

MEDFIELD.TV

PERSONNEL POLICIES AND PROCEDURES

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MEDFIELD.TV PERSONNEL POLICIES AND PROCEDURES

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PERSONNEL POLICIES AND PROCEDURES

December 11, 2023

POLICY 1: GENERAL PROVISIONS

PURPOSE OF POLICIES AND PROCEDURES

The purpose of this Personnel Policies and Procedures document ("PP&P") is to promote understanding, cooperation, efficiency and unity among the employees of Medfield Community Cable Access Corporation, Inc. ("Medfield.TV"). It is not intended to be, nor does it represent, any kind of employment contract or agreement.

Section 1.02 DISTRIBUTION

Each regular (full time, part time) employee should be given a copy of the most up to date PP&P at the time of initiating employment. Medfield.TV should provide any changes to the PP&P to regular employees in a timely manner. Employees under contract shall be subject to the terms of their contracts and this PP&P shall not apply. Itinerant and temporary employees have not been granted regular status and are not subject to those portions of this PP&P that are exclusively indicated as applying to regular full and/or regular part time employees. A copy of the current version of the PP&P should be available for public review at the Medfield.TV office during regular business hours.

Section 1.03 EMPLOYEE REVIEW

Each employee is responsible for becoming familiar with the provisions of the PP&P. Any questions regarding the interpretation or application of the personnel rules should be directed to the Executive Director. Failure to be familiar with these policies and procedures will not be an excuse for failure to comply with them.

Section 1.04 AMENDMENTS

Each employee should understand that the provisions of the PP&P as originally presented to the employee are subject to change solely at the discretion of Medfield.TV. Therefore, the terms and conditions of employment, to the extent affected by the provisions within this document, are subject to change from time to time.

The Executive Director may prepare amendments to the PP&P. Any amendments will become effective upon approval by the Board of Directors ("Board") and should be distributed to all regular employees.

To the extent that any provision of the PP&P runs counter to applicable law, that provision is not enforceable and is severable from the rest of the PP&P.

POLICY II: APPLICATIONS FOR EMPLOYMENT

Section 2.01 RECRUITMENT AND SELECTION

Subject to review and approval of the Board, the Executive Director may fill vacant positions. When authorized by the Board, the Executive Director will establish a procedure for recruiting and selecting individuals to fill vacant positions.

Section 2.02 EQUAL EMPLOYMENT OPPORTUNITY

Medfield.TV endeavors to be non-discriminatory in its hiring and personnel practices with respect to race, color, religion, gender, gender identity, sexual preference, national origin, age, disability or military service; and affirms, to the extent required by law, the right of equal employment opportunity for all persons.

Section 2.03 LIFE OF APPLICATIONS

An application or resume submitted for employment for an announced open position shall be kept until the position is filled, and may be kept on file longer. An application or resume submitted for employment on speculation shall be kept on file for at least thirty days.

POLICY III: EMPLOYMENT CLASSIFICATIONS

Section 3.01 TYPES OF EMPLOYMENT

Full time employees are employees whose normal hours of work are thirty-five (35) hours or more per week, indefinitely.

Part-time employees are employees whose normal hours of work are less than thirty-five (35) hours per week, indefinitely.

Full time and part time employees, collectively, are called “**regular employees**,”

Contractors are individuals who are working for Medfield.TV under a contract with Medfield.TV. Under employment law, Medfield.TV may be required to treat some contractors as employees for some purposes, such as tax withholding and workers’ compensation. Medfield.TV makes the necessary determinations with contractors on a case by case basis. Contractors are not eligible for employee benefits, vacation, holiday pay or sick leave under this PP&P.

Itinerant employees are employees hired for temporary or occasional work on an as-needed basis. Itinerant employees are not eligible for employee benefits, vacation, holiday pay or sick leave under this PP&P.

Student interns are individuals who receive educational credit or valuable career experience in return for their participation with Medfield.TV. Internships may be offered with no compensation, a stipend, or a wage, depending on circumstances, educational objectives and applicable law. Student interns are not eligible for employee benefits, vacation, holiday pay or sick leave under this PP&P.

Regular employees, Probationary employees – See Section 3.0.2 *Employment Status*

Volunteers are not employees and are subject to the Volunteer Code of Conduct.

Section 3.02 EMPLOYMENT STATUS

Regular employees are those who have successfully completed their initial probationary period, as demonstrated by a performance evaluation of satisfactory or better.

Probationary employees are those who are experiencing a working test period. They may be newly hired employees (“Initial Probation”) who are candidates for regular employment, or regular employees who have changed positions within Medfield.TV (“Transitional Probation”), or employees who have received a probationary warning as a result of unsatisfactory performance (“Performance Probation”). During this time, employees are required to demonstrate by their actual performance their fitness for the duties to which they have been assigned. Probationary employees are not entitled to serve out their entire probationary period and may be relieved of their employment or reassigned at the discretion of Medfield.TV.

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Section 3.03 PROBATIONARY PERIOD

New Employees – Initial Probationary Period

Each new employee is required to serve an Initial Probationary period of six months. At the discretion of the Executive Director and approval by the Board (usually through the Board's Personnel Committee), a new employee's Initial Probationary period may be extended if it is determined that an additional period of observation, remediation and evaluation would be in the best interest of Medfield.TV.

While serving in an Initial Probationary period, full time employees are eligible to earn and use sick leave credit. Vacation credit is accumulated by full time employees during the Initial Probationary period and vests only when the employee has successfully completed his/her probation, after which time the employee may use the vested vacation credit. If an employee leaves prior to completion of the probationary period and any extensions thereof, the vacation credit accumulated during the probationary period is not vested and the probationary employee is not eligible for vacation credit or compensation for vacation credit relating to the probationary period.

A full or part time employee who successfully completes the Initial Probationary period will become a regular employee. Continued employment, however, depends upon the employee's performance and the continuation of the position which the employee holds.

Transitional Probationary Period

Employees who change positions at Medfield.TV are required to serve a six (6) month Transitional Probationary period. At the discretion of the Executive Director, with Board approval (usually through its Personnel Committee), the Transitional Probationary period may be extended for a maximum additional time of three months.

Employees serving a Transitional Probationary period retain access to already accumulated vacation credit and are eligible to earn and use and vacation leave credit during their probationary period.

An employee with unsatisfactory probationary performance may, at the discretion of Medfield.TV,:

- be returned to the position in which the employee served prior to the promotion/transfer, provided that an appropriate vacancy exists; or,
- be offered another position for which the employee appears to be qualified; or,
- be removed from employment with Medfield.TV

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Performance Probationary Period

Any employee may be placed on Performance Probation by the issuance of a Performance Probationary Warning as a result of disciplinary action or unsatisfactory job performance evaluation. The employee's supervisor, with the approval of the Executive Director may initiate this action. The duration of the Performance Probationary period shall be established on a case by case basis at the discretion of the Executive Director.

A full time employee who has accumulated vacation credit prior to a Performance Probationary period retains access to all previously accumulated vacation credits, subject to the regular use and expiration rules for vacation credit. Vacation credit accumulated during the Performance Probationary Period does not vest until and unless the employee successfully completes the probation.

Employees who do not complete the Performance Probation period with at least a satisfactory rating may be dismissed.

POLICY IV: COMPENSATION

Section 4.01 JOB DESCRIPTION

Under the direction of the Executive Director and with the advice and consent of the Board (usually through its Personnel Committee) job descriptions shall be prepared and maintained for each position at Medfield.TV. Job descriptions may be changed with advance notice given to the employee.

Section 4.02 WAGE AND SALARY INCREASES

It is the objective of Medfield.TV to pay employees at rates that are commensurate with the marketplace for similar work. Wages and salaries shall be reviewed annually, typically near the employee's anniversary with Medfield.TV and adjustments, if any, may be made to the employee's wage or salary taking into account the market value and the quality of the employee's performance.

Any wage or salary increases for employees are contingent upon the recommendation of the Executive Director and the approval of Board, with input from the employee's supervisor, if other than the Executive Director.

Section 4.03 BONUSES AND INCENTIVES

From time to time, Medfield.TV may offer financial bonuses or other incentives to reward exceptional performance or behavior. Such bonuses and/or incentives are offered on a one-time-only basis and the issuance of a bonus and/or incentive is not a promise or guarantee that another bonus and/or incentive will be offered to the same or other employee at any time in the future.

Section 4.04 PROMOTIONS AND POSITION CHANGES

All promotions and changes of position granted to existing employees will be made at the recommendation of the Executive Director with the approval by the Board.

Employees receiving promotions or changes of position will serve a probationary period in accordance with Section 3.03 (Promotional Probationary Period) of the PP&P. No promotional appointment or position change will be final until the employee has satisfactorily completed the probationary period.

Section 4.05 GARNISHMENT OF WAGES

An employee's wages will be garnished when the Executive Director receives a legal Court order mandating such action.

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Section 4.06 COMPENSATORY TIME AND EXTRA TIME

Regular full time employees paid by the hour may accrue compensatory time for hours worked in excess of their specified work week, subject to the approval of the Executive Director and applicable law. The accrued compensatory time will be taken within 30 days of accumulation and cannot be carried over past the 30-day period without the written approval in advance of the Executive Director.

Regular full time employees who are salaried may adjust their schedules to fulfill their responsibilities, subject to the approval of the Executive Director and applicable law. Accrued schedule adjustments will be taken within 30 days of accumulation and cannot be carried over past the 30-day period without the written approval in advance of the Executive Director.

Regular full time hourly employees, to the extent required under state law, shall receive overtime pay (time and a half) for time in excess of 40 hours worked per week. Overtime work must be approved in advance by the Executive Director.

POLICY V: EMPLOYEE BENEFITS

Section 5.01 HEALTH INSURANCE BENEFITS

Medfield.TV offers group health insurance benefits to Regular, Full-time employees who have successfully completed the six-month Initial Probationary period. Medfield TV will cover 50% of the employee's health insurance premium, or up to \$3,000, whichever is less. Employees that are not considered Regular, Full-time employees are ineligible for health insurance benefits through Medfield.TV. Employees declining health insurance benefits must sign the insurer's waiver and will not receive any stipend.

Section 5.02 WORKERS' COMPENSATION

The Workers' Compensation Law of Massachusetts covers employees for injuries sustained in performance of the job. All claims for Workers' Compensation should be filed through the Executive Director. Medfield.TV shall maintain workers' compensation insurance as required by law.

Section 5.03 UNEMPLOYMENT COMPENSATION

Unemployment Compensation shall be provided as required by State law.

POLICY VI: ALLOWANCES

Section 6.01 AUTOMOBILE REIMBURSEMENT

Employees who use their vehicles in the conduct of official business will be compensated at the rate established by the Treasurer as approved by the Board. All requests for reimbursements must be in writing to the Executive Director and within one month of accruing the mileage. Commuting to/from work is not included.

Section 6.02 HOST EXPENSES

Medfield.TV may occasionally find it appropriate to host non-employees in the course of Medfield.TV business, thereby incurring expenses for meals, transportation or lodging. In such cases that an employee incurs such expenses, reimbursement shall be allowed on an actual expense basis with the prior approval of the Executive Director.

Section 6.03 TRAVEL EXPENSES

Directors, members and employees of Medfield.TV who are approved to travel on Medfield.TV business will be reimbursed for reasonable expenses incurred in accordance with the provisions of this policy subject to budget constraints.

When practicable, Medfield.TV should book and pay directly for travel expenses such that the employee is not burdened with large reimbursable expenses; however, the employee is expected to take responsibility for successfully completing the travel and performing the business purpose of the trip, and Medfield.TV may charge the employee back for unused, unrefundable expenses incurred by Medfield.TV as a result of irresponsible behavior by the employee. If the employee pays an authorized travel expense, the employee must submit to the Executive Director proof of the expense within 30 days of incurring the expense in order to be reimbursed.

Expenses Approved for Reimbursement

- **Transportation:** Travel will be authorized for that mode of transportation which is in the best interest of Medfield.TV. Generally, this will mean the least expensive mode of travel unless determined otherwise by the Executive Director for the convenience and necessity of Medfield.TV.
 - When air transportation is authorized, it shall be by "coach" air fare.
 - Reimbursement for toll charges and parking, including airport parking, will be allowed if the travel is approved in advance and receipts are submitted. Costs for traffic fines or parking violations are not reimbursable.
 - No matter what mode of travel is authorized, expenses for local transportation, such as bus or taxi fares, will be reimbursed only when such expenses are necessary for approved functions.
 - Unused portions of airplane, railroad and bus tickets and the like are subject to refund to Medfield.TV.

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- **Lodging:** Expenses will be allowed for adequate lodging when accompanied by a properly executed receipt. Hotel or motel accommodations are limited to medium-priced rooms. When an official or employee is accompanied by a non-employee, such as family member, reimbursement will only be made on a single room rate, which must be indicated on the hotel or motel receipt.
- **Meals:** Officials and employees of Medfield.TV may be reimbursed for meals on a per diem basis while traveling on Medfield.TV business. The total meal allowance per day will be at the current state employee authorized rate. Travel includes at least one overnight stay and may have partial per diem rates for partial days of a travel itinerary.
- **Telecommunication:** Telephone calls, internet access, email and messaging, and other telecommunications services while traveling or on official business will only be reimbursed if such communications were necessary for official Medfield.TV business.
- **Tips and Gratuities:** It is understood that in traveling it is appropriate to give gratuities. A reasonable amount is permitted, based on customary tipping at the location of the tip and for the services being tipped, and in no case to exceed eighteen percent (18%) of the before-taxes and fees cost of the service, or that which is customary for the services of porters, skycaps, and the like.
- **Registration Fees, Books. Etc:** Fees charged for registration at any approved convention or meeting are allowed for reimbursement and such registrations become property of Medfield.TV, subject to reassignment or cancellation by Medfield.TV at the discretion of the Executive Director. A receipt of the fee should be included with the expense report. Officials, members or employees attending conventions are requested to file a copy of the convention program or some other evidence showing the name, dates, purpose and place of the meeting. Books or pamphlets offered for sale which are not required conference materials and purchased at conventions or conferences will not be reimbursed.
- **Sundry Expenses:** Other expenses necessary for the successful completion of Medfield.TV business, such as postage and parking, may be reimbursed on a case by case basis at the discretion of the Executive Director.

Non-Reimbursable Expenses

- Specifically prohibited are reimbursements for the purchase of entertainment not included in a convention program, personal items and alcoholic beverages.
- Reimbursements for expenses of family members who accompany the official or employee on a trip are also prohibited.

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Section 6.04 PROFESSIONAL DEVELOPMENT

Medfield.TV offers opportunity and encouragement to employees who desire to further develop their skills and keep abreast of new techniques and advancements in the field. Selection of relevant seminars and conferences and the determination of who will attend will be made by the Executive Director, subject to the availability of funds and benefit to Medfield.TV.

Within budget limitations, regular full time employees may receive reimbursement for, or a subsidy of, the tuition for job-related courses. Tuition reimbursement must be approved in advanced by the Executive Director and the Board.

Tuition reimbursement guidelines

1. The course or courses must be taken from an accredited or approved college, university, secondary school, technical institute or trade school or from a professional development organization that offers some form of recognized professional development unit credit for participation;
2. The course(s) must be directly related to the employee's current position or to the employee's professional development objectives established with the employee's supervisor, or must be part of a degree program related to the employee's current position;
3. The maximum amount that Medfield.TV will pay in tuition reimbursement for any college level course will be 75% of the cost of the course.
4. No reimbursement will be made for undergraduate course in which the grade received is less than a "C" or for graduate courses in which the grade received is less than a "B".
5. The employee will receive the appropriate amount of reimbursement following the submission of proper documentation attesting to the satisfactory completion of the course.
6. The maximum amount which an employee may receive in any one calendar year is \$1,000 subject to the availability of funds and the needs of Medfield.TV.

Notwithstanding the above, employees who are required or directed by their supervisor or the Executive Director to attend training courses shall have the tuition for the course paid for by Medfield.TV. Medfield.TV does not offer tuition reimbursement for employees other than those required or meeting the criteria of this section 6.04.

POLICY VII: ATTENDANCE AND LEAVE

Section 7.01 HOURS OF WORK

While full-time employees normally work a specified number of hours between thirty-five (35) and forty (40) hours per week, the supervisors and/or the Executive Director, to accommodate the needs of Medfield.TV, shall develop specific work schedules. Every employee may, on occasion, be required to work some shifts off their regular schedule, such as on nights, weekends, and holidays. Every effort will be made to accommodate individual work schedule requests, but the nature of Medfield.TV business may make it impossible to grant all such requests.

The Executive Director is responsible for ensuring that accurate time and leave records are maintained for all employees.

All employees are expected to be present on their jobs during their scheduled hours of work. If an employee must be absent from work, it is that employee's responsibility to inform his/her supervisor or the Executive Director of the absence prior to his/her scheduled work time.

Unauthorized absence (i.e. absence without approved leave) will constitute cause for disciplinary action, up to and including dismissal.

Section 7.02 HOLIDAYS

Medfield.TV will observe the following days as paid holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Patriot's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
The day after Thanksgiving (or another day between Thanksgiving and New Years as determined for each employee by the Executive Director)
Christmas Day

The Executive Director is authorized to make adjustments in the holidays designated above, particularly when any of the designated days fall on a Saturday or Sunday, providing that there are a total of thirteen (13) paid holidays for any one calendar year.

Contract employees, part-time employees, and itinerant employees will not be compensated for holidays.

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Section 7.03 VACATION CREDIT

Accrual: Medfield.TV employees will accumulate paid vacation credit as follows:

Full-Time employees

1st year – 5 days during 6-month probation, vested after successful completion of probation
5/6 day per month through end of first year of employment.

2nd year - 5/6 days per month

3rd year and after – 1.25 days per month

Vacation credit accrues on the day of the month that corresponds to the hire date of the employee. For instance, an employee's anniversary date is April 20th. On May 20th of the employee's third year, 1.25 days of vacation credit accrues. Accrual for anniversary dates on the 29th, 30th and 31st of the month fall to the last day of any calendar month that has fewer days.

Vacation credit expires 18 months from the date of accrual. In the previous example, the 1.25 days accrued on May 20th of year three is available until November 20th of year four (18 months).

Employees may not take pay in lieu of taking vacation time. Contract employees, part-time employees, itinerant employees and student interns do not accrue vacation credit. Part time employees may arrange with the Executive Director for unpaid time off in lieu of paid vacation.

All requests for vacation must be submitted to the supervisor and/or Executive Director at least two full weeks (14 days) prior to the beginning of such leave. Vacation will be approved at the discretion of the Executive Director based on staffing requirements and the needs of Medfield.TV.

This section also applies to the Executive Director, except that the Executive Director shall make arrangements and obtain required approvals from the Board of Directors.

Section 7.04 SICK OR PERSONAL LEAVE

Accrual

All regular full time employees are entitled to a maximum five (5) paid days of sick or personal leave per calendar year at the discretion of the Executive Director. Unused days are not cumulative or available for financial exchange.

Use

Sick or personal leave may not be used as vacation leave or extra time off, but may only be used for absences due to illness, injury, exposure to contagious disease, pregnancy and to illness or dental or doctors' appointments. The abuse of sick leave is grounds for discipline, up to and including dismissal.

The Executive Director may require a physician's certification as proof of illness or unfitness to work before sick leave compensation is paid. Such certification may omit a description of the actual illness or unfitness to protect the privacy of the employee. However, if an employee has a work-related illness or unfitness, or the employee's illness or unfitness has potential health or safety consequences to Medfield.TV employees, volunteers, Directors or guests, Medfield.TV expects to be informed in a timely manner to enable it to take any action at the workplace that it deems necessary.

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Reporting Requirements

An employee must notify the supervisor or Executive Director prior to the scheduled start of his/her working day the employee will be absent due to illness. If the absence extends beyond one day, the employee must make periodic reports to the Medfield.TV office of his/her progress and the anticipated date of return. Failure to notify Medfield.TV office of the reason for the absence may be grounds for refusal to pay sick leave compensation. The Executive Director shall maintain sick or personal leave records.

Section 7.05 FUNERAL LEAVE

Any probationary, full time or part time employees may receive up to three days of paid leave, not to be deducted from accumulated sick or personal leave or vacation leave credits, to attend the funeral of a member of the employee's immediate family, including significant others as approved by the Executive Director. (Significant others are persons with whom the employee had a close emotional relationship who does not fit the categories below, such as a close God-parent, a significant mentor, a common-law spouse, a close current or former dependent or guardian)

For purposes of this policy, immediate family includes:

Spouse, significant other
Child, stepchild
Parent, parent-in-law, step-parent
Brother, brother-in-law, step-brother
Sister, sister-in-law, step-sister
Grandparent, grandparent-in-law
Any other members of the employee's family residing in the employee's household.

Up to three (3) days of unpaid leave may be granted to a probationary or regular employee to attend the funeral of a member of the employee's family not included in the definitions set forth above. In lieu of unpaid leave, the affected employee may request the use of accumulated vacation leave or sick or personal leave.

Whenever practicable, any funeral leave, paid or unpaid, shall be approved in advance by the Executive Director.

Section 7.06 MATERNITY/PATERNITY LEAVE

10 days of paid leave may be granted to a full time regular employee for maternity/paternity leave. Probationary (new hire within first 6 months) and part time employees may receive a part time pro rata of 10 days unpaid leave for maternity/paternity. Medfield.TV also honors other maternity/paternity obligations under the laws of the Commonwealth.

Section 7.07 LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay for personal reasons may be granted at the discretion of the Executive Director for a period not to exceed ninety (90) calendar days.

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Upon returning from a leave of absence without pay, the employee may return to his/her previous position, provided that position has not been eliminated. The position may be temporarily filled by an itinerant employee.

For a leave of absence without pay which lasts longer than two weeks, a full time employee may request Medfield.TV continue to pay its share of the employee's benefits so long as the employee pays Medfield.TV his/her share in advance of the payment due dates for the benefits. However, should the employee not return as scheduled at the end of the leave, the employee shall reimburse Medfield.TV for Medfield.TV's share of the cost of such benefits, all or a portion of the cost of which may be deducted from any pay due the employee. No vacation credit accrues during the employee's absence for each anniversary month or portion thereof the employee is absent.

An employee who wishes to return to work earlier than the end of the leave date as set by the employee and the Executive Director shall notify the supervisor and the Executive Director one week in advance of the date he/she wishes to return to work.

Section 7.08 JURY DUTY AND COURT LEAVE

Jury Duty

An employee who is called to serve as a juror in any court or who is subpoenaed as a witness may be excused from work for the time required for the service. The employee will continue to receive his/her regular pay and benefits as required by law. Any fees received by the employee for service as a juror during the period employee is also paid by Medfield.TV, must be reimbursed by the employee to Medfield.TV.

The employee must present official notification or a subpoena to the Executive Director as evidence of jury duty and must provide a telephone number where the employee can be reached.

An employee responding to a jury summons is expected to notify his/her' supervisor each day regarding that day's jury status. When not required to be in court, an employee is expected to return to work.

Job Related Court Appearances

Any probationary or regular full or part-time employee will receive time off without loss of pay when subpoenaed to appear before a court, public body or commission in a matter related to his/her official duties. Any witness fees, equivalent to the employee's regular pay during the period he/she must be in court, must be reimbursed to Medfield.TV within three (3) days of the receipt of such fees.

Other Non-Job Related Court Appearances

If an employee must be absent from work for a court appearance to which he/she is a party, or to appear as a witness or for any other non-job-related reason, and the employee and Medfield.TV cannot adjust the work schedule to accommodate, the employee must use vacation leave, or leave without pay.

POLICY VIII: EMPLOYEE PERFORMANCE AND CONDUCT

Section 8.01 PERFORMANCE EVALUATIONS

Each employee shall be evaluated periodically with regard to the quantity and quality of work performed, the manner in which service is rendered, the employee's contribution to a collegial and productive work environment, the use or abuse of leave privileges and any other standards that fairly measure the employee's performance of the job described in the written job description and in subsequent communications and reviews from the supervisor and/or Executive Director..

Performance ratings from past performance evaluations will be considered in making promotions, adjusting wage or salary, suggesting areas of improvement and remedial action and taking disciplinary actions. A negative performance evaluation cannot be used against an employee after a three-year life period unless it demonstrates a long-continuing or long-repeated cycle of unsatisfactory performance.

Performance evaluations will be regularly scheduled for each employee at the end of any probationary period, and on an annual basis, at the anniversary of the date of hire. To maintain effective communication throughout the year, an employee and/or the Executive Director may request additional reviews as needed or appropriate.

Section 8.02 DISCIPLINARY PROCEDURE

The use of the term "performance" in this PP&P includes all aspects of satisfying the requirements of a job, including productivity, accuracy, quality, timeliness, conduct, reputability, collegiality and the like. While no set of rules can address every situation, the policy of Medfield.TV is to employ a process of performance remediation, which will help the employee to correct unsatisfactory performance. Therefore, it is the policy of Medfield.TV to provide timely feedback on performance events (positive and negative) that are worthy of note. If the supervisor notices a continuing negative trend, the supervisor may initiate a review with the employee to discuss the issue and develop a strategy to help and encourage the employee to improve performance. If unsatisfactory performance persists, the supervisor may begin to impose an appropriate level of discipline depending on the severity of the performance issue(s), such as oral or written reprimands on the lesser extreme, to such things as unpaid time off, seeking professional intervention, or, if necessary, legal or police action . If the unsatisfactory performance persists, the supervisor may continue efforts to help the employee improve and may impose more severe sanctions, up to and including dismissal. However, the type of disciplinary action will be matched to the severity of the offense, and it is possible that a first offense may justify a stiff suspension or even dismissal.

Grounds for remediation and/or discipline include, but are not limited to, incompetence, inefficiency, dishonesty, use and abuse of alcohol or drugs, repeated tardiness or unexcused absences, insubordination, harassing, bullying or other hostile or discourteous treatment of others, neglect of duty, behavior detrimental to the cohesion of and good names of Medfield.TV, and its members, employees and constituents, violation of the criminal laws of the Commonwealth of Massachusetts, the United States of America or other recognized jurisdictions, violation of these rules or other rules of the Executive Director or of the supervisor, any other failure of good behavior, or any acts of misfeasance, malfeasance or nonfeasance in office.

The Executive Director, with Board approval (usually through its Personnel Committee), is the only individual with the authority to dismiss employees.

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Section 8.03 APPEAL OF DISMISSAL ACTION

Any regular employee who has been removed from his/her position may request a hearing before the Board (usually represented by its Personnel Committee). The request must be made in writing and must be received by the Executive Director or his/her designee within five (5) working days of the date of the Executive Director's action. A hearing before the Board will then be scheduled within fifteen (15) days of receipt of the request for an appeal. The decisions of the Board are final.

If the Board rescinds the dismissal, the employee is entitled to back pay for the time not worked between the time of dismissal and the Board's rescission.

If the employee does not appeal a dismissal within the time limit, the employee will be considered to have waived his/her right of appeal and the matter will be considered closed.

Contract employees may not appeal disciplinary actions taken against them. Full time employees who are serving a Transitional Probationary period have recourse to grievance and appeal procedures.

Section 8.04 GRIEVANCE PROCEDURES

Reviewable Issues

To be reviewable under the grievance procedure, an issue must:

Concern matter(s) or incidents that have occurred; result from an act or omission by management regarding work conditions or other aspects of employee-employer relations over which a supervisor has control; arise out of a specific situation or act which has resulted in inequity or damage to the employee.

General Provisions

Grievances may be initiated only by the employee concerned and may not be pursued without the affected employee's consent.

Grievances must be initiated in writing within thirty (30) calendar days from the date of the act or from when the employee became aware of the occurrence. Repeated filing of grievances concerning the same issue, which has been denied, will not be permitted. The employee may designate a representative at any step of the procedure.

Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.

If the grievance involves a group of employees or a number of employees filing separate grievances on the same matter, the grievance may be handled as a single grievance.

Any grievance shall be considered resolved at the completion of any step if all parties are satisfied or if neither party presents the matter to the next step of the procedure within the prescribed period of time.

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Grievance Procedure Steps

Step One: It is the responsibility of employees who believe that they have a bona fide complaint concerning their work conditions to promptly inform and discuss, with their immediate supervisor, in order to in good faith, endeavor to clarify the matter expeditiously and informally at the employee-supervisor level. In this discussion, the employee verbally expresses the problem and the suggested solution. Within five (5) working days, or less, the supervisor shall give an oral response to the employee. A good faith effort shall be made to resolve the problem at this step. All actions by the supervisor should be noted in writing (dates, times and a narrative of discussions) to the employee's personnel file (with notice given to the Executive Director, if he/she is not the supervisor).

If the employee and supervisor cannot reach an agreement on a resolution of the grievance, the employee shall, within five (5) working days or less:

Step Two: Prepare a written Employee Grievance and give it to his/her immediate supervisor. The supervisor will endorse his/her comments therewith and within five (5) working days return it to the employee and provide a copy to the Executive Director (or in the case of the Executive Director being the supervisor, the Executive Director shall endorse and return it to the employee and provide a copy to the Board).

Step Three: If the written response of the supervisor does not result in a resolution of the grievance, Either party may request that a meeting be held with between the grievant, the supervisor and the Executive Director (or in the case that the Executive Director is the supervisor, between the grievant, the Executive Director and a representative of the Board) concerning the grievance. Within five (5) working days of having received the written grievance or the meeting, whichever is later, the Executive Director shall submit his/her response (or the Board's response) to the grievant.

Step Four: If the Executive Director's solution to the grievance is not acceptable, the employee will indicate in writing that review by the Board is requested (if not already performed in Step 3) and forwarded to the Board, within five (5) working days of the grievant's receipt of the Executive Director's response. An employee may request a hearing before the Board's representative(s), prior to the Board's final decision. The Board will provide a final decision to the grievant within ten (10) working days from the date of receipt of the grievance and forward the answer to the grievant.

At any stage in the foregoing process, the Board may at its sole discretion bring in a professional, such as a mediator, a business consultant, or a counselor, to assist with resolving the grievance ("professional intervention"), and the time required for the Board's response may, at the sole discretion of the Board, be extended to accommodate a professional intervention. Any grievance that results in disciplinary action to an employee shall be filed in the personnel file of any employee so disciplined.

POLICY IX: PERSONNEL RECORDS

Section 9.01 PERSONNEL FILE

A permanent personnel file will be maintained for each employee and will remain in the custody of the Executive Director. The personnel file will contain the official employment records of Medfield.TV employees and shall remain confidential to the management and directorship of Medfield.TV, except when Medfield.TV is required by court order to disclose confidential personnel file information to others.

An employee may review his/her personnel file at reasonable times during normal office hours upon request to the Executive Director. Copies of official documents shall be made available to the employee, and shall be clearly marked "Employee's Copy".

Section 9.02 PERSONNEL RECORD CHANGES

In order to insure that the current personnel records are maintained it is the employee's responsibility to notify the supervisor and the Executive Director, in writing, of any change in name, address or telephone number.

Any changes, such as changes in marital status, the acquisition of traffic citations, or conviction of violation of state the law, which may affect Medfield.TV's reputation or ability to conduct its business or those insurance policies and benefits funded in whole or in part by Medfield.TV must be reported to the Executive Director.

Failure to notify the appropriate personnel of such changes may result in disciplinary action.

Due to the nature of the business of Medfield.TV, Medfield.TV reserves the right to request a CORI check on any employee at any time, which shall be added to the employee's personnel file. Any individual whose criminal record is incompatible with the mission and work of Medfield.TV may be excluded from hire and is subject to dismissal.

Section 9.03 REFERENCES

To protect the privacy of employees and former employees and to protect Medfield.TV from releasing potentially confidential employment information, requests received by Medfield.TV for employee information will not be given a response without first verifying with the employee that the request for information is bona fide. Further, Medfield.TV will provide documentable facts regarding the employee's hire and termination dates and job title(s). As a matter of policy, Medfield.TV will not disclose any information about the employee's job performance to third parties without approval from the Board, which approval shall only be granted in extenuating circumstances.

POLICY X: SAFETY AND HEALTH

Section 10.01 SAFETY

It is the responsibility of all Medfield.TV employees to conduct themselves in a safe manner while on the job.

Any employee, who is aware of safety hazards such as unsafe equipment, conditions, conduct or practices by fellow employees must report the situation immediately to his/her supervisor.

Acting in an unsafe manner or failure to note unsafe conditions is a cause for discipline.

Employees who are receiving medication or treatment for an illness, injury, medical or mental condition are required to inform their supervisors of the medication or treatment if there are any potential side effects attributed to the medication or treatment which might present an unsafe condition to the employee, his/her co-workers or the general public.

Employees are also required to inform their supervisors of any condition, which might require special treatment in case of accident or emergency. For their own safety, employees who may be subject to seizures, bleeding, blackouts, coma or other such conditions should advise their supervisors of their conditions. Threats of violence to family or partners of employees should be brought to the attention of the Executive Director if there is a possibility of an resulting impact on the workplace. Medfield.TV does not tolerate workplace violence of any sort.

If there is any question of an employee's ability to operate equipment or to perform certain jobs safely due to a specific condition, the question may be referred to a physician for an opinion. In all cases, the safety of the employees and the general public will be of the highest priority.

The Executive Director will make the final determination of an employee's fitness to work.

Section 10.02 ALCOHOL AND DRUG USE

Reporting to work impaired or under the influence of alcohol or controlled substances, or the use of alcohol or controlled substances during working hours is prohibited and will result in disciplinary action, up to an including dismissal. The storage of alcohol or controlled substances in the workplace is prohibited, except such substances as are prescribed by a medical professional that are necessary for the employee to have at work. The employee shall inform his/her supervisor and/or the Executive Director in advance of such substances and shall follow their instructions for keeping the substances secure from access by others.

Section 10.03 MEDICAL EXAMINATIONS

The Executive Director has the authority to require that an employee produce a note from the employee's personal physician supporting the use of, or request for sick leave, injury leave, or maternity leave. In the event that a request is made for special or light duty work, resumption of regular duty after a significant medical absence or reasonable accommodation for disability, in addition to requiring a physician's note of support, Medfield.TV may require a more detailed report explaining the nature of and reasons for such request so Medfield.TV can determine the appropriate level of workplace accommodation to assist the employee. (Also see Policy VII, Section 7.04.)

POLICY XI: BASIC WORKING CONDITIONS AND PRACTICES

Section 11.01 APPROPRIATE DRESS

While at work, employees must dress appropriately for the work which they perform. Clothing, jewelry, hair and other attire should be safe for the work involved and have a generally neat and professional appearance.

As children participate in Medfield.TV activities, proper work attire shall be that which is suitable for a school environment.

A supervisor may require an employee who is dressed inappropriately to change clothes before continuing work.

Section 11.02 OUTSIDE EMPLOYMENT

Full time employees may not work for other employers (“outside employment”) unless approved by the Executive Director, who shall not unreasonably disapprove such employment. In considering such requests, the Executive Director may consider the effect of the outside employment on the employee's performance, including such effects on attendance, the quality and/or quantity of the Employee's work, the public's confidence in Medfield.TV, and/or whether it could result in a conflict of interest or is disadvantageous to Medfield.TV.

During the course of approved outside employment, the Executive Director may order the employee to terminate such employment when it affects the employee's performance, such as in attendance, the quality and/or quantity of the employee's work, the public's confidence in Medfield.TV, or a result in a conflict of interest or disadvantageousness to Medfield.TV.

Disputes between the employee and Executive Director may be appealed to the Board. The Board, in its sole discretion, shall determine whether a disapproval of outside employment should be overturned or do anything else it determines is appropriate for deciding or resolving the matter. Section 8.04 Grievance Procedures shall apply to an appeal of an outside employment disapproval.

Section 11.03 CREATIVE EFFORTS

Anything created by an employee for Medfield.TV is the property of Medfield.TV licensed under the Attribution-Noncommercial-Share Alike 3.0 United States License (<http://creativecommons.org/licenses/by-nc-sa/3.0/legalcode>)

Section 11.04 RESIDENCE

Although it is a policy of Medfield.TV to encourage employees to live within the boundaries of Medfield, the town of Medfield, residence is not a prerequisite for obtaining or continuing employment.

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Section 11.05 ETHICS OF Medfield.TV EMPLOYEES

The nature of Medfield.TV employment requires that employees be employed for the benefit of the public. Consequently, such employees are bound to observe in their conduct the highest standards of integrity and to faithfully discharge their duties. In recognition of these obligations certain ethical principles shall govern the conduct of all officials and employees of Medfield Community Cable Access Corporation, Inc. Therefore:

No employee shall use his/her position for personal gain other than the wage/salary and benefits obtained as a result of employment, or shall engage in any business or transaction or shall have a financial or other interest, direct or indirect, which is in conflict with the proper discharge of his/her duties;

No employee shall, without authorization of the Executive Director, disclose confidential information concerning the property, governance or affairs of Medfield.TV. Nor shall he/she use such information to advance the financial or other private interest of him/herself or others;

No employee shall accept any gift, whether in the form of service, loan, item or promise from any person, firm or corporation which is interested directly or indirectly in any manner whatsoever in business dealings with Medfield.TV; nor shall an employee accept any gift, favor or item of value that may tend to influence an employee in the discharge of his/her duties or grant in the discharge of the employee's duties any improper favor, service or item of value;

Any employee offered a gift or favor should inform his/her supervisor and/or the Executive Director of the gift offer. No employee shall accept from any contractor or supplier doing business with Medfield.TV any material or service for the private use of the employee;

No employee shall represent private interests against the interest of Medfield.TV in any action or proceedings of which Medfield.TV is a part;

If a member of an employee's family has a connection with a company doing business with Medfield.TV, that employee should inform the Executive Director;

The violation of any provision of this policy may constitute grounds for disciplinary action, up to and including dismissal.

Policy XII: SEXUAL HARASSMENT: STATEMENT OF POLICY

Section 12.01 Policy

As a result of the enactment of M.G.L. Chapter 15 1 B, Section 3A, "An Act Relative to Sexual Harassment and Training in the Workplace", all corporations with six or more employees doing business in Massachusetts are required to adopt sexual harassment policies. Medfield.TV is committed to providing a professional work environment in which all individuals are treated equally with respect and dignity. In keeping with this commitment, Medfield.TV strives to create an atmosphere that promotes equal opportunities and prohibits discriminatory practice including sexual harassment.

Sexual harassment, whether verbal, physical, or environmental and whether in the work place or in other work-related settings, is unlawful and unacceptable. Sexual harassment will not be tolerated. Similarly, any retaliation against an individual who complains about sexual harassment, or against individuals who cooperate with an investigation of a sexual harassment complaint, is unlawful and also will not be tolerated.

This policy covers all employees. For the purpose of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct of sexual nature, when; (1) submission to or rejection of this conduct by an individual is made a condition of employment; or (2) submission to or rejection of this conduct is used as a factor in decisions affecting hiring, evaluation, promotion or other aspects of employment; or (3) this conduct substantially interferes with an individual's employment by creating an intimidating, hostile or offensive environment.

Section 12.02 Definitions

Definitions regarding sexual harassment are broad and will include any unwelcome sexually oriented conduct, whether intended or not, which may include, depending on the circumstances, the following: Subtle or overt pressure for sexual favors; Derogatory or vulgar statements regarding sexuality or gender; Leering; Unwelcome touching, patting, pinching; Whistling or cat calls; Physical assault or coerced sexual acts; Gossip regarding one's sex life; Comments on an individual's body or about one's sexual activity, deficiencies or prowess; Unwanted sexual compliments, innuendoes, suggestions or jokes; and/or Turning work discussions into sexual topics or displaying sexually suggestive visual material.

Both perpetrators and victims of sexual harassment can be of either gender.

Section 12.03 Procedures

Allegations of sexual harassment are taken seriously and receive a prompt response. Where demonstrated that such harassment has occurred, Medfield.TV will act promptly to eliminate the harassment and impose such corrective or disciplinary action as is necessary and appropriate.

Medfield.TV encourages reporting of all incidents regardless of who the offender may be, and encourages anyone who has observed an offensive behavior to report it even if he or she is not the target of the behavior. Individuals who believe they are being harassed should firmly and promptly notify the offender (in front of a witness when practical) that his or her behavior is unacceptable and is unwelcome.

It is also recognized that it may be difficult for individuals to confront the offender. Therefore, any individual who believes that he or she has been sexually harassed should immediately report the incident to the

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Executive Director, orally or in writing. If the complaint is against the Executive Director, or a member of the Board, it should be forwarded to a member of the Board with whom the individual feels most comfortable raising the concern. Upon receipt of a complaint, every reasonable effort to maintain the individual's privacy will be made as the issue is investigated, There shall be a fair and expeditious investigation into the allegation.

The investigation will include a private interview with the person filing the complaint, and separately with any witnesses and with the person alleged to have committed the sexual harassment. If the investigation reveals that sexual harassment did occur, Medfield.TV will act promptly to eliminate the offending conduct, and, where appropriate, will also impose disciplinary action which could include termination from employment. When the investigation is complete, the person filing the complaint will be informed of the results.

If any employee of Medfield.TV, Inc. commits sexual harassment, action appropriate under the circumstances will be taken. Such actions may include: counseling, informal or formal reprimands, written or verbal warnings, suspension, reduction in pay, transfers, reduction in duties or may result in termination from employment.

If an employee, student intern, member or guest believes he/she has been subjected to sexual harassment, in addition to reporting to the Executive Director or Executive Committee, the individual may file a complaint with the following government agencies that handle complaints of sexual harassment:

The United State Equal Employment Opportunity Commission (EEOC)
One Congress Street Suite 1001
Boston, MA 02114
565-3200

The Massachusetts Commission Against Discrimination (MCAD)
One Ashburton Place
Boston, MA 02108
727-3990

Section 12.04 Conclusion

Medfield.TV. developed this policy to ensure that all of its employees can work together in an environment free from sexual harassment. Medfield.TV will make every effort to ensure that all of its personnel are familiar with the policy and know that any complaint will be thoroughly investigated and appropriately resolved.

This policy contains minimum standards. It shall be distributed to all employees annually and to all new employees at the time of hire.

POLICY XIII: SEPARATIONS

Section 13.01 RESIGNATION

To resign in good standing, employees should notify Medfield.TV in writing, a minimum of two (2) weeks prior to the date of departure.

Section 13.02 DISMISSAL

Medfield.TV at the discretion of the Executive Director, shall at a minimum either give an employee being discharged two weeks notice or two weeks pay in lieu of notice, unless the employee is dismissed for cause.

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