

Leyden Select Board Meeting Minutes  
Leyden Town Office Building  
Regular Session  
Monday, December 2, 2024  
5:30 pm

**Select Board Members Present:** Katherine DiMatteo, Jeffrey Baker

Select Board Member Absent: Erica Jensen

**Others Present:** Michele Giarusso, Janell Howard, Aaron Nelson, Bill Brooks, AJ Egloff, Jordan Zukowski

Remote access:

Katherine called the meeting to order at 5:35 pm.

Approve minutes 11/18/2024 and 11/25/24

**Motion:** Jeff moved, and Katherine seconded to approve the 11-18-24 minutes, unanimously approved.

11-25-24 minutes will be reviewed at the next meeting.

Discussion/vote of Personal Policies revisions

**Motion: Jeff** moved, and Katherine seconded to approve section E-21 Insurance Plan revisions, unanimously approved.

**Motion:** Jeff moved, and Katherine seconded to approve section E-3 Paid Time Off and E-3.1 Holiday Compensation revisions, unanimously approved.

**Motion:** Jeff moved, and Katherine to approve section E-3.3 Vacation Compensation revisions, unanimously approved.

**Motion:** Jeff moved, and Katherine seconded to approve section E-3.4 Sick Compensation revisions, unanimously approved.

**Motion:** Jeff moved, and Katherine seconded section E-3.7 Emergency Call revision, unanimously approved.

**Motion:** Jeff moved, and Katherine seconded to approve section F-5.19 revision, unanimously approved.

**Motion:** Jeff moved, and Katherine seconded to approve the proposed changes to D-4 Unscheduled Overtime revisions, unanimously approved.

Discussion/vote of Town Clerk Candidates

Discussion on reference calls for the clerk candidates and feedback from Leyden's town clerk. The reference checks will take some more time before a decision can be made. Next week a decision should be made, it will be on the next agenda.

Town Coordinator and Admin Assistant Reports

- Aaron Nelson from the Mount Grace Land Trust submitted a Conservation Restriction for Warren Facey's land that was approved by the State for the Select Board to sign .
- Select Board reviewed the Consultant Agreement for Management of the Town's Municipal Aggregation Program and Energy-Related Services document – see addendum.

- Michele researched information about the Procurement Conflict of Interest in the Personnel Policy. The conflict of interest policy only applies to procurements made through contracts, not day-to-day procurement of goods and service.
- Michele will be setting up a financial team meeting for December 6th
- Energy Resources will be coming on Wednesday morning to measure every building for Green Communities grant request. This is necessary for the town to be approved for the first allotment of Green Communities money.
- The Center for Technology grant of \$5,000 was received. A television, speakers, and equipment for the Town Hall were purchased for the Town Hall. Also the new backup software will be purchased through the grant. All the money has not been spent yet.
- A policy needs to be created for the Fire Department in regard to the lock box in the Town Hall.
- The compost bin near the woodchip pile is up with a “Compost Bin Leaves only” sign.
- The Annual Report is being printed. A check will need to be issued to pick them up.
- Megan Rhodes and Ryan Cleary came and assessed the town buildings for ADA compliance, they will be writing up a report by the end of January.

**Motion:** Jeff moved, and Katherine seconded to approve the Conservation Restriction for the Warren Facey property to the Mount Grace Land Conservation Trust, unanimously approved.

Jeff baker authorized Janell Howard to sign on his behalf.

**Motion:** Jeff moved, and Katherine seconded to sign the consultant agreement for Management of the Town's Municipal Aggregation program and energy-related services.

ACTION: Katherine will contact Jack Golden to have a MLP meeting.

ACTION: Janell will let Jack know to bring the mics to the town offices.

ACTION: Michele will follow up with a lock box for the town offices and a policy for the use of the lock box for the Fire Department.

ACTION: Michele will see if Jack is available to moderate the Special Town Meeting in January.

ACTION: Michele will look into owl cameras for Town Meetings.

ACTION: Janell will follow up with where we're at for prepayment with Colrain Ambulance.

#### Selectboard Updates

- Discussion on an email from some town clerks about the voting of the School Committee Members from all towns. PVRSD committee members are elected by all towns, not just the town they represent.  
Discussion on the number of representatives from Leyden for the School Committee in the 6-Town Agreement, Leyden would have one representative because the committee would be formed through the apportionment option allowed. Preference expressed that the PVRSD Agreement be written the same way.
- A resident advertised that their house is remodeled and available to rent out as an Airbnb. The resident has been contacted. Sean Cronon from FRCOG will follow up with the resident.

ACTION: Michele will go to the building needs meeting this week and will remind Bill about the meeting.

ACTION: Katherine with contact Jane Dutcher from Bernardston Finance Committee about the PVRSD Agreement prior to the next school committee meeting on December 19<sup>th</sup>.

Agenda for 12/9/24 Select Board Meeting

- Second interview for town clerk candidates.
- MLP Board meeting with Jack.

Jeff moved to adjourn the meeting at 7:24 pm, Katherine seconded. Approved unanimously.

Respectfully submitted,

Janell Howard

Addendum

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**TOWN OF LEYDEN**  
**CONSULTANT AGREEMENT**  
**FOR MANAGEMENT OF THE TOWN'S MUNICIPAL AGGREGATION PROGRAM**  
**AND ENERGY-RELATED SERVICES**

This Consultant Agreement is made and entered into this 2<sup>nd</sup> day of December, 2024, by and between the Town of Leyden ("Town"), a municipal corporation having its principal place of business at 7 Brattleboro Road, Leyden, MA 01301, through its Select Board, and Colonial Power Group, Inc., having its principal place of business at 5 Mount Royal Avenue, Marlborough, MA 01752 ("Consultant"). It is agreed between the parties hereto as follows:

**SCOPE OF SERVICES, DELIVERABLES:** The Scope of Services to be performed by the Consultant shall be all of the services contained in and reasonably inferable from the Request for Proposals (RFP), named Electricity Supply Aggregation Consultant Services, issued by the Franklin Regional Council of Governments in or about March 2018, for a Regional Aggregation Program as supplemented and amended by any written addenda issued, and any proposal submitted by Consultant in response thereto ("Proposal"), all of which are incorporated herein by reference and which, together with this signed Agreement, are collectively referred to as the "Contract" or "Agreement" provided that in the event of any conflict or inconsistency in and between the terms of the RFP and the Proposal, the terms resulting in the better quality and greater quantity of services reasonably determined by the Town, shall control. In addition to, and not in limitation of, any standards set forth in the RFP or Proposal, Consultant shall perform its services using best efforts, and with reasonable diligence and reasonable care.

The Consultant shall fully cooperate with and assist the Town and its agents in connection with the preparation of an aggregation plan and, if applicable, energy plan under M.G.L. c. 164, § 134, including without limitation meeting with representatives of the Town at such times and with such frequency as reasonably necessary; preparing such plans in consultation with the Town and Massachusetts Department of Energy Resources (DOER); soliciting approval of such plans from the Massachusetts Department of Public Utilities (DPU) and the Town's consumers; and preparation of a public-education program regarding such plans. The Consultant represents and warrants that it is an electricity broker licensed by the DPU; that it is thoroughly familiar with all laws and regulations of the Commonwealth of Massachusetts addressing electricity aggregation, as well as the "Guide to Municipal Aggregation in Massachusetts" published by DOER; and that it shall perform all services under this Agreement in accordance with such laws and regulations, as well as all other applicable laws and regulations.

**CONTRACTUAL RELATIONSHIP:** The Consultant shall provide services described in this Agreement. While so performing the services under this Agreement, the Consultant and the Town agree, understand and recognize that pursuant to and for the purposes of M.G.L. c. 149, § 148B, the Consultant is an independent contractor, and, therefore: (1) Consultant is free from the Town's control and direction in connection with the performance of the service, both under this Agreement and in fact; and (2) the service is performed outside the usual course of the business of the Town; and, (3) the Consultant is customarily engaged in an independently established

trade, occupation, profession or business of the same nature as that involved in the execution of the services to be performed by Consultant hereunder.

**APPLICABLE LAW:** This Agreement shall be subject to and construed in accordance with all applicable laws and regulations, which are incorporated herein by reference and shall control in the event of a direct, irreconcilable conflict between the provisions of such laws and regulations and the provisions of this Agreement.

**PAYMENT TERMS AND SCHEDULE:** The Consultant shall, during the term of this Agreement, receive a price of \$0.001 per kilowatt hour (kWh) for each kWh purchased by a participating consumer under the Town's aggregation plan. Said price per kWh shall be the complete price for all services furnished and all expenses incurred by the Consultant, and shall be paid directly to the Consultant by the Competitive Supplier. The Town shall not have any liability with respect to such payment, including without limitation in the event of any failure of the Competitive Supplier to make such payments. Notwithstanding the foregoing, the Town may, before the execution of any contract with any Competitive Supplier, and in its sole discretion, elect to discontinue, at any time and for any reason, its plan of aggregation, and in such event, terminate this Agreement without any liability. In the event the Town enters into a contract with a Competitive Supplier, nothing in this Agreement shall prevent the Town from terminating such contract with the Competitive Supplier and, thereafter, this Agreement without any liability.

**TAX COMPLIANCE:** The Consultant, by signing this Agreement, hereby certifies under penalties of perjury, in accordance with M.G.L. c. 62C, § 49A, that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

**UNEMPLOYMENT CONTRIBUTION:** The Consultant complies with all laws of the Commonwealth of Massachusetts relating to unemployment contribution or payments in lieu of contributions in accordance with M.G.L. c. 151A, § 19A.

**DEBARMENT; NON-COLLUSION:** The Consultant certifies under penalty of perjury that the said undersigned is not presently debarred from entering into a public contract in the Commonwealth of Massachusetts under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the Massachusetts General Laws or any rule or regulation promulgated thereunder; and that its bid or proposal, if any, submitted in response to the any solicitation culminating in this Agreement was made and submitted in good faith and without collusion or fraud with any other person (as used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals).

**INDEMNIFICATION:** In addition to all other rights and remedies available to the Town, Consultant agrees as follows: The Consultant, at its expense, shall to the maximum extent permitted by law, indemnify and save harmless the Town, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses (including reasonable attorney's fees) for any personal injury or

property damage or other damages that the Town may sustain which arise out of or in connection with the performance of this Agreement by the Consultant, its employees, agents or other persons acting on Consultant's behalf or for whom Consultant is responsible, including but not limited to negligence and/or reckless or intentional conduct of the Consultant, its agents, officers, employees, sub-consultants, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification obligation. The Consultant further agrees to reimburse the Town for damage to the Town's real or personal property caused by the Consultant, its employees or agents, unless damage is caused by the Town's gross negligence or willful misconduct. After prompt notification of a claim by the Town, the Consultant shall have a reasonable opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The Town shall not be liable for any costs incurred by the Consultant arising under this paragraph.

**INSURANCE:** The Consultant shall maintain, during the full term of this Agreement, the insurance set forth below. Such insurance shall be written on an occurrence basis, be primary and non-contributory, and shall provide by endorsement that the Town is added as an additional insured to the General Liability policy, that Consultant waives rights of subrogation, and that the Town shall receive advance written notice of any cancellation of any such insurance policy.

General Liability

\$1,000,000 per occurrence

\$2,000,000 aggregate

Automobile Liability

\$1,000,000 hired/non-owned autos

Workers' Compensation Insurance

\$1,000,000 employer's liability limit

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

Umbrella Liability Insurance

Minimum Coverage \$3,000,000 per occurrence

Prior to commencement of any work under this Agreement, the Consultant shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

**ASSIGNMENT PROHIBITED:** The Consultant agrees that it will not be permitted to assign, subcontract or underlet the Agreement, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Select Board.

**AMENDMENTS OR CHANGES:** Any amendments or changes to this Agreement must be in writing and signed by officials with authority to bind the Consultant and the Town.

**ABANDONMENT OF WORK OR OTHER DEFAULT:** The Consultant agrees that any failure of Consultant to perform, timely and properly, all services required by this Agreement, such as, without limitation, Consultant's abandonment or delay of services, or Consultant's failure to supply required reports after the date of execution of this Agreement, shall be a breach of this Agreement for which the Town may terminate the Agreement under the provision for termination below. The Town may, in the event of such termination, or in lieu of termination but without waiver of its right to terminate the Agreement, and by whatever legal remedies are available to it, complete or cause to be completed, the work or services not performed (or not properly or timely performed) by Consultant, and the Consultant shall be responsible for the entire cost of the Town's completion of such work or services. Consultant shall forthwith pay such costs to the Town, as well as any and all losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Town by reason of completing such work or services. In such event, except as may be required by law, the Town shall have no obligation to have such work and services performed at the lowest price.

**PROCUREMENT ERRORS:** If errors in the procurement or bidding laws or regulations of the Commonwealth, whether said errors were made by the Consultant or the Town, are found to exist by any agency of the Commonwealth or by any court of competent jurisdiction, this Agreement may be voided by the Town without liability. The Town makes no representations concerning the applicability or inapplicability of any procurement or bidding laws to this Agreement.

**TERMINATION:** This Agreement shall expire on the date specified in this Agreement, below, unless the Agreement is terminated earlier. The Town may terminate this Agreement without liability upon seven (7) days' advance written notice to Consultant for any of the following reasons:

1. Breach of the Agreement by the Consultant.
2. For the Town's convenience, including if the Town decides, in its sole discretion, to cancel the aggregation program.
3. If the Town terminates any electricity supply contract entered into by the Town for the aggregation.
4. For any other reason permitted by law.

**SEVERABILITY:** The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or if any court of competent jurisdiction holds any provision unlawful or not legal, the remaining provisions shall remain in effect, unless such invalidity materially and adversely affects an essential purpose of this Agreement, in which event the entire Agreement shall be deemed invalid.

**ENTIRE AGREEMENT CLAUSE:** The Town and the Consultant agree that this Agreement and its attachments constitute the entire Agreement between the Town and the Consultant, and no other binding agreement exist other than those incorporated herein.

**DURATION OF AGREEMENT:** It is agreed the duration of this Agreement shall be 5 years with options to renew/extend up to an additional 5 years. These options are exercisable solely at

the Town's discretion. It is understood and agreed that there is no financial contractual obligation of the Town in this Agreement or in any years subsequent to the fiscal year in which this Agreement is executed.

**INTERPRETATION/ENFORCEMENT:** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to laws or principles concerning conflicts-of-laws, and any litigation arising hereunder shall be brought solely in the state courts of the Commonwealth, to whose jurisdiction the parties assent, waiving any objection to forum or venue.

**IN WITNESS WHEREOF**, the said Consultant, and the said Town hereto set our hands and seals.

**FOR THE CONSULTANT  
BY:**

\_\_\_\_\_  
Mark Cappadona, President

**Date:** \_\_\_\_\_

**FOR THE TOWN OF LEYDEN  
BY ITS SELECT BOARD:**

\_\_\_\_\_  
~~Glenn Caffery, Chair~~

*Katherine DiMatteo*  
\_\_\_\_\_  
Katherine DiMatteo, Member *Chair*

*Jeremy Baker*  
\_\_\_\_\_  
~~Eric Jensen, Member~~

*Jeremy Baker*  
**Date:** *12/2/24*

# PERSONNEL POLICY MANUAL

Town of Leyden

Revised and adopted  
September 9, 2024

As of September 9, 2024, the policies, procedures and benefits contained in this Personnel Policy Manual supersede all previous policies, procedures and benefits of the Town of Leyden, except as provided by collective bargaining agreement, or individual employee services agreement. Collective Bargaining unit employees and employees covered under an individual employee services agreement should consult the terms of their applicable agreement.



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#### **SECTION A: INTRODUCTION**

Welcome to The Town of Leyden (“the Town”). It is our goal to make the workplace a mutually beneficial and pleasant one for employees as well as residents of the Town. As you begin your employment with the Town, we invite you to read and become familiar with the contents of this Personnel Policy Manual ("Manual"). Please read it carefully and keep it for future reference.

***Equal Opportunity Employer:*** The Town of Leyden is an equal opportunity employer and will not discriminate in hiring or employment based on a person’s race, color, religion, ancestry, age, sex, sexual orientation, gender identity, national origin, veteran status, disability status or any other protected class under the law.

***Personnel Administration:*** The Town Coordinator handles personnel records and related personnel administration functions on behalf of the Town. Questions regarding insurance, wages, and benefits should be directed to the Town Treasurer. Questions regarding the interpretation of the Manual should be directed to the Town Coordinator. Final authority on personnel policies including this Manual, job descriptions, hiring and firing, evaluations, wages, and benefits resides with the Select Board, unless as otherwise provided by law.

**Applicability:** This Manual shall apply to all Town departments and to all positions and all employees. Employees can be full-time or part-time, temporary, seasonal, special, intermittent, elected, appointed or volunteer, or any other type of employment, unless otherwise covered by separate employment agreements between the Town or any individual.

This Manual contains information about the Town of Leyden employment policies and practices. The policies outlined in this Manual are management guidelines only, which will require changes from time to time. The Town retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Town. This Manual supersedes and replaces any and all prior personnel policies and any inconsistent verbal or written policy statements.

Except for the policy of at-will employment, which can only be changed by the Select Board in a signed written contract, the Town reserves the right to revise, delete and add to the provisions of this Manual at any time without further notice. No oral statements or representations can change the provisions of this Manual. This Manual is not intended to create contractual obligations with respect to any matters it covers, and this Manual does not create a contract guaranteeing that any person will be employed for any specific time period. Nothing in this Manual is created to infringe on any available legal rights.

**At-Will Employment:** The Town adheres to the policy of employment-at-will, which permits the Town or the employee to terminate the employment relationship at any time. Nothing contained in this Manual should be construed to create an employment agreement or promise of employment between any at-will employee and the Town.

**Severability:** If any provision of this Manual shall conflict with any law or regulation applicable to any position, or any other law, it shall be deemed modified by the law or regulation. The invalidity of any provisions hereof shall not be construed to invalidate any other provision of this Manual.

## **SECTION B: RECRUITMENT AND SELECTION**

### **Section B-1: Recruitment**

The Town is an equal opportunity/affirmative action employer. The Town is committed to equal opportunity for all persons regardless of race, ethnicity, color, religious creed, national origin or ancestry, gender, gender identity or expression, sexual orientation, genetic information, pregnancy, veteran status, age, disability, or any other protected status defined by law. All persons, subject to any statutory requirements or limitations on the position, shall be eligible for employment with the Town.

#### **Section B-1.1: New Posting/Vacancy**

Emergency appointments may be made if deemed necessary by the Select Board. Generally, such openings may be advertised in the local newspapers and any town newsletter that may exist at the time.

Internal posting of a vacancy shall be made to ensure that qualified current employees have the opportunity to apply. The Select Board and the Town Coordinator shall ensure that notices of vacant positions are posted on the Town Bulletin Board and the Town website for ten (10) calendar days. External advertisement of the position may be done concurrently.

All applicants for employment with the Town are required to complete a Town Job Application Form. A detailed list of required employment forms is available from the Town Coordinator.

Upon receiving applications the Select Board shall conduct such interviews as they deem appropriate prior to hiring the person they decide is best suited for the position. During the interviews the applicant will be given a written job description and be informed of the terms and conditions of employment including salary, fringe benefits and other relevant policies.

#### **Section B-1.2: Pre-Employment Screening**

As a condition of employment, the Select Board or designee may require a job-related examination or testing as one part of the selection process. Examinations may be written, oral, practical, physical or any combination thereof and shall be relevant to the requirements of the position. Prospective employees may be requested to submit to three days of "on-the-job" paid testing, during which they will be required to demonstrate their proficiency in the various job skills required for the position.

For positions that require pre-employment physicals, prior to the first day of employment, an employee will be required to have a physical examination by a Town-designated physician. All public safety positions, all positions involving the operation of a motor vehicle or power equipment, and all positions requiring an employee to lift more than twenty-five pounds on a regular basis may be required by the Town to pass a pre-employment physical examination.

The examining physician must return a completed physical examination form to the Department Head before work begins, indicating the employee's physical ability to perform the essential functions of their job with or without reasonable accommodation for employment with the Town.

The Town reserves the right to withdraw a conditional offer of employment made to an applicant if they fail the pre-employment physical.

All employees seeking a promotion may also be required by the Department Head or Select Board to undergo skill tests in order to demonstrate the ability to perform all of the essential functions of a position with or without reasonable accommodation.

#### **Section B-1.3: Employment Forms**

The United States Immigration and Reform Act requires all employers to verify employee citizenship and employment eligibility. The employee is required by law to complete the Employment Eligibility Verification Form (I-9) available from the Town Treasurer before receiving the first paycheck. Original documents that establish both identity and employment eligibility must also be provided, for example a U.S. passport or both a driver's license and a certified birth certificate. In addition, an employee must complete a W-

## 4 (tax withholding) form. For a list of other required documents, employees should contact the Treasurer.

State and Federal laws require that any employee under the age of 18 who has not graduated from high school must have a work permit. No one under age 16 will be employed by the Town.

Certain employees, as designated by the Town Treasurer or in accordance with statutory requirements, who are required to handle cash, must be bonded. Further details are available from the Treasurer.

### **Section B-1.4: Background and Reference Checks**

To ensure that individuals employed by the Town are well qualified and to ensure that the Town maintains a safe and productive work environment, it is the practice of the Town to conduct pre-employment background checks on all applicants who accept a conditional offer of employment. Background checks may include verification of any information on the applicant's résumé or application form.

All offers of employment are conditioned on receipt of a background check report that is acceptable to the Town. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead the Town to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Additional checks such as driving record or credit report may be made on applicants for particular job categories at the Town's discretion.

The Town also reserves the right to conduct a background check of current employees to determine eligibility for promotion or reassignment in the same manner as described above.

### Criminal Offender Record Information (CORI)

Town employees who work with elders or youth will be required to submit to a CORI check. The Town may also require CORI checks for other reasons consistent with Massachusetts Law. If your position requires a CORI check, you must complete a CORI acknowledgement form and submit it to the Appointing Authority or Town Coordinator. More information is available from the Massachusetts Criminal Justice Information Services booklet: [download \(mass.gov\)](#)

### **Section B-1.5: Licensure/Certifications**



All employees must apply for the highest level of Massachusetts licensure/certification which is required for their job as specified in the job description and for which they are eligible within six (6) months of their eligibility date or date of job-requirement. If an employee does not become licensed/certified within the established time of their eligibility date or job-requirement, the Town will have the option of terminating that employee's employment with written notice of thirty (30) days. If the license/certification is obtained within the 30-day period, the notice will be withdrawn. If the employee can demonstrate that they have registered to take such exam, an extension may be granted at the discretion of the Department Head to the date of the exam not to exceed six (6) months.

As employees become eligible for job required levels of licensure/certification as specified in their job description, they must apply for and obtain such licensure/certification under the timelines outlined above.

If an employee's license/certification is suspended or revoked by the licensing authority, the Town will have the option of terminating that employee's employment, with written notice of ten (10) days.

#### **Section B-1.6: Failure to Report**

An applicant who accepts an employment position and fails to report to work on the date set by the Select Board, shall be deemed to have declined the offer of employment and it shall be withdrawn.

#### **Section B-1.7: Individuals with Disabilities**

The Town is committed to realizing the full potential of all its employees regardless of their physical or mental disabilities. The Americans with Disabilities Act (ADA) requires employers to make reasonable accommodations to allow disabled employees to perform the essential functions of their jobs. Accommodation is an interactive process where an employee works with their employer to find reasonable accommodation. If an employee requires accommodation, they should contact the Town Coordinator to discuss accommodation options. The Select Board will make the final determination of what accommodation is reasonable.

#### **Section B-2: Orientation**

The purpose of the orientation is to ensure that new and promoted employees become aware and understand their duties, responsibilities and required work standards and to help employees achieve an effective level of performance. Following the initial orientation, it is the ongoing responsibility of the Select Board, Department Heads or Chairs of commissions, boards, or committees to assist employees in understanding these duties, responsibilities, and standards of performance. This is applicable to all employees covered by this Manual.

#### **Section B-3: Introductory Hiring Period**

Unless otherwise provided by law, all newly appointed, transferred, and promoted employees shall be required to successfully complete an introductory period. The introductory period shall begin immediately upon the employee's starting or promotion date and shall continue for a total

of six (6) consecutive months of employment. The introductory period may be extended based on the recommendation of the Department Head, Chairs of commissions, boards or committees, or the Select Board. Completion of this introductory period does not imply guaranteed or continued employment with the Town. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship with the Town.

**Section B-4: Job Descriptions and Interpretations**

The Town Coordinator shall maintain written job descriptions of the jobs or employee positions covered in this Manual. The job descriptions shall have written definitions including statements describing the kind of work, the distinguishing features of the work and such illustrative examples of duties as may be deemed appropriate.

- A. The description of any position shall be construed solely as a means of identification and not as a limitation to what the duties and responsibilities of any position shall be, or as modifying or in any way limiting the power of the Select Board, as otherwise existing, to assign duties, modify, direct, or control the work of any employee under the jurisdiction of such authority.
- B. All current job descriptions should be reviewed every year, or when the position becomes vacant. All job descriptions for newly created positions should be reviewed at the one-year anniversary date of the position(s) being filled and may be modified by the Select Board, Department Head or Chairs of commissions, boards or committees when necessary to meet the Town's needs.

## **SECTION C: EMPLOYMENT CLASSIFICATIONS AND WORK SCHEDULING**

### **Section C-1: Administration**

At the time of hire, employees are classified as exempt full-time, non-exempt part-time or intermittent part-time employee and informed if they qualify for overtime pay and/or benefits. All other policies described in this Manual and communicated by the Town apply to all but intermittent part-time employees. If you are unsure where your position falls in the employee classification, please ask your supervisor, or the Treasurer's office. For employees covered by individual contract, items not addressed in the contract may default to this Manual.

### **Section C-2: Scheduled Work Hours**

#### **Section C-2.1: Core Hours**

Part-time employees will work a schedule that is established by the Department Head or the Select Board.

Work schedules may be changed periodically at the discretion of the Town with advanced written notice provided to employees.

Specific job descriptions for certain positions may establish different working hours than the core hours. If the Department Head needs to change the schedule, they will try to give the employees as much notice as possible of the changes.

#### ***Section C-2.2: Remote Work***

Town employees, whether full-time or part-time, may work remotely with advance approval of the Select Board. A specific task or project will be identified prior to any approval given by the Select Board to the employee. Hours billed against the employees' position will be verified when the appropriate warrant is reviewed in a Select Board meeting. Hours billed while on vacation are not to exceed hours that are normally billed weekly by employees.

#### **Section C-2.3: Absence**

Excessive absences from employment as determined by the Select Board may result in disciplinary action being taken by Select Board against an employee up to and including dismissal if an employee is unable to attend work as scheduled or fulfill job requirements. If a physician's documentation is required before returning to work, employees will be notified. Absence for any period of time, during which no notification is given to a Department Head or permission is obtained, is considered job abandonment or voluntary resignation and an employee may be subject to disciplinary action up to and including termination.

## **The Treasurer is responsible for maintaining and reporting official employee records of**

attendance. The Town Coordinator shall review employee departmental attendance records periodically to ensure consistent administration of attendance standards of all employees. The Treasurer may request verification of payroll data.

**Section C-2.4: Meal Breaks**

In accordance with M.G.L. chapter 149, sections 100 and 101, if a non-exempt employee is required to work six (6) consecutive hours, they are entitled to a ½ hour of unpaid rest. An employee must be free to leave the workplace during the break. The employee's Department Head shall advise the employee of the time to take the rest period. The employee is required to take the rest period at the time directed by the Department Head.

An employee can voluntarily give up the meal break but must be paid for all hours worked. Compensation for the 30-minute meal break must be paid if the employee has voluntarily agreed to waive their meal break by:

- (1) working through their meal break, or
- (2) remaining on the premises at the request of the employer during the meal break.

If the employee is given permission to work through their meal period due to a scheduling necessity for the employee or at the request of the Department Head, a written notice of this scheduling necessity must be submitted via email to the Treasurer and the Town Coordinator.

## **SECTION D: COMPENSATION**

### **Section D-1: Time Sheets and Recording of Time**

Accurately reporting time worked is the responsibility of every employee. The Town must keep an accurate record of time worked in order to calculate employee pay and benefits. The Town retains the right to establish the mode by which time is recorded.

Employees must accurately record the total hours worked for each workday and must record departure from work for personal reasons. Employees must notify the Department Head and/or immediate supervisor whenever they leave the work location for any reason other than authorized Town business.

It is the employee's responsibility to sign their time record to certify the accuracy of all time recorded. The Department Head will review and then approve the time record before submitting it for payroll processing. In the event of an error in reporting time, an employee shall immediately report the problem to their Department Head or immediate supervisor, who will then report the error to the Town Coordinator and Treasurer.

Altering, falsifying, tampering with time records or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

### **Section D-2: Administration of the Classification and Compensation Plan**

Department Heads are responsible for bringing to the attention of the Select Board the need for new positions and significant changes in a position's job description or required knowledge, ability, and skill ("comparable value"), job duties, responsibilities, working conditions or any other factors that may affect the classification of any existing or proposed position.

It is the responsibility of the Town Coordinator to ensure that all job descriptions are maintained in a standard format and accurate manner consistent with the classification of each position.

It is the responsibility of the Select Board to develop and maintain a classification and compensation plan that is competitive both internally within the Town and externally with the marketplace on a position-by-position basis. The Town Coordinator is responsible for collecting market salary data on a regular basis and on a position-by-position basis from comparable communities as determined from the geographical recruitment area as well as operational, and demographic criteria. The Select Board may make changes to salary ranges for each grade level as it deems necessary in order to maintain competitiveness with the marketplace.

### **Section D-3: Classification Plan and Employee Compensation**

It is the policy of the Town to establish a uniform system for the classification of all regular positions and to establish a relationship between positions based on the level of responsibility of a position as required by the Town and the minimum qualifications (knowledge, ability and skill) to perform the essential functions or job duties so that a salary range may be applied to each classification level thereby ensuring internal equity based on the concept of equal pay for equal

work or comparable value that is measured not by tasks but rather by the skills, competencies and responsibilities of a position as described in a job description.

Each position is assigned to a classification or grade level based on the application of a position rating system consisting of a set of universal position rating criteria. No employee's salary shall be changed without the approval of the Select Board.

#### **Section D-3.1: Starting Salary: New Employee**

It is the practice of the Town to hire new employees within the "hiring range" of a salary range for which a position is classified. A hiring range is defined as between the minimum and mid-point (benchmark) of each salary range at the classification level of each position. A benchmark is a market driven number that is calculated based on the combined survey average mid-point for salary survey data that is collected for positions in each grade or classification level.

It is understood that the Town reserves the right to hire a new employee above the hiring range based on the qualifications of an employee as well as market conditions.

#### **Section D-3.2: Salary Adjustment: Promotion**

An employee may have their salary adjusted after a promotion in two (2) ways:

1. **Organizational Promotion:** the employee may be appointed to a different position that is classified in a higher pay band than the position currently assigned; or
2. **Job Revaluation/Reclassification:** duties and responsibilities of an employee's job may be expanded and as a result, the position requires an employee to have additional knowledge, skill, and/or ability, etc. Based on the application of the Town's position rating system, the position is assigned a new classification level. An employee whose position has been assigned to a higher classification level should be treated as having received a promotion.

#### **Section D-3.3: Payroll Administration**

Employees must notify the Town Treasurer of any changes in dependent status so that forms for tax deductions and insurance can be updated. It is the employee's responsibility to immediately notify the Department Head and the Treasurer if an employee loses a paycheck. Once an employee has notified the Treasurer, a stop-payment will be put on the check as soon as possible. Employees are required to reimburse the Town for any bank charges that are incurred for the cost of issuing a stop-payment.

Employees are paid on a regular bi-weekly basis for time worked since the preceding pay period. State and federal laws require the Town to make mandatory deductions from employees' pay for all lawful deductions. Such payments are sent by the Town to the appropriate governmental

agencies. In addition, any authorized voluntary deductions will be automatically withheld from an employee's paycheck once the employee has notified the Town in writing.

**Section D-4: Overtime and Fair Labor Standards Act**

It is the practice of the Town that all work be accomplished within normal work hours. On occasion, the Town may determine that overtime is necessary to complete the assigned work beyond the normal work hours. Each position authorized by the Town shall be designated as exempt or non-exempt from the payment of overtime in accordance with the provisions of the Fair Labor Standards Act (FLSA). All overtime work must be authorized by the employee's Department Head or the Select Board in advance of said employee working beyond forty (40) hours per work week.

A non-exempt employee shall receive a rate of pay for any hours, or portions thereof, that are worked as authorized by the Town beyond forty (40) hours per work week that is equal to one and one-half times their regular rate of pay.

For the purpose of calculating unscheduled overtime, [holiday pay](#), [holiday time](#), sick leave, personal leave, and vacation leave will ~~not~~ be included. No non-exempt employee will receive compensatory time in lieu of the payment of overtime compensation. Sufficient funds must be available in the budget before overtime work is assigned.

Refer to Appendix I for the Compensatory Time for Exempt Employees policy.

A summary of the provisions of the Fair Labor Standards Act (FLSA) are posted at the Town offices.

**Section D-5: Retirement System**

Qualified employees are required to be a member of the Franklin Regional Retirement System. Employees and elected officials who work less than 1,040 hours per year and are earning over \$5,000.00 per year may be eligible for membership in the Franklin Regional Retirement System. Eligibility is determined by the Franklin Regional Retirement Board.

The Town Treasurer will provide information, assistance, and direction to an employee eligible for retirement. Retirement applications must be made by an employee and deductions withheld in accordance with the rules and regulations of the Franklin Regional Retirement System.

**Section D-6: Employee Reviews**

All full-time and part-time employees and non-seasonal employees are to meet annually with their Department Head (Highway, Fire, Library Trustees and Assessors) or Select Board to review their job description, job expectations and set goals for the next year. The review shall be forwarded to the Town Coordinator for placement in the employee's personnel file.

**Section D-7: Transfers, Promotions and Demotions:**

**Section D-7.1: Promotions**

Unless otherwise provided by law, all promotions shall be subject to an introductory period of six (6) months.

**Section D-7.2: Demotion**

At the discretion of the Select Board, and after a hearing, an employee may be demoted to a position in a lower classification level.

**Section D-8: Resignation**

Unless stated by contract, all employees of the Town of Leyden are employees-at-will and are not required to give a notice regarding resignation. However, to resign in good standing, an employee must provide their Department Head or Select Board with at least two (2) weeks' notice in writing of the intent to resign from employment with the Town. To resign in good standing, the employee must comply with all policies of the Town.

**Section D-8.1: Exit Interview:**

The Department Head or Select Board may conduct an exit interview with each employee who is leaving employment of the Town.

**Section D-8.2: Post-Employment Benefits**

Each employee who is terminating employment shall meet with the Treasurer to receive an explanation of benefits.

**Section D-8.3: Return of Town Property**

An employee must return any Town property, materials, and records in their position to Department Head, Select Board or Town Coordinator.

**Section D-9: Death of an Employee**

Upon the death of a Town employee who is on the Town's payroll, their estate or designated beneficiary is eligible to receive their accumulated unused vacation leave benefits, retirement contributions and/or life insurance as applicable.



## SECTION E: EMPLOYEE BENEFITS

### Section E-1: Benefit Eligibility

If you are an employee, you will be able to enjoy many of the benefits described in this Manual as soon as you meet the eligibility requirements for each particular benefit. Some benefits as set forth herein will be provided on a pro-rated basis. Any part-time employee who works less than twenty (20) hours per week is not eligible for the benefits described in this Manual unless required by a provision of an applicable state or federal law.

Eligible full-time (40 hours per week) employees are eligible for holiday, vacation, [health insurance](#), [plans](#), sick leave, compassion leave and personal leave benefits after the successful completion of one (1) month's employment, unless noted differently in this Manual.

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Eligible part-time employees (regularly) scheduled to work twenty (20) or more hours per week receive said benefits after successful completion of one (1) month's employment on a pro-rated basis as detailed in this Manual.

### Section E-2: Benefits

#### **E-2.1: Insurance Plans**

The Town makes available to all employees who work over 20 hours a week group life, sickness, [vision](#), group health and dental insurance programs. On a voluntary basis, as approved by the Select Board, the Town offers employees additional life insurance coverage.

Group Life insurance and Group Health insurance as provided under M.G.L. Chapter 32B shall be provided for all full-time town employees.

A list of current insurance carriers, detailed insurance plan information and rates are available from the Town Treasurer. [The Town pays 75% of the premium for employees' group health, dental and vision insurance.](#) The level of coverage, and respective premium costs are subject to possible change by the Town. The Town will provide proper notice in advance to employees of any proposed changes to an insurance plan(s) in accordance with statutory notification requirements.

The Town will be held harmless against any and all claims, suits and damages arising out of the administration of insurance plans. It is understood that the Town may modify the terms and conditions of any Town insurance plan. It is further understood that if any Town insurance plan is declared invalid under State or Federal law, the Town may seek an alternate policy which is conformance with the applicable statute.

#### Consolidated Omnibus Budget Reconciliation Act (COBRA)

Following the termination of employment, the Consolidated Omnibus Budget Reconciliation Act (COBRA) requires employer-sponsored group medical and dental plans to allow covered employees and their dependents to elect to have their current medical coverage continued, at the employee and dependent's expense, at group rates for up to thirty-six (36) months.

### **E-2.2: Educational Assistance**

Prior approval of the Department Head, Chairs of commissions, boards or committees, or Select Board is required to receive educational assistance for the cost of taking job-related education courses from accredited colleges or universities, secretarial and trade schools, and/or from organizations providing specialized training related to an employee's responsibilities, if an amount is included in the department expense budget. Approval is subject to the availability of funds.

The Town will pay the full cost of training required to obtain and for the maintenance of certifications required by the Commonwealth of Massachusetts or the Town.

Employees shall execute a reimbursement agreement for any training fees or educational tuition that exceeds \$2500. Payback of tuition or fees reimbursement will be required if an employee leaves the employment within one year of completing the course.

### **E-2.3: Expense Reimbursement**

Eligible employees must obtain prior approval from their Department Head (Highway, Fire, Library Trustees, Assessors), Chairs of commissions, boards or committees, or Select Board for all work-related expenses. No expense will be reimbursed without an original receipt. Copies of checks or credit card receipts do not constitute a payment receipt. Routine travel costs to and from home to work are not reimbursable.

Mileage expenses will be reimbursed for use of personal vehicles outside of Leyden for Town business, provided that they receive authorization in advance from the appropriate Department Head or Chairs of commissions, boards, or committees. This mileage reimbursement will be at the standard rate established by the IRS.

Department Heads or employees approved to attend professional conferences, conventions, schools, or to visit other communities in the interest of the Town are entitled to reimbursement for actual expenses incurred and mileage expenses, not to exceed the amount of funds appropriated. Alcoholic beverages and tips are not eligible for reimbursement.

Such employees shall submit an itemized list of expenses for such travel together with paid receipts which shall be the basis for any and all petitions or requests for reimbursement of expenses incurred. Reimbursements shall be issued to the applicant when approved by the Department Head, Chairs of commissions, boards or committees, or Select Board.

### **Section E-3: Paid Time Off**

If a full-time employee is working a base of forty (40) hours per week, four 10 hour days a paid day off is considered to be their regular rate of pay ~~for 8 hours~~. All employees eligible for paid time off who work less than forty (40) hours shall receive their paid time off on a pro-rated basis based on hours per week.

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Department Heads, with prior notification to the the Select Board, may be granted time to attend professional conferences, conventions, or short schools for which proper appropriation of funds has been made, or to visit other communities in the interest of the Town. Such time shall be considered ordinary work time and not paid time off for purposes of this section.

### Section E-3.1: Holiday Compensation

The following list of holidays will be observed by the Town on the day designated by the Commonwealth of Massachusetts:

New Year's Day	Martin Luther King Day	President's Day
Patriot's Day	Juneteenth	Memorial Day
Fourth of July	Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day	Christmas Day

[In addition to the holidays listed, the Highway Department will have an additional floating holiday to compensate for their winter schedule of five 8 hour workdays.](#)

If a holiday falls on a day ~~that~~when a full-time employee is regularly scheduled to work, they shall be compensated at their regular rate of pay for the holiday. All eligible non-exempt part-time employees (20 hours or more per week) shall receive their holiday pay on a pro-rated basis based on hours worked per week.

- [If the holiday falls on a Monday](#)Monday through Friday, that day is the paid day off. If such a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. If the holiday falls on a Sunday, the holiday will be observed on the following Monday.
- [When a holiday occurs on a day that is not an employee's regular workday, the employee, at the option of the Select Board, shall receive another day off during the week of the holiday.](#)
- Employees on ~~an unpaid~~unpaid leave of absence are not paid for designated holidays during the period of time they are on unpaid leave of absence.
- Each eligible employee who is required to work on a holiday shall receive compensation for such work at time and one-half to equal the number of hours worked on the holiday. No compensatory time shall be granted.
- Department Heads or Town Coordinator when working on a holiday may request time off in lieu of compensation from the Select Board as deemed appropriate.

### Section E-3.2: Personal Leave Compensation

On each July 1st, full-time employees will be credited annually with 24 hours of personal leave time which may be taken during the following 12 months. Personal leave time for part-time employees (20 hours or more) shall be pro-rated according to the normal number of hours per week worked. For example, if an employee works 20 hours per week, the personal leave will be credited as 12 hours to be taken during the following 12 months.

Personal leave time can be used **as needed** by the employee. Notice must be submitted to their Department Head, Town Coordinator, or Select Board at least one week prior to the requested leave.

If use of personal time is due to an emergency or other exigent circumstances the employee is not required to provide advance notice but must provide as much notice as possible. The employee may be required to provide documentation of such circumstances.

Those exempt full-time employees with initial employment date between July 1st and October 31st shall be allotted 24 hours in their first fiscal year of employment; those with initial employment dates between November 1st and the last day of February shall be allotted 16 hours; and those with initial employment dates between the first day of March and April 30th shall receive 8 hours for the remainder of that first fiscal year. An equivalent reduction of personal leave hours will be pro-rated for part-time employees (20 hours or more.)

Personal leave hours may not be accumulated or carried over from one fiscal year to the next. Personal leave will not be paid to an employee in lieu of taking time off. Personal leave time will not be paid out at separation from employment.

### **Section E-3.3: Vacation Compensation**

The vacation year is from July 1st through June 30th inclusive. This is the time in which vacation hours must be used. If an employee is eligible to move to the next higher vacation accrual level that accrual will occur on July 1st of the fiscal year in which the employee becomes eligible for vacation pay. New employees will accrue vacation during their first six months of employment. [Accrued vacation during this six-month period can be taken only if the employee is retained after this probationary period.](#)

Vacation hours shall be accrued monthly and are calculated based on an employee's anniversary date as follows:

<b>Continuous Service</b>	<b>Accrual Per Month</b>	<b>Days Per Year</b>
<b>Less than 5 years</b>	<b>6.67 hours</b>	<b>Maximum of 10</b>
<b>At Least 5, but less than 10 years</b>	<b>10 hours</b>	<b>Maximum of 15</b>
<b>At least 10, but less than 20 years</b>	<b>13.34 hours</b>	<b>Maximum of 20</b>
<b>20 or more years</b>	<b>16.67 hours</b>	<b>Maximum of 25</b>

Permanent part-time employees who are regularly scheduled to work 20 hours of more per week are eligible for vacation leave on a pro-rated basis.

For the purposes of this section a day is defined as the number of hours an employee is authorized to work in a calendar week divided by 5, which may result in a day being fewer than 8 hours. Vacation may be taken in no fewer than four hour increments.

Employees wishing to use vacation time shall submit a request in writing to the Department Head or Select Board at least two weeks in advance of the time to be used unless the Department Head or Select Board agrees to shorter notice. The dates of vacation leave shall be approved by the Department Head or Select Board for such times as, in their opinion, won't cause undue interference with the performance of the regular work of the department.

Department Heads and the Town Coordinator shall submit written requests to the Select Board at least two weeks in advance of the time to be used for their vacation, or as directed by the Select Board.

If a paid holiday occurs within an employee's vacation period, the day of the holiday shall not be charged against accrued vacation, and the employee shall be paid for the holiday.

An employee may carry over vacation hours equivalent to ~~5 working days~~ 80 hours of pro-rated regular scheduled hours unless the Select Board agrees in writing to allow an additional amount to be carried forward into the following fiscal year. All other unused vacation hours shall be forfeited. Employees may not have their vacation time paid out "in lieu of" taking the time off.

Whenever the employment of any person subject to the provisions of this policy is terminated during a year by dismissal, layoff, resignation, retirement or death, the employee, or their estate, shall be paid at the regular rate of compensation payable to them at the termination of their employment, an amount in lieu of accrued vacation hours.

#### **Section E-3.4: Sick Time Compensation**

Each eligible employee shall be entitled to sick leave with pay to use for the employee's own personal ~~illness, to care for an immediate family member, illness or medical and dental appointments. A physician's certificate will be required after three (3) or more consecutive days of sick leave, unless waived by the Select Board, and medical and dental appointments. Sick leave with pay is credited on the last paycheck of the month.~~

Each regular full-time employee, ~~after probation period,~~ will earn sick leave at the regular rate of pay of the employee at the rate of ~~3-8~~ hours of earned sick leave for every ~~4 weeks~~ 160 hours for ~~regular hours worked, not overtime, worked,~~ to a maximum accumulation of ~~40-96~~ hours per year. ~~Unused sick leave shall accumulate to a maximum of 480 Hours.~~ Accrued sick leave is not paid out on separation of employment.

For permanent part-time employees who are regularly scheduled to work at least 20 hours or more per week, sick time will accumulate at a ratio of the regularly scheduled part-time hours divided by 40 hours per week. The maximum accumulation is the same as that for a regular full-time employee.

Any person returning to work after an absence due to illness may be required to obtain a written statement from a doctor that the absent person is capable of performing all of their assigned duties.

#### **Section E-3.5: Jury Duty Compensation**

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Each exempt full-time or permanent part-time (20 hours or more per week) employee who is required to report for jury duty, sit on a trial, or a grand jury panel shall be paid by the Town an amount equal to the difference between the compensation paid the employee for a normal working hour and the amount paid by the court, excluding any allowance for travel and lodging, for as long as the employee is required to participate in the trial.

Employees shall provide notice that they are scheduled to serve on a jury to their Department Head or Select Board.

### **Section E-3.6: Worker's Compensation**

Employees injured on-the-job are protected against loss of income and medical expenses by provisions of the Massachusetts Workers Compensation Act. Employees receiving workers' compensation benefits may, upon request, receive vacation, sick or personal leave accrued at the time of injury to supplement workers' compensation benefits up to the amount of base wages the employee received each week before the injury occurred.

To preserve rights under the law, an employee must notify the Town immediately if involved in an on-the-job accident that results in personal injury. Injury report forms are available from the Town Coordinator.

### **Section E-3.7: Emergency Call**

Non-exempt called in outside regular hours for emergencies if less than 3 hours will be compensated for 3 hours pay at time and a half. Will call, part-time or seasonal employees will be compensated for 3 hours at regular rate of pay.

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### **Section E4: Leaves of Absence**

#### **Section E-4.1: Unpaid Personal Leave of Absence:**

Unpaid personal leave of absence for a specified period of time may be granted in rare circumstances with the approval of the Select Board. Unless otherwise stated, personal leave of absences without pay shall be considered inactive employment, where time spent on such leave does not count as service (time worked) for purposes of seniority, accrued vacation, accrued sick leave, pension, longevity and other benefits.

Once an employee has exhausted their Massachusetts Parental Leave, they must apply for a Personal Leave of Absence by submitting their request in writing to the Select Board prior to the expiration of statutory leaves. This leave must be approved by the Select Board before it can be granted to the employee.

Those employees on an approved leave of absence who are removed from the payroll are responsible for remitting full health and other insurance premiums to the Treasurer within the requested time frame. Employees on leave will be making COBRA payments. Employees who fail to make payments in the time required shall be removed from the Town's insurance plan.

#### **Section E-4.2: Bereavement or Compassion Leave**

Full-time employees will be allowed up to one week (40 hours) leave of absence with pay and benefits upon the death of a spouse, domestic partner, child, parent, or sibling.

Full-time employees will be allowed three days (24 hours) of leave with pay and benefits may be taken upon the death of a grandparent, uncle, aunt, in-law, or person living in the employee's household.

Full-time employees will be allowed up to two days (16 hours) leave with pay and benefits will be allowed in the event of the death of a relative who is not a member of the immediate family.

Time to attend funeral services may be granted by the Department Head or Select Board.

Permanent part-time employees who are regularly scheduled to work 20 hours or more per week shall receive the same leave benefits pro-rated as stated above and will be paid for the same number of hours per day pro-rated during this leave period as their normal rate of pay.

No additional compensation will be granted for regularly scheduled days off that occur during the bereavement leave period.

This bereavement leave allowance is not accumulated and not paid out at separation from employment for any reason.

#### **Section E-4.3: Family Medical Leave**

In accordance with the provisions of the Federal Family and Medical leave act of 1993 (FMLA), employees having completed at least twelve (12) months of continuous service and who have worked at least 1,250 hours during the preceding twelve (12) months, are entitled to take up to twelve (12) weeks of unpaid leave annually due to:

1. Incapacity due to pregnancy, prenatal medical care or childbirth; or
2. the placement with the employee of a child for adoption or foster care; or
3. a serious health condition that makes the employee unable to perform the functions of their job; or
4. to care for the employee's spouse, son, daughter, or parent who has a serious health condition; or
5. the employee's spouse, son, daughter, or parent is on covered active duty or has been notified of an impending call or order to covered active duty.

An employee eligible to take FMLA leave is entitled to take up to twenty-six (26) weeks of unpaid leave to care for a covered service member with a serious injury or illness. The employee must be the spouse, son, daughter, or next of kin of the service member. All earned leave (vacation and sick time) must be taken as part of the FMLA.

While on FMLA, employees are responsible for the payment of all withholdings (i.e. insurance) in accordance with the Town's payroll schedule.

For further details, a copy of the Family and Medical Leave Act (FMLA) Policy is posted in the Town Offices and available from the Municipal Assistant.

#### **Section E-4.4: Parental Leave**

The Town parental leave policy is in accordance with the provisions of the Massachusetts Parental Leave Act. All employees shall be granted eight (8) weeks of unpaid parental leave without loss of seniority or benefits for the purpose of giving birth or adopting a child under the age of eighteen (18) or under the age of twenty-three (23) if the child is mentally or physically disabled. Upon expiration of parental leave, employees will be restored to the same or similar position.

Employees requesting leave must provide notice to the Department Head or Select Board at least two (2) weeks prior to the beginning of the anticipated leave.

Employees are entitled to use any accrued vacation, sick, and personal time during this period. If accrued vacation, sick, and personal leave extends beyond eight (8) weeks, employees will be entitled to use said leave up to a maximum of twelve (12) weeks in total. Employees are required to return to their positions when their leave expires if they are physically and mentally able or must provide a doctor's note stating their anticipated date of return.

#### **Section E-4.5: Small Necessities Leave**

The Small Necessities Leave Act allows each employee a total of 24 hours of unpaid leave during any twelve-month period available to:

1. participate in school activities directly related to the educational advancement of a child of the employee, such as parent-teacher conferences or interviewing for a new school;
2. accompany the child of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
3. accompany an elderly relative (an individual of at least 60 years of age who is related by blood or marriage to the employee, including a parent) of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

If the necessity for leave is foreseeable, an employee must provide the Department Head or Select Board with not less than seven days' notice of the need for leave. If the necessity for leave is not foreseeable, an employee shall provide such notice as is practicable. An employee taking leave for any of the aforementioned circumstances may substitute any accrued paid vacation and/or personal leave for any leave provided. The Small Necessities Leave may be taken intermittently or on a reduced leave schedule.

#### **Section E 4.6: Domestic Violence Leave**

Consistent with any and all applicable laws, the Town is committed to the protection of employees from domestic violence by giving them the necessary support to deal with domestic violence issues. This effort along with the Town's Employee Assistance Program (EAP) can be utilized by



any employee including all regular full-time, regular part-time, intermittent/seasonal/temporary employees if the need arises for an employee to take needed time off to deal with a domestic violence issue. A copy of the Town's Domestic Violence Leave Policy will be available on the Town's web site when it has been approved.

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## **SECTION F: HUMAN RESOURCE POLICIES AND STANDARDS**

### **Section F-1: Standards of Conduct**

All persons employed by the Town of Leyden hold a position of public trust, and as a result, are expected to conduct themselves in a highly professional, ethical, and appropriate manner. Employees shall avoid any action that might create the impression of using public office for private gain, giving preferential treatment to any person, or losing impartiality in conducting Town business. Employees are expected to adhere to conduct established by local policies, procedures and regulations and the laws of the Commonwealth, including Chapter 268A, the Commonwealth's Conflict of Interest Statute.

Town employees will maintain a courteous and respectful demeanor when addressing the public and each other. Employees will refrain from using language or behaviors, which can be considered foul or otherwise obscene or disrespectful. No Town employee will be treated differentially on account of political or religious persuasion or position regarding any political or religious issue. Under no conditions will any Town employee ever retaliate or harass any taxpayer, resident, registered voter, colleague, or other person on account of political or religious position, petition, or complaint. Such transgressions shall be considered serious misconduct and subject to the disciplinary article of these policies.

Town Officials and employees must, at all times, maintain confidentiality and comply with all applicable laws and regulations. Before departing at the end of the workday, employees should place all confidential materials in a secure drawer or cabinet.

The Town will not condone the activities of officials or employees who achieve results through violation of the law or unethical business dealings.

### **Section F-2: Guidelines for Appropriate Professional Conduct and Discipline**

It is the practice of the Town that disciplinary action should be taken only when warranted and with the utmost concern for the individuals involved. The disciplinary action that is appropriate for any particular misconduct is taken at the sole discretion of the Select Board.

Employees are expected to conduct themselves in a professional and respectful manner consistent with the high standards held by the Town. The list of infractions mentioned below, although not intended to be all-inclusive, illustrate some of the breaches of conduct that may result in disciplinary action, up to and including dismissal. The Town reserves the right to initiate discipline at any level depending upon the severity or frequency of the incident(s) giving rise to the need for disciplinary action:

1. Falsifying employment or other Town of Leyden records;
2. Violating any Town of Leyden policies as set forth in this Manual, or any section of Massachusetts General Law regarding municipal personnel;

3. Establishing a pattern of absenteeism or tardiness: Employees who will be late or absent should notify their Department Head as soon as possible, but in no event later than one hour before their scheduled start time;
4. Engaging in excessive, unnecessary, or unauthorized use of Town of Leyden supplies or equipment, particularly, for personal purposes, including removing Town Property, including but not limited to laptops, computer accessories, highway trucks, files, office equipment, from the premises without written permission of the Select Board;
5. Stealing property from co-workers or citizens of the Town of Leyden;
6. Carrying a weapon unless a member of the police department;
7. Engaging in insubordination or refusal to follow the lawful directions of a person with management responsibility;
8. Neglecting one's own job duties and responsibilities or refusing to perform work assigned;
9. Misappropriation of Town funds or property;
10. Displaying verbal or physical aggression or assaulting the public or co-workers;
11. Any or all other conduct or misconduct that is not acceptable to the Town.

#### **Section F-2.1: Disciplinary Actions**

When it is determined that discipline is necessary, it may take place using one of the methods listed below:

Verbal Reprimand: Employees will meet with their direct supervisor to discuss the issue and discuss ways for immediate improvement on the part of the employee. An employee will receive a written summary of the meeting, which will be kept in the employee's personnel file.

Written Reprimand: Select Board and/or Department Head will meet with the employee and give them a formal written reprimand which fully documents the infraction, and a copy will be placed in the employee's personnel file.

Suspension/Final Warning: A suspension is the temporary and involuntary separation of an employee from employment. The purpose of a suspension is to serve as a final warning to an employee that continued poor performance or misbehavior will result in dismissal. When possible, prior to the suspension the employee will receive a written summary, which will detail the reasons and terms for the suspension. If a suspension is not practical, an employee shall receive a Notice of Final Warning or a Last Chance Agreement.

The period of suspension shall be determined by the Select Board or Department Head after a hearing with the employee.

Termination: Termination is the permanent and involuntary separation of a person from employment with the Town.

### **Section F-2.2: Termination of Employment**

A termination is the most serious discipline that the Town may impose and consists of discharge or separation for delinquency, misconduct, inefficiency, and violations of policy, inability to perform the work of the position, unbecoming conduct, or any other behavior that the Town considers unacceptable pursuant to the provision of this Manual, Code of Conduct and/or any relevant local policy, procedure, rule, or regulation.

All employees may request a pre-termination meeting with the Department Head and/or Select Board at which they have an opportunity to present their case against being terminated.

Termination hearings shall be conducted according to Mass General Law, Chap 30A Open Meeting Law requirements.

Nothing in this section should be construed as granting a right to a hearing when a person who has been employed for a fixed term is not continued when the original term expires.

### **Section F-3: Problem Resolution**

A grievance is defined as any complaint submitted in writing by an employee who is covered by this Manual that the Town has violated an expressed provision of this Manual, state, or federal law etc. excluding discrimination or termination complaints. A grievance may not be filed, however, contesting any disciplinary sanction issued by the Town, including, but not limited to, discharge, suspension, warnings, reprimands, non-renewal of employment, and/or counseling sessions.

#### **Section F-3.1: Grievance Steps**

Step 1: Department Head, Chair of commission boards or committees. If the grievance is based on the actions or conduct of the employee's Department Head, Town Coordinator or Chair of commission board or committee, they should proceed directly to Step 2.

An employee must discuss the grievance initially with the Department Head or Chair of commission boards or committees requesting relief from that condition. Then, if the matter is not settled, the employee should submit the said grievance in writing to the Select Board requesting relief from that condition.

Step 2: Select Board: If the grievance is not resolved at Step 1 or if the grievance is against the Department Head, Chair of commission boards or committees, or Town Coordinator, the employee(s) may file an appeal in writing with the Select Board within fourteen (14) calendar days of receipt of the decision at Step 1. The Select Board shall, at their discretion or upon the employee's request, meet with the employee within a reasonable time after receipt of the employee's appeal. The Select Board shall reply in writing to the employee's grievance within ten (10) working days after a meeting with the employee is held, if any. The Select Board shall issue a determination, which shall be

final and binding on all parties. The Select Board will send one (1) copy of the reply to the employee(s), one copy (1) to the Department Head, Chair of commission boards or committees, or Town Coordinator, and copies in appropriate employees' personnel files.

Written Presentation: All complaints and their responses presented at any step of the grievance procedure shall be in writing and shall include the facts giving rise to this grievance and the signature and date of the appropriate employee or official. All written grievance information shall be placed in the personnel file of the aggrieved employee.

For Sexual Harassment complaints see the policies and investigation procedures.

#### **Section F-4: Conflict of Interest**

In accordance with Mass General Laws, Chapter 268A. Employees will receive the Conflict of Interest Statute upon hire and every two years afterwards and be required to complete training in the Conflict of Interest Laws on a regular schedule as mandated by the Commonwealth.

#### **Section F.5: Policies**

##### **Section F.5.1 Cash Control**

The Town Treasurer has established cash control procedures for all employees required to handle cash. Failure to abide by procedures, shortages, and/or negligence is cause for discipline. Repeated incidents may result in termination. The Town may conduct an audit of the management of cash at any time.

Cash control procedures will be available and posted on the Town website.

##### **Section F-5.2: Political Activity**

Participation in political activities is to be carried on outside of normal working hours and shall be conducted in such a manner as to not adversely affect the performance of one's duties to the Town. Employees may not participate in the election of members of their governing body or Select Board to any office, whether municipal, state, or federal. (Example: The Town Coordinator may not campaign for any candidates for Select Board). No political activities will be conducted on Town-owned property by employees during working hours or in any work areas.

Mass General Law, Chapter 55, Section 13 prohibits paid employees, other than elected officials, from directly or indirectly soliciting or receiving any contributions or anything of value for any political purpose, at any time, during both working hours and non-working hours.

Nothing herein contained shall be construed to restrict the right of an employee to hold membership in and support a political party, to vote as they chooses, to express opinions on all political subjects and candidates, to maintain political neutrality, to attend political meetings after working hours or to campaign actively during off-duty hours in all areas of political activity.

It is considered to be in the best interest of all municipal employees that they should not be pressured by direct or indirect political influences. As a safeguard against this, the behavior on the part of municipal employees shall be as follows:

- 1) All employees shall refrain from using their influence publicly in any way for or against any candidate for elective offices during work hours. They shall not circulate petitions or campaign literature for elective officials or be in any way concerned with soliciting or receiving any subscription, contribution, or political service from any person for any such elective official.
- 2) No officer or employee of the Town shall use their official authority or influence on any other officer or

employee for the purpose of interfering with an election or a nomination for office or affecting the result thereof (except by casting their vote).

- 3) No officer or employee of the Town shall directly or indirectly coerce, attempt to coerce, command, or advise any other said officer or employee to pay, lend, or contribute any part of their salary, time, or compensation, or anything else of value to any party, committee, organization, agency, or person for political purposes during work hours.

### **Section F-5.3: Solicitation and Distribution**

In addition to prohibitions regarding solicitation of political contributions defined in “Political Activity” above, Town employees are prohibited from soliciting other employees or members of the public for nonpolitical donations or contributions, of any kind, during work hours. No coercion of an employee to make contributions shall be permitted. Employees are prohibited from distributing non-work related literature to any other employees of the Town or members of the public during work or work-related hours/activities, including Town activities. Disregard of this practice may be cause for disciplinary action, which may result in termination.

### **Section F-5.4: Outside Employment**

Town employment shall be considered the primary employment, and no regular full-time employee may engage in outside employment which could interfere with the provision of Town services. Any employee considered as essential in the Town’s Emergency Management Plan who accepts outside employment under the terms of this section will make arrangements with the outside employer to be relieved from their outside duties if and when called for emergency service by the Town. Every employee that engages in outside employment under this rule shall respond immediately to any emergency call to duty by the Town whenever the Department Head, Select Board, or Emergency Management Director determines their services to be necessary.

Employees sustaining injuries while engaged in outside employment are ineligible to receive benefits under the Town’s worker’s compensation plan on account of the injury resulting from the outside employment. Equipment, facilities, vehicles, or property of the Town shall not be used by employees for outside employment.

### **Section F-5.5: Harassment**

The Town intends to provide a work environment that is pleasant, professional, and free from intimidation, hostility or other offenses which might interfere with a positive, productive workplace culture. Harassment – verbal, physical, visual, and electronic – will not be tolerated. Employees are protected from harassment on the basis of their race, color, religion, national origin, ancestry, sex, gender identity, age, handicap (disability), participation in discrimination complaint-related activities, sexual orientation, genetics, or active military or veteran status. Any employee who feels that they have been subjected to any form of harassment has the right to file a complaint with the Department Head, Town Coordinator or Select Board.

#### **SEXUAL HARASSMENT**

It is the goal of the Town to promote a workplace which is professional, and which treats all of those who work here with dignity and respect. Sexual harassment is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will also not be tolerated.

Because the Town takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is demonstrated to our satisfaction that such



harassment occurred, we will act promptly to eliminate the harassment and impose such corrective action as is necessary, including disciplinary action where appropriate.

For detailed information on the Sexual Harassment policy, see Appendix II

#### **Section F-5.6: Americans with Disabilities Act**

It is the Town's policy to adhere to the requirements of the Americans with Disabilities Act (ADA) and not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. In implementing this policy, the Town will be guided by the applicable definitions stated in the ADA or in case law construing the ADA, and applicable state and local law. More information is available on: [Americans with Disabilities Act | U.S. Department of Labor \(dol.gov\)](https://www.dol.gov)

#### **Section F-5.7: Personal Information**

The Town is committed to ensuring privacy and the protection of our employees' personal and confidential information. This information is available to only duly authorized employees with a legitimate business need to know. To protect this information, employees with access must:

1. Never e-mail or fax an entire social security or financial account number;
2. Secure all personal employee information in locked cabinets or storage areas;
3. When necessary, only destroy such documents by shredding or other methods of destruction approved by the Secretary of State's recordkeeping division.

#### **Section F-5.8: Personnel Records**

The Town will make every effort to comply with the requirements of Massachusetts General Laws and Regulations. Upon written request, the Town agrees to allow employees reasonable access to their individual personnel records and, upon written request, to provide a copy of such record to the employee.

The Town agrees to treat all materials contained in said files as confidential and further agrees not to release such information, absent written employee authorization, to outside individuals except when required by law or court order.

The Town shall notify an employee within ten (10) working days of placing in the employee's personnel record any information that has been used or may be used to negatively affect the employee's qualification for employment, promotion, transfer, additional compensation, or indicate the possibility that the employee will be subject to disciplinary action. Employees shall have the right to insert statements of clarification or rebuttal in their personnel file.

The Town Coordinator shall be responsible for establishing and maintaining a centralized personnel record keeping system. The personnel record-keeping system shall contain such

records as may be required by law and as necessary for effective personnel management. All employees and Department Heads shall comply with, and assist in, furnishing records, reports, and information as requested by the Town Coordinator or Town Treasurer. The centralized records constitute the official Town record of personnel actions and shall be maintained in a secure, private, and fire-protected location.

Official employee payroll and benefit files are maintained in the Treasurer's office and employee personnel files are maintained in the Town Coordinator's office and are considered confidential. Only the employee, Select Board and Department Head have access to an employee's personnel file information. It is understood that departments may keep their own employee personnel files.

The official personnel file shall contain factual information regarding employment with the Town, including but not limited to an application form, the date an employee began work, wage rate, job performance, any on-the-job accidents, reports of any disciplinary action taken for infraction of rules, wage increases, certifications and recertifications required of the position including ethics and any policies on professional conduct, recognition and awards an employee may receive and suggestions that the employee may have submitted to management.

To ensure that an employee's official personnel file is current, it is the responsibility of an employee to notify the Treasurer and Town Coordinator of the name, address, telephone number, marital status, number of dependents, beneficiary designees, and emergency contacts.

Employee requests to review the contents of their personnel file shall be made and complied with pursuant to [General Law - Part I, Title XXI, Chapter 149, Section 52C \(malegislature.gov\)](#). Corrections or comments on any material in an employee's file that they consider inaccurate or with which they disagree may be submitted for inclusion in the file. Personnel files may not be taken outside of the Town Coordinator's office.

All medical information obtained by the Town relative to an employee shall be maintained in a separate, confidential file.

#### **Section F-5.9: Requests for Employee References**

Any requests for past or present employee reference based on employment with the Town shall be referred to the Town Coordinator. It is the practice of the Town that Department Heads, Select Board and/or the Town Coordinator will only confirm an employee's dates of employment, position(s) held, and salary attained. They may also provide a prospective employer with a copy of the employee's job description(s).

#### **Section F-5.10: Accident Reporting**

It is essential that all workplace accidents that have resulted in an occupational injury or illness, regardless of the severity or lack thereof, be immediately reported to the employee's supervisor, who shall then in turn report the injury or illness to Town Coordinator or Select Board. Even minor injuries that require no immediate medical attention must be reported. Failure to report an accident may result in disciplinary action up to and including termination.

#### **Section F-5.11: Non-Smoking Policy**

The Town strives to create and maintain a safe and healthy working environment for all its employees. Therefore, consistent with Massachusetts' law, smoking is strictly prohibited in all town buildings and vehicles. Department Heads, Chair of commissions, boards or committees, and Town Coordinator are responsible for implementing this policy.

#### **Section F-5.12: Drug and Alcohol Free Workplace**

The Town has a responsibility towards employees to provide a safe and healthy working environment. This can be jeopardized by those who misuse alcohol and drugs. The following are examples of unacceptable conduct that may result in disciplinary action:

- Drinking, having the odor of an alcoholic beverage on your breath, possessing or being under the influence of alcohol upon reporting to work or during working hours.
- Using, selling, dispensing, or possessing alcoholic beverages, at any time, on the Town's premises.
- Using, or having present in the body illegal drugs or misuse of prescription drugs upon reporting for work, during working hours.

The Town may inform its employees from time to time of the inherent danger of drug and alcohol abuse in the workplace, as well as to inform its employees of the availability of counseling and the Town's Employee Assistance Program (EAP). It advises its employees of the prospect of disciplinary action in case of violations. Additionally, employees are expected as a condition of employment not only to maintain a drug free workplace but also to advise appropriate officials of unlawful drug and alcohol abuse violations in the workplace.

When applicable based on number of employees and in accordance with the Federal Department of Transportation Regulations, Title 49, CFR, Part 40 employees whose duties require a CDL license are required as a condition of employment to participate in the Town's random drug and alcohol testing program.

A violation of this policy may be a cause for disciplinary action up to and including termination.

#### **Section F-5.13: Prohibited Cell Usage While Operating a Motor Vehicle**

This policy about cellular phone usage applies to any device that makes or receives calls, leaves messages, sends text messages, surfs the Internet, or downloads and allows for the reading of and responding to email whether the device is Town-supplied or personally owned.

##### Town Owned and Supplied Devices or Vehicles

An employee who uses a Town-supplied device or a Town-supplied vehicle is prohibited from using a cell phone, hands on or hands off, or similar device while driving, whether the business conducted is personal or Town-related. This prohibition includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to email, checking for phone messages, or any other purpose related to your employment, the business, our citizens, our vendors, volunteer activities, meetings, or civic responsibilities performed for or attended in the name of

the Town; or any other Town or personally related activities not named here. Use of Town owned vehicles or cell phones or similar devices for personal business is prohibited. Use of town owned vehicles may be used by employees to travel to/from work under certain circumstances with approval of Select Board.

We recognize that other distractions occur during driving, however curbing the use of cell phones, while driving, is one way to minimize the risk of accidents for our employees. Therefore, you are required to stop your vehicle in a safe location so that you can safely use your cell phone or similar device. Engaging in Town or personal business using a cell phone or similar device while driving either a Town supplied or personal vehicle while on Town business is prohibited. Declared fire, medical or other emergencies for instance may be exempted from this prohibition.

#### Section F-5.14: Bulletin Boards

Information of interest to employees is posted on bulletin boards in Town office. In addition, informational notices are distributed to departments, and, on occasion, material is enclosed with employee paychecks. Bulletin boards are for official use only and are not for personal use or solicitation.

#### Section F-5.15: Emergencies

##### Emergency Closings

Whenever possible Town facilities will remain open during regular business hours during snowstorms and other inclement weather and will be closed only during extreme conditions.

The Town encourages all employees to use their best judgment in making the decision to travel to work in inclement weather. If an employee is going to be delayed or will not be attending work that day, the employee is to contact their supervisor immediately to inform them. An employee may use vacation, personal or sick time to cover this absence. If an employee does not have, or is not eligible for paid time off, they may either make up the time missed at a different time during that week, or not be paid for the time missed.

**EXTREME CONDITIONS:** Forecast or unforeseen emergencies or catastrophes including severe weather (i.e. hurricane, blizzard, floods), fires, power failures, acts of terrorism or military acts, criminal actions (i.e. bomb threats) and earthquakes can disrupt Town operations. In these cases, circumstances may require the closing of one or more work facilities or the altering of opening or closing schedules. Municipal buildings being used as emergency shelters are considered essential Town buildings and will not be closed although use may be restricted to emergency sheltering and operations.

When operations of a work facility are officially closed or employees are required to stay off the roads due to emergency conditions declared by the Governor or the FRCOG or Town Emergency Management Directors, employees shall be paid for scheduled work hours. Employees who are not scheduled to work will not be compensated. Employees who were already scheduled to use accrued paid time off will use their accrued time off as planned.

#### Section F-5.16: Authorization to Executive Contracts and other agreements

No employees including Department Heads, Chairs of commissions, boards or committees are authorized to execute contracts, grants, or any agreements on behalf of the Town unless authorized by the Select Board. All contracts or agreements to purchase goods or services are subject to Massachusetts procurement laws, <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIII/Chapter30B> and/or must be done in compliance with the Town's procurement policy.

#### Section F-5.17: Use of Town Counsel

All employees and members of Town Boards/Committees are required to obtain authorization from the Select Board for approval before contacting Town Counsel.

#### Section F-5.18: Technology and Computer Use

Due to constant advances in technology it is not possible to exhaustively list all types of technologies currently covered in all computer, communication, and information technology systems that are the property of the Town or are used in the regular conduct of Town business or that are reimbursed to the employee by the Town. Any employee abusing the privileges and authorized uses of this technology will be subject to disciplinary action deemed appropriate by the Town's disciplinary policy up to and including termination.

The following use is absolutely forbidden on town-owned computers or electronic devices:

1. To access any material which the Town considers pornographic;
2. To purchase goods or services for personal use, even if charged to the employee's personal credit card;
3. To transmit confidential information or knowingly accept receipt of any communication which is pornographic, obscene or which in the Town's opinion might contribute to a hostile work environment because it demeans individuals on the basis of race, color, religion, sex, sexual orientation, gender identity, age (40 or older), national origin, disability, genetic information, ancestry, marital status, arrest record, criminal record, military service, and natural or protective hairstyle.
4. To conduct personal business of any type.

**Important Notice:** The Town has the capacity to examine town-owned computer usage by individual employees in detail. Even though the item has been "deleted" and the employee cannot retrieve it does not mean that the Town cannot do so. It is also possible to generate a report of every Internet connection made by the user and of how much time was spent in each connection.

Employees who use personal electronic equipment, including but not limited to cell phones, pagers, camera phones and computers during work hours in Town or out of Town, **for purposes**

**which would be prohibited if conducted using Town equipment**, will be considered to have violated this practice.

#### Section F-5.19: Use of Town Property

Vehicles owned by the Town are issued to personnel employed in positions designated by the Town for the benefit and convenience of the Town in order to provide timely and appropriate service to its citizens. The vehicle is assigned, therefore to the position and not to the employee.

Town vehicles shall be assigned to Departments, individual positions, or to a general carpool on the basis of work responsibility as determined by the Select Board. No Town-owned vehicle shall be driven outside the [60 miles of the tri-state \(Massachusetts, New Hampshire and Vermont\)](#) limits ~~of the State of Massachusetts~~ without the permission of a Department Head who shall obtain approval from the Select Board for a vehicle to be driven out of State.

Employees are responsible for items such as equipment, vehicles, supplies, credit cards, and keys etc., issued to them by the Town and which are in their possession or control. Town employees are required to notify the Town Coordinator should this property be damaged, lost, or stolen, and that property that is no longer serviceable should be handled according to the surplus property policy. Employees must return all property belonging to the Town on or before their last day of work.

The Town may take any and all action deemed necessary to recover town property.

#### Section F-5.20: Whistle Blower

The Town encourages all employees to report information – without fear of actual or threatened discrimination, retaliation, or reprisal – that they in good faith reasonably believe is evidence of gross misconduct; gross mismanagement; gross misuse or waste of public resources or funds; fraud; violations of law; abuse of authority in connection with the conduct of municipal operations or contracts; or a specific danger to health, security, or safety.

The Town shall not recommend, take, or threaten to take any disciplinary action having a negative or adverse impact on an employee or independent contractor because they:

1. Made or is perceived to have made a report.
2. Sought remedy under applicable law after making a report.
3. Participated in or cooperated with an inquiry or review by an authorized official of the Town or any other governmental entity with jurisdiction over the Town, regarding a matter that would constitute a report or a violation of this whistleblower provision, or with an enforcement or judicial proceeding arising from such an inquiry or review.
4. Refused to obey an order that would violate the law.
5. Refused to work or authorize work when a hazardous safety or security condition presents an imminent danger of death or serious injury, and there was no reasonable alternative to refusal, there was not sufficient time to eliminate the danger in absence

of refusal or the individual where possible, notified the Select Board of the condition and of the intent not to perform or authorize work.

#### Section F-5.21: Workplace Privacy

Each employee must understand that personal items and personal communications received or stored on Town premises or Town equipment are not entitled to a guarantee of privacy. As circumstances of significant suspicious activity, and with approval of Select Board and upon advise of Town Counsel, Town Coordinator and/or Department Heads may search Town property and documents in employee desks, lockers, file cabinets, etc.

#### Section F-5.22: Workplace Safety

The Town is concerned about the safety and welfare of all employees. All employees are expected to exercise a high degree of care for the safety of themselves, other employees, customers, vendors, the general public, the property of the Town and the property of others whenever they are working, whether on Town property or not.

No employee may have in their possession on Town property or while working, any weapon, including, but not limited to firearms, explosives, or a knife, except for those weapons used exclusively in the performance of the employee's duties. Employees must wear seatbelts when operating Town owned or leased vehicles or while operating their personal vehicles on Town business.

Employees are expected to cooperate with management on all safety and health procedures and to properly use all equipment and devices provided for such purposes. The Town may provide additional safety training as needed or may post rules and regulations on the bulletin board. The Town will be as safe as employees make it.

The Town's general safety rules and regulations are as follows:

- Comply with Occupational Safety and Health Act (OSHA) standards and all rules, regulations and orders that apply to his or her own action and conduct.
- Report all unsafe conditions to a Department Head or Town Coordinator at once.
- Report all injuries, however slight, to a Department Head or Town Coordinator immediately.
- Good housekeeping throughout the facility is essential to safety, efficiency and satisfactory working conditions. Employees are expected to participate in helping to keep the facilities clean and neat.
- Employees shall not operate any equipment until they (1) have obtained the required operator's license where applicable; or (2) have been properly instructed by their Department Head and the Department Head has certified in writing that the employee may operate the equipment.

- Where applicable, inspections and certifications of all vehicles shall be maintained. Vehicles and equipment out of compliance shall not be used except for purposes of renewing certification or with written approval by Select Board.
- Loose-fitting clothing (flowing ties, long sleeves, shawls, coats) or dangling jewelry shall not be worn around moving equipment or machinery.
- When working or on service calls, employees may not pick up persons or ride with persons who are not town employees, and with the exception of public safety employees (Police, Fire, DPW, EMS), they may not enter private homes unless or until they confirm that an adult (over 18 years old) is present.

The Town and its employees resolve to maintain a safe and healthy work environment and to comply with all Federal, State, and local Health and Safety Laws and Regulations as apply to municipalities. All incidents of violations of the laws shall be brought to the immediate attention of the Town Coordinator or Department Head who will decide within 24 hours as to how to settle the situation. If the situation is not satisfactorily settled, it will be taken to the Select Board for final resolution.

#### Section F-5.23: Workplace Violence

The Town maintains a zero tolerance practice toward workplace violence, or the threat of violence, by any of its employees, customers, the public, or anyone who conducts business with the Town. It is the intent of the Town to provide a workplace that is free from intimidation, threats or violent acts.

If an employee has been threatened by anyone, has sworn out a protection-from-abuse order against anyone, or has reason to fear assault or bodily harm from someone, the Department Head, Select Board, or the Town Coordinator must be alerted. They should be provided with a description of the individual, and any other pertinent information (license plate number; color, make and year of vehicle; etc.) that would allow them to identify the individual. Employees who feel under imminent personal danger should dial 911 for immediate assistance.

Workplace violence includes but is not limited to harassment, threats, intimidation, coercion, physical attack, and/or property damage. A threat is the explicit or implicit expression of intent to cause physical or mental harm.

Prevention efforts include but are not limited to informing employees of this practice, instructing employees regarding the dangers of workplace violence, communicating the sanctions imposed for violating this practice and providing a reporting hierarchy within which to report incidents of violence without fear of reprisal.

Each incident of violent behavior, whether the incident is committed by another employee or an external individual such as a customer, vendor, or citizen must be reported immediately to the Department Head, the Town Coordinator, or Select Board who will assess and investigate the incident.



Anyone witnessing an act of violence must inform the Town Coordinator, Department Head, or Select Board of all reported incidents of workplace violence. If an employee of the Town is alleged to have committed an act of violence, they may be placed immediately on leave of absence with pay pending the outcome of an investigation by the Select Board, at its sole discretion.

In critical situations in which a serious threat or injury occurs, emergency responders such as Police, CSO social worker, Fire or EMS personnel must be promptly notified.

Department Heads and/or Select Board are responsible for explaining to all new employees the departmental procedures regarding reporting incidents of violence, what to do if the employee is threatened or if an incident of violence actually takes place and dealing with the aftereffects of an act of violence.

Any employee who acts in good faith by reporting real or implied violent behavior will not be subjected to any form of retaliation or harassment. Any action of this type resulting from a report of violence must be reported to the appropriate management staff, and, when warranted, law enforcement officials for investigation and decisions regarding proper actions.

#### **F-5.24: Non-Town Related Work Tasks**

During their worktime, employees will not perform tasks of a personal nature for any Town official or other individual. The performance of tasks of a personal nature without the expressed permission of the Select Board shall be considered a serious transgression which may result in disciplinary action up to and including dismissal.

Notwithstanding the preceding, there may occur emergencies during which time a Town employee, during work hours, may perform an action (e.g. an emergency response to a fire or EMS call) that could be construed as a personal task. The Select Board views response to fire and EMS calls, either within the Town or in a mutual aid situation, as critical to life safety and protection, and as such, an employee shall not have their pay adjusted for absence on behalf of the Fire Department. Such activities are to be reported to their supervisor and the Select Board as soon as possible.

In the event that, during work hours and/or with Town equipment, a Town employee feels pressured or compelled to perform a task of a personal nature on behalf of another individual (whether a Town employee or not), such activities are to be reported immediately to the supervisor and Select Board.

## APPENDIX

### **I: Compensatory Time for Exempt Employees**

#### Policy Statement

Exempt Employees are not eligible for overtime according to the Fair Labor Standards Act. The existence of this policy does not represent a “contract” for employment between the employee and the Town. The Select Board may choose to grant compensatory time off to qualifying exempt employees who are required to work in excess of forty (40) hours per week for special projects, unusual/irregular events or during weekends or any normally scheduled time off. Compensatory time will be granted on an hour-for-hour basis.

#### Applicability

This policy only applies to exempt employees whose compensation does not have anticipated overtime pay build into the regular rate.

This policy only applies to work performed beyond forty (40) hours in a week due to exceptional circumstances that requires overtime and must be pre-approved by the Select Board. A Select Board member must sign the employee timesheet to record approval.

This policy applies only to compensatory time that will be carried beyond the pay period in which the qualifying excess hours are worked. Qualifying employees are permitted to manage their work hours within a pay period as needed, consistent with their duties and responsibilities, without Select Board pre-approval.

It is the employee’s general responsibility to prioritize and manage their work within the normally compensated hours. Employees are encouraged to seek help from the Select Board with general workload challenges. This compensatory time policy is limited to exceptional circumstances and is not intended to grant compensatory time for all overtime worked beyond the forty-hour workweek.

#### Accrual and Use of compensatory time.

An employee who has accrued compensatory time and requests use of the time must be permitted to use the time off within three (3) months after making the request. Employees must request approval to use comp time five (5) days prior to the date requested off. Supervisors may deny the request if the use of compensatory time will “unduly disrupt” the department's operations.

All compensatory time earned by exempt employees in any workweek must be taken during the three-month period following the end of the workweek during which the compensatory time was earned. Compensatory time must be used prior to using vacation or personal time.

Compensatory time accrued is subject to an accrual limitation of forty (40) hours. Employees cannot accrue compensatory hours in excess of forty in a three-month period. Compensatory

time must be used in the fiscal year it was earned. Should compensatory time remain unused at the end of a fiscal year or upon termination of employment, unused balances of compensatory time will be forfeited and will not have any cash value.

## **II: Sexual Harassment Policy**

### **I. Introduction**

It is the goal of the Town of Leyden to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

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

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

### **II. Definition of Sexual Harassment**

In Massachusetts, the legal definition for sexual harassment is this: "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- a. submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
- b. such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

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

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

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute

sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

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

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

### III. Complaints of Sexual Harassment

If any of our employees believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting [Name, address and telephone number of the appropriate individual to whom complaints should be addressed. Such individuals may include human resources director, manager, legal counsel to organization or other appropriate supervisory person]. [This person] [These persons] [is/are] also available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

### IV. Sexual Harassment Investigation

When we receive the complaint, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we will, to the extent appropriate inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

### V. Disciplinary Action

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

#### VI. State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

[The United States Equal Employment Opportunity Commission \("EEOC"\)](#)

[The Massachusetts Commission Against Discrimination \("MCAD"\)](#)