

# **Personnel Policy and Procedures Town of Hawley, Massachusetts**

(Adopted April 16, 2006)  
(Revised and Adopted August 16, 2022)

## **SECTION 1: Title**

The Provisions of this regulation shall be entitled “Personnel Policy and Procedure, Town of Hawley, Massachusetts”. This regulation may be referred to as the “Policy” for the purposes of this document.

## **SECTION 2: Effective Date of Policy**

This Policy shall take effect upon the approval of the Hawley Board of Selectmen.

## **SECTION 3: Scope of the Policy**

This Policy shall apply to all employees of the Town of Hawley except contract employees. This policy does not apply to those who serve in offices filled by popular election or to those who serve on voluntary boards or committees.

The above statement notwithstanding, it should be noted that there are certain sections of this Policy regarding conduct that apply to ALL Members of the Town of Hawley professional community, including part-time employees, full-time employees, contract employees, elected officials, and appointed committee members. See especially SECTIONS 6H, 9 and 11, below,

## **SECTION 4: Administration**

The Policy shall be administered by the Board of Selectmen who shall be the final authority and administrators in all matters addressed by

the Policy<sup>1</sup>. The Board of Selectmen may establish procedures as necessary to fulfill this charge and may, from time to time, make and issue interpretations and regulations consistent with the provisions of this Policy and necessary for its administration. Similarly, the Board of Selectmen shall periodically review the Policy and make recommendations for changes, as appropriate, and in accordance with the provisions governing amendments as set forth in section 10.

It shall be the responsibility of the Board of Selectmen to administer this Policy consistent with its duties and responsibilities as defined by the Massachusetts Constitution, Massachusetts General Laws, U.S. Federal Law and the By-laws of the Town of Hawley.

### **SECTION 5: Definitions**

As used in this Policy, the following phrases shall have the following meaning unless a different meaning is clearly required by the laws of the Commonwealth.

- A. BULLYING: See Section 11 for definition.
- B. COMPENSATORY TIME: Time off with pay in lieu of overtime pay for irregular or occasional overtime work. Compensatory time is accumulated at the rate of one and one half times the amount of overtime worked.
- C. CONTINUOUS EMPLOYMENT: Employment uninterrupted except for required military service and for authorized vacation, sick leave, maternity leave, bereavement leave, court leave or other approved leave of absence.
- D. CONTRACT EMPLOYEE: An individual who enters into a contractual agreement with the town in order to provide a service in exchange for a fee. They control their own time, provide their own tools and usually provide their own materials.

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<sup>1</sup> Except as otherwise mandated by State or Federal law.

E. DEPARTMENT: Any division of town government that deals with a specific subject or area of activity.

F. DEPARTMENT HEAD: The officer-or other individual having immediate supervision and control of a department.

G. EMERGENCY EMPLOYEE: An emergency employee means a non-competitive appointment to a position for a period of time not to exceed two (2) weeks to prevent stoppage of public business that was caused by an emergency as declared by the Board of Selectmen. An emergency employee shall not be entitled to benefits.

H. EXEMPT EMPLOYEE: A salaried employee who is in an executive, administrative, or professional capacity and is not generally entitled to overtime pay if he or she meets the following criteria as defined by the Fair Labor Standards Act, 29 USC Sections 201-216:

- 1) Executive: primary duty is to manage a department
- 2) Administrative: primary duty is office or non-manual work directly related to management policies, or directly assisting an executive.
- 3) Professional: primary duty requires advanced knowledge acquired by specialized study, work is intellectual and the result is not standardized.

I. FULL-TIME EMPLOYEE: A regular employee who works at least 40 hours per week throughout the year. Hours worked as an elected official may not be combined with hours worked in an appointed capacity in determining an employee's status.

J. GRIEVANCE: A complaint or dispute between an employee and his/her supervisor.

K. MANUAL LABORER: A non-office worker position that requires regular lifting, carrying of objects, cleaning or other physically strenuous labor.

L. NON-EXEMPT EMPLOYEE: An employee, whether paid a salary or hourly wage, whose primary duty is not executive, administrative, or professional in nature. A non-exempt employee is entitled to overtime pay.

M. OVERTIME: Time worked in excess of the normal workweek of 40 hours.

N. PART-TIME EMPLOYEE: A part-time employee is a regular employee who works less than 40 hours per week throughout the year. Again, hours worked as an elected official may not be combined with hours worked in an appointed capacity in determining an employee's status.

O. PROBATIONARY PERIOD: The first six months of employment for all new non-temporary employees of the Town shall be considered a Probationary Period. (See Section 6, item H).

P. PUBLIC SAFETY POSITION: Any position included in the Fire Department, Police Department, Civil Defense or any ambulance attendant, Emergency Medical Technician, First Responder, or other similar position.

Q. REGULAR EMPLOYEE: A regular employee is one who has completed his/her probationary period and is retained in a position where the intent is more than six months continuous employment.

R. SEXUAL HARASSMENT: See Section 11 for definition.

S. TEMPORARY EMPLOYEE: A temporary employee in a full or part-time position whose services are not likely to be required on a

year-round basis. Seasonal employees and employees hired for a specific project on a short-term basis are considered temporary employees. Emergency employees do not qualify as temporary employees.

T. WORKWEEK: The normal workweek for Town employees is from Sunday to Saturday. More than 40 hrs in that 168 hour period is overtime.

## **SECTION 6: Employment Practice**

### A. Equal Employment Opportunity

The provisions of this policy shall be applied to all employees without discrimination as to age, gender, marital status, race, color, creed, national origin, handicap, veteran status or political affiliation.

Derogatory comments and objectionable conduct of a racist, ethnic, or sexist nature or those aimed at a person's handicap are not only abusive and offensive, but are also violations of the laws, policies and guidelines of equal opportunity. No employee, either male or female, is to be subjected to unsolicited and unwelcome conduct of a sexual nature, nor is any employee to be subjected to comments that are disparaging to his or her handicap, sex, gender identity, or racial or ethnic background.

### B. Hiring

Subject to the provisions of this Policy, if a vacancy occurs or a new position is established, the Personnel Committee, in consultation with the Department Head, must, subject to the approval of the Board of Selectmen, advertise the position opening. All openings, except those filled on an emergency basis, shall be publicly posted for seven days. In addition, the position may be advertised locally and on the Town's official

website. Upon receipt of applications for the position, the Personnel Committee, in consultation with the Department Head, shall screen selected candidates by phone; then conduct in-person interviews of the most qualified candidates.

Prior to final appointment, new regular full and part-time candidates selected for further consideration will have their references checked by a member of the Personnel Committee using a standardized reference form, and these reference checks shall require prior approval by the candidate and the candidate will hold the Town harmless from acting upon any information received. Unless a medical exam is necessary, the Personnel Committee, with the approval of the Department Head, will then recommend the best qualified candidate for the position to the Board of Selectmen for their approval.

C. Medical Exam

In addition, the employment of all candidates selected for Public Safety or manual labor positions will be subject to their satisfactorily completing a medical examination performed by a physician of the Town's choice at its expense before beginning employment. All candidates will be required to furnish the Town with a copy of their physical exam report, or furnish authorization for the Town to access their medical records for this purpose. Any CDL drivers will also be required to satisfactorily complete a pre-employment drug and alcohol test. Random drug testing may be required of any Public Safety or manual labor positions.

D. Appointments

All appointments shall be made in writing by the appointing authority and shall include compensation, the starting date and any appropriate additional information. An applicant who accepts an appointment and fails to report to work on the starting date set by the appointing authority, except for good

cause, shall be deemed to have declined the appointment and the offer of employment shall automatically be withdrawn.

E. Orientation

The Board of Selectmen and/or the Department Head shall inform new employees of their rights, responsibilities, duties and obligations; shall thoroughly explain all benefits and options the employee is entitled to; and shall assist the employee with completion of appropriate forms. The employee shall be provided with a copy of this Personnel Policy and shall receive on-site training and orientation regarding the duties of the job, specific rules, regulations, policies or procedures of the employee's assigned department including the safety policies and procedures.

F. Immigration

All employees hired after November 6, 1986, will be asked to provide their Department Heads, within 72 hours of employment, with documentation which indicates their United States citizenship or, if not citizens, that they are legally authorized to work in the United States. The Town will provide an I-9 form for this purpose and the Town must verify the documentation and sign a form provided by the U.S. Immigration and Naturalization Service, attesting to the fact that employment is legal according to Federal guidelines.

G. Probationary Period

The first six months of employment for all new non-temporary employees of the Town shall be considered a Probationary Period. This period allows the employee an opportunity to get to know the Town and the position, and allows the employee's supervisor to appraise the employee's skills and abilities. Employees who leave the service of the Town at the end of this six-month period shall not be entitled to any accrued vacation. An employee is entitled to receive pay for holidays and may

accrue sick leave as earned. However, pay for sick leave will be made retroactively at the end of the probationary period.

Upon expiration of the probationary period the appointing authority shall notify the probationary employee that:

1. The employee's performance meets satisfactory standards and that the individual will be retained in the position; or
2. The employee's performance requires additional observation and that the probationary period will be extended an additional period of time not to exceed three months; or
3. The employee's performance, attitude or conduct was unsatisfactory, stating the specific reasons, and that removal will occur.

The employee may be removed by an appointing authority at any time if it is revealed that the employee intentionally falsified information relating to the application for employment; was unable or unwilling to perform the required duties; or displayed conduct, habits or dependability which did not merit continuing the employee in the position. The employee shall be notified in writing of the reasons for the termination and the effective date of the action.

#### H. Standards of Conduct

**COVERAGE: All personnel subject to the jurisdiction of this policy**

- **must conduct themselves at all times with dignity and professionalism, in a manner consistent with the highest ethical standards expected of public servants, and with an awareness that their actions and behavior reflect not only upon themselves as individuals, but upon the Town;**



- shall avoid any action which might result in, or create the impression of, using public office or assets for private gain;
- shall avoid giving preferential treatment to any person or group of persons;
- shall exercise complete impartiality in conducting Town business;
- shall dress in a manner that is consistent with their work environment.
- shall not engage in sexual harassment;
- shall not engage in behavior that can reasonably be construed as bullying or creating a hostile work environment.

Those who violate this policy shall be disciplined subject to the Town's disciplinary procedure (Section 6-J below).

#### I. Disciplinary Policy

When an employee fails to observe regulations necessary for the proper operation of town departments, supervisors, department heads, and appointing authorities shall be responsible for taking disciplinary action. They shall exercise this responsibility with discretion and with concern for the employee

The following is intended to serve as a guideline in the determination as to when disciplinary action is appropriate and what form it should take. In making the decision as to what form of disciplinary action to take, the disciplining authority will consider all relevant factors. These factors include, but are not limited to: the circumstances of the particular infraction; the seriousness of the incident; the employee's overall employment record; and the detriment to the town, its employees, residents, or visitors that has occurred as a result of the infraction. This disciplinary policy does not constitute a contract or grant contractual rights to an employee.

The following are examples of cause for disciplinary action:

- a. Incompetence or inefficiency in performing assigned duties.
- b. Inability to perform one or more critical elements of the position.
- c. Refusal to perform a reasonable amount of work or violation of any reasonable official order or failure to carry out any lawful and reasonable directions made by a supervisor.
- d. Habitual tardiness or absence from duty.
- e. Falsification of timesheets or any other intentional misrepresentation made by the employee to the employer or to another that is material to the employee's work for the Town.
- f. Use or possession of illegal narcotics or alcohol while on duty.
- g. Misuse or unauthorized use of town property.
- h. Fraud in securing the appointment.
- i. Disclosure of confidential information.
- j. Abuse of sick leave or absence without leave.
- k. Commission of a felony or other serious crime (including but not limited any crime of violence against another person), as proven by a conviction or admission to sufficient facts, if such conviction or admission to sufficient facts, occurs during the employee's period of employment, or in the event that it occurred prior to employment and was concealed by the employee from the appointing authority.
- l. Violation of safety rules, practices and policies.
- m. Engaging in sexual harassment, bullying or otherwise creating a hostile work environment.

For disciplinary action in cases of sexual harassment or bullying, see Section 11: Sexual Harassment and Bullying.

Disciplinary action may include an oral reprimand, written reprimand, suspension and/or discharge.

1. Oral reprimand:  
A Department Head or the Board of Selectmen, upon observing an action, may issue an oral warning to the employee. The oral warning shall be presented with maximum regard for avoiding embarrassment to the employee and shall include a statement concerning the purpose of the warning. An oral reprimand shall be noted in the employee's personnel file.
2. Written reprimand:  
If an oral reprimand fails to correct an action warranting disciplinary action, the Department Head or Board of Selectmen shall issue a written warning. This shall include the reason(s) for the warning and an offer of assistance by the Department Head or the Board of Selectmen in correcting the problem. A written reprimand may also be used without an oral reprimand if the seriousness of the action warrants it. A copy of the written warning, signed by the Department Head or the Board of Selectmen and the employee, shall be given to the employee as well as placed in the employee's personnel file and shall carry a specified period in which the behavior must be improved. The employee may include a written response to the reprimand in their file.
3. Suspension:  
At the discretion of the Department Head or the Board of Selectmen, an employee may be suspended for cause without pay for a period or periods not to exceed twenty working days in any twelve-month period. Suspension

may be in lieu of oral reprimand or written reprimand and may be effective immediately. Within forty-eight working hours of the effective date of the suspension the employee shall be provided with a written notice stating the reasons for and the length of suspension.

4. Discharge:

An employee may be discharged for cause. The Department Head or Board of Selectmen shall provide the employee with a written notice stating the reason(s) for the discharge and the effective date of discharge.

J. Complaint/Grievance Procedure

1. **A Complaint.** When an employee believes that he or she is being mistreated in some way by their employer, he or she should first file a complaint. A complaint is any oral, unwritten accusation, allegation, or charge regarding the employee's employment conditions. It should be a timely expression of a problem. Complaints must be expressed and discussed with the employee's immediate supervisor before any grievance is filed. If the complaint cannot be resolved, a grievance may be filed.
2. **A Grievance.** A grievance is a formal written allegation by an employee that there has been a violation, misinterpretation, misapplication, discriminatory application, or unreasonable application of policy, procedure, rule, or regulation regarding the employee's employment conditions.

The steps in this process are:

Step 1: Within 14 calendar days of the incident or the action causing the problem, the complaint will be discussed with the immediate supervisor, who in some cases will be the Department Head. The supervisor will provide the grievant, in writing, with a brief summary of the problem and a response to it within 7 calendar days

following the meeting. If the immediate supervisor is the Department Head, the next step in this procedure is step 3.

Step 2: If the supervisor's reply does not resolve the problem to the employee's satisfaction, the employee may submit a written formal grievance to the Department Head within 7 calendar days from the date of the supervisor's written response. The Department Head will discuss the situation with the employee and will provide the employee with a written response within 7 calendar days following receipt of the grievance.

Step 3: If the Department Head's response does not resolve the problem to the employee's satisfaction, the employee may request that the Board of Selectmen review the grievance. The request to the Board will be submitted in writing within 7 days following receipt of the response of the Department Head. The request will include the following:

- A description of the incident or action which caused the grievance and specifically what the grievance is;
- What the employee considers to be a satisfactory resolution of the matter;
- Why the Department Head's and/or supervisor's decision is either unfair or fails to provide an adequate solution;
- The name of the representative if the employee has decided to be accompanied and represented by another individual at the Selectboard hearing.

Within 14 days of receipt of the request for a hearing, the full Selectboard will set a date for a hearing on the grievance. The date of said hearing shall not be more thirty days nor less than seven days from the date on which it is

scheduled. All provisions of the Massachusetts Open Meeting Law, including those surrounding Executive Sessions (if applicable), shall be in effect. In particular, the grievant, the Department Head, and any other Town employee whose actions are complained of in the grievance are entitled to attend this hearing and shall be provided at least forty eight hours written notice of the hearing.

During that hearing, the Selectboard will review the entire case, may seek additional relevant information, and may interview any of the parties involved. The grievant or his/her representative will have the right to present information (both in writing and through witnesses) and to question others who have provided information. The Department Head, and any other Town employee whose actions are complained of in the grievance, shall have the same right. The Selectboard will issue written findings and recommendations within two weeks with copies to all parties concerned.

#### K. Termination

Employment with the Town has no specified term or length. Employees are free to resign at any time and the Town reserves the right to terminate employment for any reason permissible by law.

##### 1. Voluntary termination

If an employee should resign from the Town, the Town would appreciate as much advance notice as possible so that arrangements can be made for replacement. Usually two-week written notice is sufficient (not including sick or vacation time), except if the employee is in a supervisory or critical capacity (such as treasurer or tax collector), in which case the Town would appreciate a

month's written notice. If an employee resigns, he/she will be paid for accrued but unused vacation time. Compensation paid for vacation time taken but not yet earned will be deducted from the final paycheck, or will be reimbursed by the employee prior to departure. An employee will not be paid for any unused accrued sick or personal leave.

2. Involuntary termination

An employee may be terminated following a probationary period or through the disciplinary procedure outlined in this policy. If an employee is involuntarily terminated, he/she may appeal the decision following the grievance procedure. Involuntarily terminated employees will be paid through the date of termination. He/she will receive pay for any accrued but unused vacation time but will not be paid for any unused accrued sick leave or personal leave.

L. Weather and Emergency Events

It is the policy of the Town to compensate employees who cannot report for work when the municipal building they work in is closed due to snow or other weather-related or cataclysmic event.

If snow or other weather-related event occurs before or during morning commute hours, employees should take a reasonable amount of time necessary to arrive at work safely. Employees who prefer to use accumulated leave time, in lieu of reporting to work, should be allowed to do so.

Unless the Board of Selectmen/designee closes the municipal building, employees who do not report to work at all must use their own accumulated leave for the day. In the event that a decision is made by the Board of Selectmen/designee not to open the building, or to schedule a late opening, employees will

be notified as soon as possible prior to the start of their workday. Employees will be compensated for the period that the municipal building in which they work is closed, unless they were previously scheduled to be on vacation, sick or other leave for that period. A municipal building may be closed to the public but open to the employees.

M. Training and Education

Reimbursement may be sought for work-related courses that serve to improve an employee's knowledge and skills and increase his/her performance with the Town. Approval is subject to approval of the selectboard and the availability of sufficient municipal funds.

ELIGIBILITY -

- Regular employees who work at least twenty (20) hours per week.
- Employees who have worked for the Town at least one (1) year.
- The particular course must be requested and approved prior to enrollment.
- The course must have the recommendation of the department head.
- The course must have the approval of the Board of Selectmen, or appointing authority if other than the Board.

COVERAGE. tuition, registration fees, books or other required training materials.

REIMBURSEMENT. Reimbursement shall be made upon successful completion of the course or program. Successful completion shall mean:

- For a graduate/professional degree course - a minimum grade of C (or equivalent)
- For a high school, undergraduate, or continuing education course - a minimum grade of C (or equivalent)



- For a professional workshop or seminar, a certificate or other proof of satisfactory course completion.

COMMITMENT. The Town may require the employee to sign an agreement to remain with the Town for an additional period of time at least equal to the length of the course. If the employee terminates before completing this period of time he/she will be required to reimburse the Town for the funds expended. The Board of Selectmen may waive this requirement in its sole discretion.

## **SECTION 7: Personnel Records**

The Treasurer must keep personnel records of all Town employees in the Town Hall. The Treasurer must maintain an individual personnel file for each employee, which may contain the following:

- A. Employee application and resume
- B. A copy of any reference checks or background investigation reports.
- C. A copy of any physical or psychiatric examination reports or health reports.
- D. A report of all actions reflecting the original appointment or promotion, demotion, reassignment, transfer, separation or layoff. Action relevant to the employee's rate of pay or position title, commendations, records of disciplinary action, training records, performance evaluations and other records that may be pertinent to the employee's employment record.

Each Department Head shall submit to the Treasurer, with the weekly pay warrant, a time sheet for each employee. This time sheet shall specify the number of hours worked and any leave taken, as well as any pertinent information for the employee's personnel file, as legally required. Each Department Head shall be responsible for

maintaining, for the current fiscal year, a record of the time worked for each employee.

An employee's personnel file shall be considered confidential and access to it shall, unless circumstances dictate otherwise, be limited to the Selectboard, the Treasurer, and Department Heads.

Any employee, upon request, may have access to review his/her personnel file. The employee's review of their personnel file shall be in the presence of the employee's Department Head or one or more members of the Selectboard. If an employee disagrees with any information contained in his/her personnel file, he/she may submit a written statement explaining his/her position, which shall then become part of the permanent record.

Unless written authorization is received from an employee, except to verify employment, no information concerning an employee shall be released unless required by law, including, but not limited to, the Massachusetts Public Record Law.

### **SECTION 8: Benefits**

Regular full-time employees are eligible for full time benefits as outlined in this section. Regular part-time employees scheduled to work 20 hours or more per week, and who have worked continuously for at least six months, are eligible for prorated sick, vacation, holiday pay and bereavement leave as outlined in the subsections of this section. They may also participate in the Town's Group Health Insurance Plan.

#### **A. Leave of Absence**

The Department Head, with the approval of the Board of Selectmen, may grant reasonable requests for "leaves of

absence". At their discretion, such leaves of absence shall fall into one of three categories:

1. Personal: Allowable only if the employee has exhausted his/her vacation and/or personal leave days and only if the workload permits and the absence of the employee will not cause undue hardship to the department. The maximum leave time is eight weeks. This leave will be taken as unpaid leave. Employee benefits will not be provided to employees during unpaid leaves of absence for personal reasons.
2. Medical or Maternity: Medical or maternity leave can be taken up to a maximum of eight weeks either as unpaid leave or as paid sick leave, provided the employee has a sufficient number of sick days. Employee benefits will be provided during such leaves of absence. The Town agrees to abide by the Maternity/ Adoptive leave provisions of MGL Ch. 149, Sec. 105D and FMLA.
3. Paternity: A male employee who becomes a father either through the birth or adoption of a child, and has at least six months service with the Town, may receive up to four weeks of unpaid leave for the purpose of childcare. Request for such leave shall be made at least four weeks in advance to the Department Head. An employee does not accrue sick leave or vacation leave and is not eligible for holiday pay during paternity leave.

#### B. Sick Leave

The term "sick leave" shall apply to personal illness and disabling accidents that are not work-related. Sick leave is an excused absence due to a specified illness. Three or more consecutive days of sick leave may require a physician's certificate to be submitted to the Department Head and the Board of Selectmen.

Notification of absence due to illness must be made to the Department Head at least one hour prior to the regular scheduled start time on the day of absence.

All employees are eligible for sick days after 6 months of continuous, full-time employment. Each regular full-time employee shall be allowed five days of sick leave per year. Sick leave will be granted on July 1 of each new fiscal year for sick leave earned the previous fiscal year. Employees hired after the first of the year, and not yet having a full fiscal year's employment with the town, will receive four sick days for that year. Unused sick leave may be accumulated up to a maximum of fifty days. Regular part-time employees will receive sick leave benefits as above, except on a pro-rata basis.

Sick leave is generally for protection of employees against loss of pay due to personal illness. However, sick leave may be used by an employee for illness of a dependent child or spouse, up to 24 hours per year. Additional time for this reason may be arranged on an individual case by case basis with the Selectboard.

Injury, illness or disability self-imposed, or resulting from recreational use of alcohol or drugs, shall not be considered a proper claim for sick leave under this section.

Upon termination of employment with the Town, all sick leave benefits, accumulated or otherwise, shall cease.

#### B1. Post Injury/Illness Return to Work

If an employee is injured, whether or not it is due to work in the Town of Hawley, and is unable to perform his or her duties under any of the following conditions, the employee's supervisor may require a medical verification from the employee's treating physician that the employee is fit to return

to work and can perform the regular or light duties of their job as specified in their job description. The conditions are:

- The employee filed for or received Workers Compensation
- The employee was admitted to a hospital for his or her injury/illness
- The employee missed more than 5 consecutive days of work due to the illness/injury

The Town reserves the right to send the employee to a medical facility of their choice for a second opinion.

#### C. Personal Leave

All employees are eligible for 2 personal days after 6 months of continuous, full-time employment in exchange for sick days. If an employee chooses to take a personal day when they do not have sick days available to cover, the leave will be considered an unpaid leave of absence.

Adequate notice (minimum of 24 hours) must be given prior to taking a personal day.

#### D. Vacation

Vacation leave will be computed according to the date of hire and shall be taken on a fiscal year basis. Vacation leave may be taken in the year earned or, with permission from the Board of Selectmen, carried over to the next year, except that no more than two weeks of earned vacation may be carried over at any time, and no vacation can be carried over for more than one year.

New regular employees qualifying for vacation time may accrue vacation leave during their first six (6) months of employment, but may not use vacation leave until completing

six (6) continuous months of employment or successfully completing their probationary period, unless approved by the Board of Selectmen.

Full time employees shall be granted vacation leave in accordance with the following schedule:

<u>Service</u>	<u>When credited</u>	<u>Vacation</u>
Less than 1 full year	3 hours per month	Max. 4.5 days
1 year to 4 years	On July 1 of each year	2 weeks
5 years to 19 years	On July 1 of each year	3 weeks
20 years and over	On July 1 of each year	4 weeks

Years of service are determined as of July 1. Regular part-time employees will accrue vacation time, as above, except on a pro-rata basis.

Department Heads shall authorize vacations. Conflicts in scheduling will be resolved on the basis of seniority of continuous service and the Town's needs. The Town reserves the right to cancel approved vacations should work loads require.

#### E. Termination

Whenever the employment of any person, subject to the provisions of this Policy, who has completed his/her probationary period, is terminated due to layoff, resignation, retirement, dismissal, disability, or death, the employee or his/her estate shall be compensated for any accrued but unused vacation leave. Vacation pay is to be computed

retroactively for the time worked during the year if an employee terminates employment for any reason other than a discharge for cause during any given year after completing one (1) year of service to the Town. Employees terminated for cause shall not receive any payment for unused vacation.

#### F. Holidays

All holiday pay is paid at an employee's regular daily rate. The holidays to which full-time employees are entitled to take off with pay are: New Year's Day, Martin Luther King Day, President's Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas,. Employees may substitute a regular paid holiday for a day before or after Thanksgiving or Christmas. In order to qualify for holiday pay, an employee shall have worked on the last scheduled work day before and the work day following such holiday, unless approved in advance by the Department Head and the Board of Selectmen. If a holiday falls on a Saturday, the day off shall be Friday; if it falls on a Sunday, the day off shall be Monday.

In a case where an employee is required to work on a paid holiday, the employee may receive compensatory time, or pay at the rate of time and one-half of the normal hourly rate for the portion of the holiday worked. Compensatory time off with pay must be taken within sixty (60) days of the date of the holiday involved with the specific days or hours of time off subject to the approval of the Department Head.

A new employee is entitled to holiday pay during the probationary period.

#### G. Jury Duty

A regular, full-time employee called for jury duty, or to testify as a witness in a matter before a legal tribunal which involves the Town of Hawley, shall be compensated as follows: He/she

will be paid an amount equal to the difference between the pay he/she would have received from the Town and payment received from said jury or tribunal, other than any travel allowance.

If an employee is a party in a private lawsuit or if he/she is a defendant in a criminal action, he/she will not be paid by the Town to attend court proceedings, unless the employee uses personal days in conformity with that section of this Policy.

#### H. Military Leave

1. **Active Duty:** If a Town employee in a regular, full-time position enlists or is drafted or is called into active duty to serve in the Armed Forces of the United States, then the Town will grant such employee a leave of absence without pay. Upon satisfactory completion of active service in the Armed Forces, the employee will be restored to his/her former position or to a position of similar seniority, status and pay. The employee must make application for reemployment within ninety days after his/her discharge from military service or within one year if the employee is hospitalized while on active duty.
2. **Reserve Training:** If an employee is a member of an organized unit of the ready reserve of the Armed Forces which requires military training not to exceed seventeen days in any one calendar year, he/she will be granted a leave of absence and paid the difference between his/her military base pay and his/her regular pay. The leave will not affect the normal accrual of vacation, personal or sick leave credits. The employee's participation in the Town's health care insurance plan will not be affected.

#### I. Bereavement Leave:



A regular employee, who works twenty hours per week or more, may be granted up to three days leave without loss of pay for the purpose of arranging for and attending the funeral of a member of the employee's immediate family. "Immediate family" shall include spouse, child, parent, parent-in-law, foster or stepchild, or sibling.

An employee may be granted up to one day bereavement leave for the purpose of attending the funeral of a grandparent, aunt, uncle, cousin or other close relative.

In the event of the death of a past or present employee of the Town of Hawley, regular employees may, at the discretion of their Department Heads, be granted such time as necessary to attend the wake or funeral. Subject to the approval of the Board of Selectmen, such leave may be without loss of pay.

#### J. Insurance:

All employees working a minimum of twenty hours per week on a year-round basis are entitled to join the Town's group insurance program. The Town pays 75% and the employee's share of 25% is deducted from his/her paycheck.

Employees who are involuntarily terminated due to lack of funds, lack of work or abolition of the position may continue in the group plan for up to thirty-nine weeks or until insured under another group plan (MGL Ch. 32B, Sec. 17). The involuntarily terminated employee will be responsible for 100% payment of all insurance premiums.

A surviving spouse may continue coverage for him/herself and dependents until the death or remarriage of the spouse, provided that she/he pays the entire premium (MGL Ch. 30B, Sec. 9B).

#### K. Retirement:

Employees who earn over \$2,000 per year are required to join the Franklin County Retirement System, with payroll deduction made in accordance with State Law and date of hire. Employees who earn between \$200 and \$2,000 per year have the option of joining the Retirement System or not. Employees who earn less than \$200 per year are not eligible to join.

#### L. Retired Employee Health Insurance

For a Town employee to qualify for participation in the Town's group insurance at the time of his/her retirement, the town employee must meet the following conditions:

1. The employee must qualify for County Retirement and must be retiring from the Town of Hawley after a minimum of 10 years of continuous employment by the Town of Hawley.
2. The Town will be responsible for 50% of the cost of the individual network plan health insurance under the Town's group coverage. The employee will be responsible for the balance and any additional premium if they choose to insure additional dependants.
3. When a retired employee receiving health benefits through the Town reaches 65 years of age they will remain eligible for 50% coverage of their health insurance premium. If the employee has a spouse who becomes eligible for health insurance, they may elect to pay 100% of their spouse's premium through the Town's group coverage.
4. The Town will notify the retired employee in writing of any changes in their benefits or premiums by first class mail.
5. The retired employee will be responsible for paying their premiums prior to the first day of the month for which they will be covered. If the retired employee's premiums are in arrears more than 30 days, the Town will notify the retired employee by certified first class mail that their insurance will be terminated for non-payment 15 days from the date or postmark of the letter.

6. The retired employee's spouse and/or dependents will have the option, upon the death of the retiree, to continue group coverage through the Town at 100 % of their own expense and subject to the above terms.
7. If a retiring employee chooses not to participate in the health insurance program available to them at the time of retirement, they may be eligible to enroll under the Town's group carrier in the future if they can satisfactorily demonstrate that they have had continuous group coverage through another provider until the time of their request of the Town. The retired employee shall give the Town 60 days notice before their desired start date for coverage.
8. This policy will become effective immediately upon vote of the Select Board for current Town employees and after 30 days of the date of the Select Board vote for current retired Town employees.

M. Workers Compensation:

Police and Fire uniformed employees are covered under the provisions of MGL Ch. 41, Sec. 100 and 111F and are entitled to the rights and benefits of these laws. All other employees are covered under the Massachusetts Workers Compensation Law and are entitled to the benefits and provisions of this law. Employees may use their accumulated sick or vacation leave to make up the difference between their regular pay and the amount of pay received under Workers' Compensation.

## **SECTION 9: Compensation Policy**

- A. Job Descriptions: The Board of Selectmen, with the assistance of the Personnel Committee, is responsible for preparing job descriptions for each position in the Town services which describes the duties, authority, and responsibilities characteristic of each position. The job descriptions are descriptive and not restrictive and shall be reviewed annually to note any significant changes that may have taken place during the year.

B. Compensation: The Board of Selectmen shall be responsible for preparing a recommended rate of pay schedule for all town positions that receive compensation on a yearly basis. The recommendations of the Board shall be reviewed with the Finance Committee along with the proposed fiscal budget. Whenever the Board considers changes in wages and salaries, it shall take into account and give as much weight as it may deem desirable to the following:

1. The financial policy and economic considerations of the town.
2. Rates of pay for like positions in other local Massachusetts towns considered by the Board as comparable to Hawley.
3. Rates of pay for like jobs (if any) in commercial and business establishments in the Hawley area.
4. Other benefits received by Town employees.

Step 1. Wage and salary increases shall be based upon performance and cost of living increases. The employee's Department Head or supervisor shall evaluate each subordinate employee's performance and recommend any wage or salary increase to the Board of Selectmen by February 1 for the following fiscal year.

Step 2. The Board of Selectmen will evaluate each request and will present to the Finance Committee by March 1 the recommendations for wages and salaries for all positions covered by this policy and a recommendation for a cost of living increase for the following fiscal year.

Step 3. The Board of Selectmen shall also periodically evaluate the amount and method of compensation of Town Officials who receive a fee or portion of a fee for services, inspections, or other responsibilities performed as a part of their official duties to ensure that these methods of compensation are equitable.

Step 4. The Board of Selectmen shall also periodically evaluate the salary and method of compensation of those who serve in offices filled by popular election.

Step 5. The Board of Selectmen shall annually make its recommendations to the Finance Committee by March 1 for the following fiscal year. The Board may also be responsible to present its recommendations to the annual town meeting.

C. Overtime/Compensatory Time: Payment for overtime shall be in accordance with the terms of the Fair Labor Standards Act of 1938, as amended. If an assignment requires work in excess of forty hours per week, such overtime must be authorized in advance by the Department Head.

Non-exempt employees shall be paid one and one-half times their regular hourly rate for the hours worked beyond forty in the workweek. Compensatory time may be taken in lieu of overtime pay, at the rate of time and one-half, only by mutual agreement of both employee and supervisor prior to overtime hours being worked. If such an agreement is made, the compensatory time should be taken within a reasonable time of being earned. An employee is eligible to be paid for any unused compensatory time upon termination or retirement. Compensatory time may be accumulated to a maximum of 240 hours for full-time employees and a pro-rated equivalent for part-time employees.

Supervisory, professional and managerial employees are exempt employees and are not eligible for overtime pay or compensatory time.

D. Call-back Pay: Any regular, full-time employee called back to work after the end of a work-day shall be paid for a minimum of three hours at one and one-half times the employee's pay rate.

E. Pay for Temporary Assignments: When an employee is temporarily assigned to a position with a higher pay rate for forty or more consecutive work hours, he/she shall be granted a pay increase equal to the rate of pay for that position for the duration of the temporary assignment.

F. Payroll Period: Employees are paid on a weekly basis for a period beginning on a Sunday and ending on Saturday. Payday is generally Wednesday for the one week period ending the previous Saturday.

### **SECTION 10: Repeal and Amendment**

This policy may be altered, repealed or amended following a hearing, at any Selectboard meeting specifically called for that purpose. The hearing and Selectboard Meeting must be advertised in advance per the Town's normal procedures for deliberative bodies. Following such a hearing, the Selectboard will then act to officially adopt or reject the changes. If adopted, the changes will be incorporated into this Personnel Policy. The Selectboard may also, from time to time, define interpretations of this policy according to its regular governance and posting process.

### **SECTION 11: Sexual Harassment and Bullying**

**Sexual harassment** in the workplace is unlawful. All employees (including officers and volunteers) have the right to work in an environment free from all forms of discrimination and harassing conduct. All employees (including officers and volunteers) have the right to file a complaint if they feel they have been discriminated against or sexually harassed. If a sexual harassment complaint is filed, it is unlawful to retaliate against an employee for filing such a complaint or for cooperating in the investigation of such a complaint. The Town of Hawley believes that sexual harassment is a form of misconduct that undermines the integrity of the employment relationship and demeans both genders. The Town expects all employees, officers and volunteers to conduct themselves in a professional manner with concern and respect for their colleagues and the public.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature

when submission to such conduct or communication is either an explicit or implicit term or condition for employment, and/or rejection of such conduct or communication is used as the basis for making employment decisions. Furthermore, any such unwelcome conduct or communication that has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment is likewise prohibited.

Sexual harassment can be verbal, physical or visual. It can take the form of verbal abuse such as sexual insults, suggestive comments, demands for sex and dirty jokes. It may entail physical touching and "horseplay", or the display of visual materials such as cartoons, pictures and photographs.

**Bullying** is generally defined as unwelcome behavior that occurs over a period of time and is meant to harm someone who feels powerless to respond. Verbal bullying includes teasing and threatening to cause harm, according to [stopbullying.gov](http://stopbullying.gov), a website managed by the U.S. Department of Health and Human Services. Social bullying in the workplace might happen by leaving someone out of a meeting on purpose or publicly reprimanding someone. These behaviors may or may not constitute unlawful harassment. Bullying is actionable under federal law only when the basis for it is tied to a protected category, such as race or sex.

Reporting/Investigation:

If you believe that you may have been sexually harassed or bullied, or if you witness or learn about the sexual harassment or bullying of another individual, you should inform your supervisor/manager immediately. If you do not have a clear supervisor/manager, or if you do not wish to discuss the issue with him/her, or if he/she does not address the problem, you should inform the Board of Selectmen (or any individual board member). The Board of Selectmen shall act as the sexual harassment and bullying officer; shall be responsible for

promoting awareness of the Town's sexual harassment and bullying policy and shall be available to all employees, officers and volunteers to receive reports of sexual harassment or bullying and to help facilitate pursuant investigations. If one of the members of the Board is the source of such harassment or bullying, that individual shall abstain from the evaluation and handling of the complaint.

If you are not satisfied with the handling of a report, or action taken, you may then file a written grievance with the Board. A written grievance should state the nature of the claim, the names of the parties involved, and the relief requested. Once the Board has received a written grievance, it will convene a meeting to discuss the grievance with you. Within 10 days after the discussion, the board will prepare a written response which will include the proposed relief.

All reports of sexual harassment or bullying will be investigated promptly and in an impartial and as confidential a manner as possible, under the supervision of the sexual harassment or bullying officer, to ensure prompt and appropriate action. Such investigation may include discussions with all involved parties, identification and questioning of witnesses, and other appropriate actions. If it is determined that sexual harassment or bullying has occurred, action will be taken to end the behavior and ensure that it is not repeated. Disciplinary action may include, but is not limited to, warnings, suspensions, probation, and termination, as decided by the sexual harassment or bullying officer.

Notwithstanding the provisions of this policy, persons committing sexual harassment may also be subject to civil or criminal action.

Reporting Agencies:

The state agency responsible for enforcing the laws prohibiting harassment is:

Massachusetts Commission Against Discrimination (MCAD)  
One Ashburton Place



Boston, MA  
(617) 739-2145  
<https://www.mass.gov/orgs/massachusetts-commission-against-discrimination>

The federal agency responsible for enforcing federal laws prohibiting harassment is:

Equal Employment Opportunity Commission (EEOC)  
One Congress Street  
Boston, MA  
(617) 565-3200  
<https://www.eeoc.gov/>

You may call, write, or email either agency for additional information.

## **SECTION 12: Severability**

If any provision of this Policy shall conflict with any Federal or State statute, Wage and Hour Law or regulation applicable to any position, or any other law, it shall be deemed modified by the prevailing law or regulation. Each provision of this policy shall be construed as separate. If any part of it shall be held invalid for any reason, the remainder shall continue in full force and effect.

## Acknowledgement of Receipt

I, \_\_\_\_\_, an employee of the Town of Hawley, do hereby acknowledge that I have received a copy of the “**Personnel Policy & Procedures**” of the Town of Hawley as amended on [Date amended].

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

I, \_\_\_\_\_, an employee of the Town of Hawley, do hereby acknowledge that I have received a copy of the “**Sexual Harassment and Bullying Policy**” (section 11 of the Personnel Policy & Procedures) of the Town of Hawley.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)