by the Maine Human Rights Act.

Sexual harassment is defined as: unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- 14.1.1.1. submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment,
- 14.1.1.2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- 14.1.1.3. such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment can also include conduct that is not sexual in nature, but is gender related or directed at an individual because of gender. It includes harassment of the same or of the opposite sex.

Examples of sexual harassment include, but are not limited to:

- Offensive sexual flirtations, gestures, leering;



- Verbal or physical abuse of a sexual nature or directed at an individual because of gender;
- Advances or propositions;
- Lewd jokes or nicknames;
- Sexually suggestive sounds, writings, comments or gestures;
- Unwelcome touching or advances, sexual practical jokes or horseplay;
- Display of sexually suggestive, lewd or offensive objects, pictures or materials.

14.1.2. Non-Sexual Harassment: Non-sexual Harassment is defined as unwelcome conduct or behavior based on race, color, gender, sexual orientation, disability, age, ancestry, national origin, marital status, religion, veteran's status, genetic pre-disposition or whistleblower status when: (1) enduring the conduct becomes a condition of continued employment; (2) submission to or rejection of the conduct is used as the basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples include, but are not limited to:

- Physical abuse, such as shoving, punching, tripping, stalking, groping;
- Damage to personal possessions;
- Verbal harassment/abuse, such as threats, innuendoes, foul language;
- Racist comments or derogatory stereotypes;
- Offensive jokes;
- Inappropriate comments, slurs, ridicule or jokes about an employee's accent, disability, age, religion, gender, sexual orientation;
- Inappropriate or offensive nicknames.

**14.2. Non-Sexual Harassment and Sexual Harassment Strictly Prohibited:**

The Town of Waldoboro does not tolerate sexual harassment or non-sexual harassment which may be based on race, color, gender, sexual orientation, disability, age, ancestry, national origin, marital status, religion, veteran's status, genetic predisposition or whistleblower status. Any such conduct is strictly prohibited and will be grounds for disciplinary action.

All employees and officials are expected and required to treat each other professionally and respectfully. Supervisors are responsible to create and maintain a work environment free of harassment and discrimination.

Supervisory staff are responsible to actively stop or prevent inappropriate conduct and are required to take immediate and appropriate action whenever becoming aware of conduct in violation of this policy. Corrective action is required regardless of whether a complaint is filed.

**14.3. Complaint Process:**

The Town of Waldoboro will promptly and fully investigate any issue sexual of harassment or non-sexual harassment or discrimination in the workplace. Every complaint will be promptly and thoroughly investigated. All employees and officials are required to cooperate fully in any investigation. If warranted, the municipality may take appropriate disciplinary action against any employee or official found to have engaged in sexual harassment or non-sexual harassment, which may include disciplinary action and/or measures to prevent a reoccurrence. Confidentiality will be preserved to the fullest extent possible, consistent with Maine law and our need to respect the rights of all employees involved.

Any municipal employee or official who witnesses, becomes aware of, or is the recipient of sexual harassment, non-sexual harassment or discrimination in violation of this policy is encouraged and expected to report it to his/her supervisor or to the contact persons listed below. Complaints may be filed by contacting your supervisor or by contacting:

Deputy Treasurer at 207-832-5369 or email [finance@waldoboromaine.org](mailto:finance@waldoboromaine.org)

Or

Town Manager at 207-832-5369 or email [townmgr@waldoboromaineorg](mailto:townmgr@waldoboromaineorg)

Or

EMS Director at 207-832-5369 or email [ems@waldoboromaine.org](mailto:ems@waldoboromaine.org)

**14.4. Maine Human Rights Commission:**

Any employee or official that believes that he/she has been the subject of illegal discrimination, sexual harassment or non-sexual harassment also has the right to file a complaint with the Maine Human Rights Commission (MHRC). The MHRC is the state agency responsible for enforcing state employment discrimination laws. In most cases, a complaint must be filed with the MHRC within 300 days of the date of the act of illegal discrimination/harassment.

There is no requirement that an employee utilize the municipality's internal complaint process first, nor is it required that any internal process be exhausted before a MHRC complaint is initiated. For more information on how to file a charge with the MHRC, contact the MHRC at 51 State House Station, Augusta, Maine 04333-0051 or by telephone at 624-6050, TTY: 1-888-577-6690. Additional information is available on the MHRC website at: [www.maine.gov/mhrc/index.shtml](http://www.maine.gov/mhrc/index.shtml)

**14.5. Retaliation Prohibited:**

No employee or official shall be retaliated against for reporting suspected discrimination, sexual harassment or non-sexual harassment or for participating in any part of the complaint process.

If you have any questions concerning this policy, please contact the Town Manager at 207-832-5369 or townmgr@waldoboromaine.org

**15. EMPLOYEE DATING**

The Town of Waldoboro recognizes the right of employees to engage in social relationships with each other, including relationships of a romantic or intimate nature. However, the municipality also recognizes that such relationships can be a problem in the workplace. They may result in favoritism, discrimination, unfair treatment, friction among coworkers, or the perception that they generate such problems.

To try to achieve a balance between employee rights and workplace needs, the Town of Waldoboro has adopted this Employee Dating Policy to apply to supervisor/subordinate dating and subordinate/subordinate dating.

If a dating relationship exists or develops, both parties involved shall report the fact to A) their immediate supervisor or B) human resources.

For the purposes of this policy, a supervisor/subordinate status means a situation where one employee, irrespective of job title or union membership, makes or has the authority to make decisions or to take action concerning another employee's compensation, promotion, demotion, discipline, daily tasks, or any other terms, conditions or privileges of employment with the municipality.

In addition, management reserves the right to address any workplace issues that may result from that relationship in the manner it deems appropriate.

Any employee who violates this policy will be subject to disciplinary action, up to and including discharge. The municipality regards a violation of this policy as particularly serious because such workplace relationships can cause favoritism, discrimination, unfair treatment of others and interference with municipal operations.

Nothing in this policy alters an employees at will status.

**16. EMPLOYEE APPEALS**

**16.1. RIGHT OF APPEAL** Employees below Department Head level of classification have the right to appeal disciplinary action or the interpretation or application of this manual.

**16.2. APPEAL PROCESS** The appeal process shall be as follows:

16.2.1. The employee(s) must first discuss and attempt to resolve his appeal with his/her Department Head. If an immediate solution satisfactory to both cannot be made by the Department Head, the employee shall put the appeal in writing. The Department Head must render a written decision to the employee within ten (10) calendar days and shall send a copy of the appeal and the decision to the Manager.

16.2.2. If the employee(s) is unsatisfied with the written decision of the Department Head, s/he may file a formal appeal in writing to the Manager within ten (10) calendar days of the Department Head's reply. This appeal must include a statement of the problem, why s/he is unsatisfied with the Department Head's decision and the desired result. The Manager shall render a written decision within ten (10) calendar days of the receipt of the appeal.

**16.3. TIMELINESS OF APPEAL** All appeals shall be commenced not later than thirty (30) days after the occurrence of the event giving rise to the grievance, or within thirty (30) days after the time such event became known to the employee(s), whichever is later.

**17. PERSONNEL MANUAL AMENDMENTS /NON-CONTRACTUAL**

**17.1. POLICY REVIEW** - The personnel manual will be reviewed at least annually and more often, if needed.

**17.2. AMENDMENT PROCEDURE** - The Manager, or the Board of Selectmen on its own initiative, may propose amendments to this manual. All proposed amendments to this manual will normally be posted 10 days prior to any amendment action being taken. Comments concerning any proposed amendment may be submitted to the Board of Selectmen.

**17.3.** No provision of this manual shall create, or be deemed to create, a vested contractual right in any employee, nor to limit the power of the Board to amend or repeal these rules at any time.

**18. SEVERABILITY**

The invalidity of any provision of this manual shall not invalidate any other part.

**19. EFFECTIVE DATE**

The effective date of this manual shall be July 1, 2012 and shall supersede and rescind the Personnel Manual adopted July 1, 1981 and all amendments issued thereto, shall supersede and rescind the Harassment Policy adopted July 1, 2000 and all amendments issued thereto, and shall supersede and rescind the Policy for Stipend for Non-Enrollment of Employee or Employee and Dependents adopted February 10, 2009 and all amendments issued thereto.

Select Board:  
Town of Waldoboro, Maine

---

Clinton E. Collamore, Chair

---

Joanne Minzy, Vice-chair

---

Robert L. Butler

---

Abden S. Simmons

---

Katherine W. Winchenbach

Approved: June 12, 2012  
Amended: September 11, 2012  
Amended: December 12, 2017