



# PERSONNEL MANUAL

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Adopted by the Deerfield Selectboard  
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## **CHAPTER I: INTRODUCTION**

### **1. Purpose of Rules**

The purpose of this Personnel Manual is to establish a system of personnel administration based on merit principles that ensure a uniform, fair and efficient application of personnel policies. The intent of this chapter is to provide a method of recruitment, selection and development of a workforce that is skilled and effective in accomplishing the goals and services of the Town. Personnel actions are to be made without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, pregnancy or a condition related to said pregnancy, ancestry or veteran status or other non-job related factor, and shall be based on merit and fitness.

This Manual outlines the expectations and benefits established and maintained by the Town. All provisions of the Manual provide guidance and information. All Town departments, boards, and commissions, and their respective positions shall be subject to the provisions of these policies. The final interpretation of the provisions of the Manual is the exclusive responsibility of the Select Board or Appointing Authority, except to the extent that the provisions of these policies conflict with the provisions of any individual personal employment agreement authorized by law, and/or statutory provisions which shall prevail.

The language of these policies is not intended to create nor constitute a contract or other employment obligation between the Town and any or all of its employees. All employees for the Town are at-will employees. These policies are presented as a matter of information only and are not conditions of employment. The Town reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time.

All Town employees are responsible for familiarizing themselves with and adhering to the Town's Personnel policies. Accordingly, the Policies and all attachments will be available in handout format and electronically on the Town's website. Annually, employees will be given copies of the Discriminatory Harassment and Sexual Harassment Policy, Conflict of Interest Guide, and Non-Discrimination-Anti-Harassment policies. This information will also be provided to Supervisors for posting in the individual workspaces.

### **2. Statutory Authority**

These policies are adopted pursuant to the Personnel Bylaw, Deerfield General Bylaws Chapter 35, as amended after approval of Article 4 of Annual Town Meeting, April 29, 2024, and the authority granted by Article LXXXIX of the Constitution of the Commonwealth and MGL c. 41, §§ 108A and 108C.

### **3. Applicability of the Personnel Policy Manual**

The following personnel policy shall be applicable to all permanent full-time, part-time and special/temporary employees of the Town with the exception of those working under the supervision or direction of separate boards or committees which have provided separate personnel policies for such employees.

## 4. Bereavement Leave

Leave, up to a maximum of three (3) days, shall be allowed for death in the immediate family of the employee and shall not be charged against the sick leave allowance of the employee.

"Immediate family," as defined in this section, shall mean wife, husband, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law and grandparents.

One (1) day of leave for death not in the immediate family, at the discretion of the department head, shall be allowed and not charged against sick leave, vacation or personal days of the employee.

## 5. Code of Conduct Policy

### Purpose

The Town of Deerfield seeks to provide efficient and effective services to residents, taxpayers, and visitors, expecting employees to conduct themselves professionally, with consideration and diplomacy towards all. The Town recognizes that employees expect to be treated with respect and civility by people doing business with the Town as well as other employees and appointees, ensuring the personal safety and security in an environment free from intimidation, threats, or violent acts.

### Policies

#### Employee/Appointee

A Town employee/appointee is expected to fulfill the responsibilities of his/her position in a manner that is consistent with the expectations of the employee's Supervisor and the needs of the Town. The employee/appointee is expected to conduct himself/herself in a professional manner in all aspects of work, formal and informal.

All employees/appointees of the Town are expected to act in accordance with the standards, policies, and rules of the Town and to safeguard the Town's reputation and resources. These expectations and standards of behavior extend to the use of Town's facilities, equipment, supplies, and technical resources.

The following are examples of conduct that may result in disciplinary action on the part of the Town, up to and including termination or removal as may be applicable:

- A. Conduct that adversely affects employment conditions, that interferes unreasonably with an individual's performance, or that creates an intimidating, hostile, or offensive work environment;
- B. Behavior including, but not limited to, harassment and sexual harassment, bullying and cyber-bullying, unethical, immoral, deceitful, or illegal conduct that is inconsistent with the standards and expectations of the Town;
- C. Behavior that infringes on the well-being of others;
- D. Interaction with other members of boards, commissions, committees or employees which lacks respect. Professional respect does not preclude honest differences of opinion but requires respect within those differences.

- E. Disclosure of confidential information, seeking favor, personal aggrandizement or profit secured by holding these positions.
- F. Conduct of official business which gives the clear impression that the employee/appointee may be improperly influenced in the performance official duties;
- G. Conduct which does not conform to the Expected Code of Conduct below, and
- H. Any other conduct or performance that does not meet the expectations for employees of the Town.

Be aware that the Town reserves the right to discipline, suspend, terminate, or remove an employee/appointee for criminal, felonious, or other serious acts that occur off Town premises or outside of working hours in addition to those acts occurring while working.

### **Expected Conduct**

- Avoid causing disturbances or disruptions;
- Show respect for others, building facilities and personal property of others;
- Use common courtesy when interacting with others;
- Do not engage in any lewd or offensive behavior;
- Any form of violence is prohibited;
- Smoking, drinking alcohol or appearing to be under the influence of alcohol or any illegal substance is prohibited;
- Refrain from using a raised voice, yelling, using demeaning or disrespectful language, using profanity or otherwise intimidating language.

## **6. Conflict of Interest Policy**

### **Purpose**

The purpose of this policy is to ensure that Town/City employees and officials comply with the requirements of Massachusetts General Laws (G.L.) Chapter (c.) 268A, which governs conduct as a public official or public employee. It is the policy of the Town to require compliance with the provisions of this law, as outlined below.

### **Prohibited Conduct**

The Town employees and officials may not:

- A. Ask for or accept anything (regardless of its value) if it is offered in exchange for you agreeing to perform or not perform an official act;
- B. Ask for or accept anything worth \$50 or more from anyone with whom you have official dealings:
  - Examples of regulated gifts include sports tickets, costs of drinks and meals, travel expenses, conference fees, gifts of appreciation, entertainment expenses, free use of vacation homes, and complimentary tickets to charitable events. If a prohibited gift is offered: you may refuse or return it; you may donate it to a non-profit organization

provided you do not take the tax write-off; you may pay the giver the full value of the gift; or, in the case of certain types of gifts, it may be considered “a gift to your public employer,” provided it remains in the office and does not ever go home with you. You may not accept honoraria for a speech related to your official duties unless you are a state legislator;

- C. Hire, promote, supervise, or otherwise participate in the employment of your immediate family or your spouse’s immediate family without (1) disclosing such relationship and (2) obtaining approval from the Town Administrator or Selectboard;
- D. Take any type of official action which will affect the financial interests of your immediate family or your spouse’s immediate family:
- E. Take any action described in Sections C. and D. above with respect to a romantic partner or member of your household, whether related to you or not;
  - For instance, you may not participate in licensing or inspection processes involving any one of these persons’ business;
- F. Take any official action affecting your own financial interest, or the financial interest of a business partner, private employer, or any organization for which you serve as an officer, director, or trustee:
  - For instance: you may not take any official action regarding an “after hours” employer, or its geographic competitors; you may not participate in licensing, inspection, zoning, or other issues that affect a company you own, or its competitors; if you serve on the Board of a non-profit organization, you may not take any official action which would impact that organization or its competitors;
- G. Have more than one job with the same municipality or county or more than one job with the state unless you qualify for an exemption;
- H. Have a financial interest in a contract with your public employer except under special circumstances:
  - For instance: if you are a Town employee, a company you own may not be a vendor to The Town unless you meet specific criteria, the contract is awarded by a bid process, and you publicly disclose your financial interest;
- I. Represent anyone but your public employer in any matter in which your public employer has an interest:
  - For instance, you may not contact other government agencies on behalf of a company, an association, a friend, or even a charitable organization;
- J. Ever disclose confidential information, data, or material which you gained or learned as a public employee;
- K. Take any action that could create an appearance of impropriety or could cause an impartial observer to believe your official actions are tainted with bias or favoritism, unless you make a proper, public disclosure;
- L. Use your official position to obtain unwarranted privileges, or any type of special treatment, for yourself or anyone else:

- For instance, you may not approach your subordinates, vendors whose contracts you oversee, or people who are subject to you officially to propose private business dealings;
- M. Use public resources for political or private purposes:
- Examples of “public resources” include computers, phones, fax machines, postage machines, copiers, cars, staff time, sick time, uniforms, and official seals;
- N. After leaving public service with the Town, take a job involving public contractors or any other particular matter in which the Town has a direct and substantial interest and in which you participated as a public employee.
- A former Town employee works for a contractor under a contract that she helped to draft and oversee for the Town.
- O. After leaving public service with the Town, within one (1) year following your departure, appear before any Town board or agency in connection with any matter in which the Town is a party or has a direct and substantial interest over which you had official responsibility within the two (2) years prior to your departure.

### **Mandatory Training**

All employees and officials shall participate and comply with the required training provisions of G.L. c. 268A.

## **7. Engagement of Employees**

Employees shall be engaged according to the following procedure:

- A. Public advertisement or notice.
- B. Submission of a written application or on the form provided by the Selectboard.
- C. A certificate of physical fitness from a physician shall be required.
- D. A personal interview may be held by the Selectboard and the department head.

## **8. Fringe Benefits**

Regular employees working for the Town one thousand forty (1,040) hours or more during the year are eligible to participate on a prorated basis in the following fringe benefits programs offered by the Town unless otherwise indicated:

- A. Health insurance. As provided for under Chapter 32B of the General Laws, thirty-five percent (35%) of the premium for this insurance is paid for by the employee.
- B. Life Insurance
  1. Types of insurance available include group life, group total permanent disability and accidental death.
  2. As provided for under Chapter 32B of the General Laws, thirty-five percent (35%) of the premium for this insurance is payable by the employee.
- C. Pension Plan

1. As provided for under Chapter 32B of the General Laws, full-time employees of the Town must participate in the approved county pension plan.
2. Part-time employees may participate if yearly hours of Town employment exceed one thousand forty (1,040) or annual earnings from the Town exceed seven hundred twenty dollars (\$720.).
3. Contribution made to the plan shall be as follows:
  - a. Employees hired prior to November 1, 1975: five percent (5%) of gross wages.
  - b. Employees hired after November 1, 1975: seven percent (7%) of gross wages.
  - c. Employees hired after January 1, 1984: eight percent (8%) of gross wages.
- D. Personal Day. One (1) day for personal use shall be granted by the Town, each year on the anniversary date of employment. An unused personal day will revert to the Town and the employee shall receive no compensation.

## 9. Holidays

Regular employees shall be compensated at their regular rates for the following legal holidays:

New Year's Day  
 Martin Luther King Day  
 Presidents Day  
 Patriots Day  
 Memorial Day  
 Juneteenth Independence Day  
 July Fourth - Independence Day  
 Labor Day  
 Indigenous Peoples' Day  
 Veterans Day  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas

When a holiday occurs on a weekend or during an employee's vacation, the employee may have a compensatory day off.

All employees will be expected to render emergency service whenever necessary.

## 10. Hours

The normal workday shall be eight (8) hours, exclusive of lunch periods. The normal workweek shall be forty (40) hours.

## 11. IT (Information Technology) Systems and Personal Electronic Devices Policy

### Purpose and Scope

The purpose of this Policy is to set forth rules governing the use of the Town's Information

Technology Infrastructure and Telecommunications systems (collectively “IT systems”). This Policy ensures that the use of Town IT systems is consistent with other Town policies, applicable law, employee job duties, and the Town’s business interests.

For the purposes of this Policy IT systems shall include, without limitation, Town-owned or Town- leased computers, laptops, tablets (such as iPads), hardware and software, electronic mail ("e-mail"), electronic files, telephones, cellular phones, pagers, “blackberry”-style devices, smartphones, facsimile machines, official Town social media accounts, and the Internet.

This Policy applies to all Town employees; however, to the extent that this Policy conflicts with the provision(s) of an employee’s collective bargaining agreement, such agreement will control.

The use of Town IT systems by any employee, contractor, consultant or other user (“users”) shall constitute acceptance of the terms of this Policy and all other applicable Town policies.

### **Applicable Law and Other Town Policies**

Use of Town IT systems are subject to all applicable state, federal, and local laws and Town policies, specifically those that govern intellectual property protection, employment discrimination, misuse of Town resources, privacy rights, and confidentiality.

### **Expectation of Privacy**

The Town provides IT systems to employees for business purposes. All such IT systems and all data, software, or other content transmitted by, received from, or stored on the same are the property of the Town and may be accessed and retrieved by the Town at any time.

In addition, designated network administrators may monitor network traffic, and/or access all files, including, without limitation, e-mail files and Internet use history, stored on Town IT systems.

Town employees therefore have no reasonable expectation of privacy in any data transmitted, received, and stored on an/or through the Town’s IT systems.

### **Usernames and Passwords**

All usernames and passwords are for the exclusive use of the individual to whom they are assigned (“owner”). The owner is personally responsible and accountable for all activities carried out under his/her username and should take all reasonable precautions to protect his/her password. Owners are prohibited from disclosing their username and/or password to any person other than the Town’s Systems Administrator. Town employees are prohibited from using, or attempting to use, another owner’s username and/or password.

### **Use of Town IT Systems**

When using the internet on any of the Town’s IT systems, Town employees must adhere to the following:

- A. Using the Town IT systems for anything other than Town business is strictly prohibited.
- B. Users must notify the Town’s IT systems Administrator immediately if they have any reason to believe that one of the Town’s Systems has been infected with a computer virus, spyware, worm, trojan horse, trap door, or other malware; or that someone has attempted to do so. In addition, users are prohibited from using any computer virus, worm, trojan horse, trap door, spyware, or other malware on Town IT systems.

- C. Users shall not access or use Town IT systems for which they have no authorization to do so.
- D. Users are prohibited from disabling, defeating, or circumventing any Town IT system security measure or attempting to do the same.
- E. Users are prohibited from intercepting communication intended for other persons.
- F. Users are prohibited from downloading any software or electronic files of the Town's IT system onto their personal computers, laptops, smartphones, or tablets unless they receive express written permission to do so by the Town's Systems Administrator.
- G. Users are prohibited from installing, updating, or upgrading software on the Town's IT systems unless they receive express written permission to do so by the Town's IT Systems Administrator.
- H. Users are prohibited from disclosing confidential or proprietary Town information unless they receive express written permission to do so from their department head or immediate supervisor;
- I. Users are prohibited from engaging in any unlawful discrimination or any other unlawful activity on Town IT systems.
- J. The use or storage of any image, video, or document that is obscene, pornographic, sexually explicit or sexually suggestive on Town IT systems is prohibited, unless doing so is necessary to conduct official Town business, such as, by way of example and not limitation, workplace investigations and investigations of citizen complaints.

#### **Use of Town Email**

The Secretary of State's Office of the Commonwealth has determined that email qualifies as "public records," as defined in G.L. c. 4, § 7 cl. 26th. Therefore, all email sent by or received through Town Systems shall be archived by the Systems Administrator. All users shall retain either a printed or digital record of e-mail sent by or received through the Town Systems in the same manner that other paper records are kept by their departments, and in accordance with the Record Retention requirements.

Users should be aware that opening programs or files attached to email messages may cause computer viruses to infect Town Systems, and thus should only open such attachments from anticipated and trusted sources.

Town Employees are prohibited from sending a single email to all Town employees unless expressly permitted to do so by the Town Administrator.

#### **Use of Town Cellular Telephones**

Like emails, text or other messages sent via Town cellular phones, Smartphones, and blackberry-style devices may constitute public records, and therefore, any such messages pertaining to official business of the Town should be maintained as public records, in the same manner as email messages (see Section VI above).

#### **Use of Personal Electronic Devices**

For the purposes of this Section "personal electronic devices" shall mean computers, laptops, tablets (such as "iPads"), cellular phones, smartphones, "blackberry"-style devices, and devices with similar abilities that are worn like a wristwatch (such as an Apple Watch or Fitbit).

Employees are permitted to use personal electronic devices while on duty, provided that such

use:

- A. Is of little or no cost to the Town;
- B. Is brief and infrequent;
- C. Does not interfere with the user's job duties;
- D. Does not disrupt the job duties of Town employees;
- E. Does not disrupt Town business;
- F. Is consistent with all applicable Town policies and Federal, State, and local law; and
- G. Is not used to access, download data or other content from, or upload data or other content to any Town IT system, unless permitted to do so under Section V above.

Any other use of personal electronic devices while on duty is prohibited.

### **Violations**

Violation of this Policy may result in either the suspension or permanent loss of the privilege to use Town Systems. It may also result in discipline, up to and including termination from employment. In addition, users shall be personally liable for any losses, costs, or damages incurred by the Town related to violations of this Policy.

Illegal use of Town Systems may result in referral to municipal, State, and/or Federal law enforcement authorities.

Employees shall report violations of this Policy to their Supervisor, or in the case of Department Heads, directly to the Town Administrator. Any form of retaliation against another user for reporting a violation of this Policy is strictly prohibited.

## **12. Probationary Period**

Each new employee shall work a probationary period of six (6) months, during which time he or she may be dismissed at the discretion of the Selectboard or upon recommendation of the department head concerned.

Following the completion of said probationary period, an employee shall be considered a regular employee who may be dismissed only for cause and after a hearing.

## **13. Rates of Pay**

Rates of pay for such employment by the Town shall be established by the Classification-Compensation Plan, with said Plan to be included as an appendix.

Part-time and temporary employees [those employed for three (3) months or fewer] shall not be paid at such rates as recommended by the Personnel Board and set by the Selectboard in the Classification-Compensation Plan.

### **Overtime Pay**

Regular Town employees shall receive overtime pay for all hours worked in excess of forty (40) hours in one (1) workweek consistent with the acceptance of the Annual Town Meeting of MGL c. 149, § 33C. Overtime pay is computed at one and one-half (1 1/2) times the straight-time hourly base rate of the employee. Vacation days, sick days and holidays are counted as time

worked in the computation of overtime. Department heads (highway, sewer, police, Town Clerk) are considered exempt employees and are not eligible for overtime pay.

### **Shift Differential**

Town Departments that regularly schedule work shifts during the period of 3:00 p.m. to 11:00 p.m. shall pay a shift differential of one dollar (\$1.00) for each hour worked. Town Departments that regularly schedule work shifts during the period of 11:00 p.m. to 7:00 a.m. shall pay a shift differential of one dollar fifty cents (\$1.50) per hour for each hour worked. In this case, "Regularly" shall mean no less than four times weekly, and no less than 36 weeks per fiscal year.

## **14. Attendance and Responsibility to report absence**

### **Purpose**

Employees of the Town serve the needs of the town's residents. Punctuality and attendance are important elements for meeting these needs.

### **Employee Time Records**

All employees are required to submit a signed, written record, on an approved form, of time worked for each pay period.

Regular attendance during all scheduled hours of work, reporting to work on time and continuing to work to the end of the work period is expected of every employee on each scheduled workday.

Non-exempt and exempt employees (including part-time and seasonal employees) shall record daily hours worked in accordance with the department's practice (on time sheets) for their supervisor. All time sheets shall be approved by the department head or supervisor before being submitted for payroll. Forms may be obtained from the Treasurer or Town Administrator.

### **Absences**

Each employee must notify the department head and/or supervisor of all absences in writing. Unapproved absences, tardiness and early departures lacking satisfactory reasons shall be grounds for disciplinary action by the department head or supervisor. Employees shall not be paid for time lost due to unapproved absences, tardiness and early departures for unsatisfactory reasons.

### **Inclement Weather Conditions**

When adverse weather conditions cause employees to be concerned about safety traveling to or from work:

The Town Administrator will determine, in consultation with the Select Board Chair, when to close the Municipal Offices; offices under separate authority will determine closures specific to that building;

- A. After consultation with his/her supervisor, an employee will use personal judgment to decide about coming to work or leaving early during inclement weather conditions. The employee's decision will be respected; and
- B. Depending on the circumstance, it may be possible to make up the time lost, with the Supervisor making a determination of the metrics to satisfy that time. Otherwise, hours

missed will be charged against the employee's personal or vacation time, if possible. If not possible to do so, the employee will not be compensated for the time missed.

When weather conditions are especially severe, the Town may delay opening, close for the day, or close early. In these circumstances, the Town Administrator or designee will inform employees, and employees will receive their regular pay regardless of the time missed due to the delayed opening or early closing.

- C. Each employee must notify his or her department promptly of any absence.

## 15. Sick Time

- A. Eligible employees. All full-time and benefit eligible permanent part-time employees.
- B. Collective bargaining agreements and statutory employment agreements. If there is a conflict between this Manual and an applicable collective bargaining agreement or the terms of any applicable statutory employment agreement, including an employment agreement under MGL c. 41, § 108N (applying to town administrators, town accountants, and/or persons performing such duties having a different title), MGL c. 41, § 108O (applying to police chiefs and fire chiefs), and MGL c.78, § 34 (applying to head librarians), the terms of the collective bargaining agreement or statutory employment agreement, as the case may be, shall prevail over the Manual.
- C. "Immediate family" defined. For the purposes of this Manual, the term "immediate family" is defined as a spouse (or significant other that lives in the same household as the employee), son, daughter, mother, father, brother, sister, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, mother-in-law or father-in-law.
- D. Sick time purpose. Sick time is a contingent benefit limited to absences caused by an eligible employee's illness (including illness or disability arising out of or caused by pregnancy or childbirth), injury, or exposure to contagious disease, or the illness of a member of an eligible employee's immediate family, including illness or disability arising out of or caused by pregnancy or childbirth or for medical appointments. Sick leave used for purposes other than legitimate reasons or in an excessive manner may result in disciplinary action up to and including termination of employment at the discretion of the Selectboard.
- E. Doctor's note. The Selectboard, at its exclusive discretion, reserves the right to request a written certificate from a Town-selected physician, at the cost to the Town, or from the employee's physician, relative to the employee's ability to perform the essential functions of the job or in cases of absence under this Manual.
- F. Sick time accrual.
  - 1. Eligible employees with less than ten (10) years of service to the Town may accumulate up to a maximum of sixty (60) days\* of sick time for use by the employee. Each day of accrued sick time shall equal eight (8) hours. Therefore, eligible employees with less than ten (10) years of service may accumulate up to a maximum of 480 hours of sick time. Eligible employees with less than 10 years of service, will accrue sick time at a rate of 0.833 sick time days per month for each month of actual service not to exceed 10 sick days per year, up to a maximum of sixty (60) days\*.
  - 2. Eligible employees with ten (10) years or more of service to the Town may accumulate up to a maximum of ninety (90) days\* of sick time for use by the employee. Each day of

accrued sick time shall equal eight (8) hours. Therefore, eligible employees with 10 or more years of service may accumulate up to a maximum of 720 hours of sick time. Eligible employees with ten (10) or more years of service, will accrue sick time at a rate of 0.833 sick time days per month for each month of actual service not to exceed 10 sick days per year, up to a maximum of ninety (90) days.\*

(\*eligible part-time employees shall accrue sick time on a prorated basis)

- G. Sick time limits. Once an employee's sick time limit is reached, the employee will no longer continue to accrue any more sick leave until such time as the employee uses some portion of the accrued, unused sick time. Once the employee uses sick time causing the amount of sick time being carried to fall below the sick time limit, accrual will resume on a bi-weekly basis. The employee will not be compensated for non-accrued sick time under this policy.
- H. Transition from prior sick time system to current system set forth in this Manual.
  - 1. The amendments to this section shall take effect on July 1, 2015.
  - 2. For the purpose of implementing the transition from the prior sick time system to the accrual and computation system contained in this amended Manual, any Town employee who is covered by this Manual who has accrued sick time that is greater than the amount of sick time that maybe accrued at any given time, as set forth in Subsection F above, as of the effective date on which the amendments to this Manual take effect, shall not continue to accrue any more sick time until such time as the employee has used that amount of accrued, unused sick time to bring the employee within the accrual limits of this Manual.
  - 3. Employment retirement or death: When an employee retires or upon the death of an employee, the Town will pay the employee or the employee's estate unused sick time at a rate of one (1) day per year of service or the employee's sick time balance, whichever is less, up to a maximum of \$4,000.00.

## 16. Social Media

### Purpose and Scope

The purpose of this Policy is to set forth rules governing Town employees' use of social media. Nothing in this Policy is intended to interfere with, restrain, or prevent employee communications or expressions that are protected by law, including, without limitation, the First Amendment of the United States Constitution, State and Federal Whistleblower law, and State and Federal Labor law.

This Policy applies to all Town employees; however, to the extent that this Policy conflicts with the provision(s) of an employee's collective bargaining agreement, such agreement will control.

### Definitions

"Social media platform" shall mean websites that facilitate user participation, networking, and collaboration through the submission of user generated content. Examples of social media platforms include, without limitation: blogs, wikis, and microblogging sites, such as Twitter and Wikipedia; social networking sites, such as Facebook and LinkedIn; video-sharing sites, such as YouTube; photograph-sharing site, such as Instagram; and bookmarking sites such as Pinterest.

"Social media identity/account" shall mean a specific user identity or account that has been registered on a third-party social media platform.

“Blog” (an abridgement of the term web log) shall mean a website with regular entries of written commentary and descriptions of events, or other content such as graphics, audio, or video.

“Moderator” shall mean the authorized Town official (appointed or elected) or employee, who reviews, authorizes and allows content submitted by Town officials, employees, and public commentators to be posted to a Town social media account.

“Town employee” shall have the same meaning as “municipal employee” as defined in G.L. c. 268A, § 1(g).

### **General Use of Official Town Social Media Accounts**

- A. Town social media accounts shall adhere to all applicable state, federal, and local laws, regulations and policies including, without limitation, the Open Meeting Law, Public Records Law, Public Records retention schedules, Conflict of Interest Law, Copyright Law, Campaign and Political Finance laws and rules, e-discovery laws and policies, and other applicable Town policies.
- B. Because the Public Records Law and e-discovery laws and policies apply to social media content, such content must be able to be managed, stored, and retrieved in a manner that complies with them. Further, once such content is posted on a social media site, it must stay posted, unless it is removed for one of the reasons set forth in Subsection G below or it is changed to fix spelling, grammar, or other clerical errors. A record shall be kept of any such modifications.
- C. Town social media accounts and entries thereon shall clearly indicate that any content posted or submitted is subject to public disclosure. Anonymous postings are not permitted on any Town social media accounts.
- D. Each Town social media site shall include an introductory statement which clearly specifies the purpose and topical scope of the account.
- E. Each Town social media account shall indicate to users that the site is subject to the third-party platform’s terms of service. Furthermore, each Town social media account shall indicate that the social media platform could collect personal information through user’s use of such platform; that this personal information may be disseminated by the same; and that such dissemination may not be governed or limited by any state, federal, or local law or policy applicable to the Town.
- F. All Town social media accounts shall clearly indicate they are maintained by the Town and shall have the Town contact information prominently displayed, and if possible, the Town Seal.
- G. The Town reserves the right to restrict or remove any content posted to its social media accounts that is deemed in violation of this policy or any applicable law. Content that will be summarily removed includes, without limitation:
  - 1. Comments not topically related to the account;
  - 2. Profane, obscene, or vulgar language, or content;
  - 3. Content that promotes, fosters, or perpetuates discrimination based on race, color, gender, gender identity, gender reassignment, national origin, religion, ancestry, age, sexual orientation, disability, maternity leave, genetic information, or active military status;

4. Sexual content or links to sexual content;
  5. Illegal activity or content encouraging the same;
  6. Content that poses any risk to public safety; and
  7. Content that violates the legal ownership interest of another party.
- H. Town social media accounts are prohibited from endorsing Town vendors, suppliers, clients, citizens, employees or other stakeholders, including political candidates, family, or friends.

**Use of Town Social Media Accounts by Town Employees in Their Official Role**

- A. Town employees posting content to Town social media accounts for any other reason than official Town business is strictly prohibited.
- B. Town employees shall not use or post content to any Town social media unless the same is part of their specific Town job duties.
- C. Town employees must conduct themselves as a representative of the Town and in accordance with all Town rules, regulations, and policies; specifically, the Selectboard's Code of Conduct.
- D. Town employees must abide by laws governing copyright and fair use of copyrighted material owned by others. Accordingly, employees are prohibited from reprinting whole articles or publications without first receiving written permission from the publication owner; and quoting even a short excerpt of someone else's work without acknowledging the source.
- E. Town employees are prohibited from posting legally protected personal information that has been obtained while performing official duties, including, without limitation, information that is not public record under the Public Records Law, G.L. c.66, §10 and G.L. c. 4, §7(26), or information the dissemination of which is restricted under applicable Federal or State privacy laws or regulations.
- F. Town employees are prohibited from disclosing conversations that occur amongst Town officials/employees outside public forums, unless authorized by the Town Administrator. Information about policies, rules, or plans that have not been finalized or officially adopted by the Town may not be posted unless explicitly approved in advance by the Town Administrator or applicable Supervisor.
- G. Town employees must respond to all postings professionally and respectfully, no matter how provocative, cruel, profane, vulgar, uncouth, disrespectful, or insulting such posting may be.
- H. If a Town employee is contacted directly by a reporter or any other member of the media, he/she must immediately refer all questions to the Town Administrator.

**Use of Town Social Media Accounts by Town Employees as a Resident or Other Stakeholder**

- A. As prohibited by the Campaign Finance Law, Town employees may not use Town social media accounts for political purposes, such as engaging in political or campaigning activity. This includes, without limitation, the endorsement of any candidate for elective office.
- B. Town employees are prohibited from using their official Town title unless they are posting in an official capacity.

- C. When posting content, Town employees must use the following disclaimer: *“This posting is my own and does not represent the Town’s positions or opinions.”*

**Use of Private Social Media Platforms by Town Employees**

- A. Town employees are personally and professionally responsible for the content they publish.
- B. Town employees must conduct themselves so that a reader would not think that the employee is speaking or on behalf of the Town. Personal views or comments must not be attributed to the Town or the employee’s job duties.
- C. Town employees are prohibited from publishing confidential information relating to Town business to any private website or social media platform, including, without limitation, personal employee information, safety plans and security procedures, or internal investigations.
- D. Employees are prohibited from publishing content that damages the Town’s business interests or that otherwise inhibits its ability to serve its residents and the public.
- E. Town employees are prohibited from posting Town logos or trademarks or photographs of employees in uniform unless the same is protected by law.

**Violations**

Violation of this Policy may result in discipline, up to and including termination<sup>1</sup> from employment. In addition, users shall be personally liable for any losses, costs, or damages incurred by the Town related to violations of this Policy.

Illegal use of Town or private social media platforms may result in referral to municipal, State, and/or Federal law enforcement authorities.

Employees shall report violations of this Policy to their Supervisor, or in the case of Department Heads, directly to the Town Administrator. Any form of retaliation against another user for reporting a violation of this Policy is strictly prohibited.

## 17. Telecommuting

**Purpose**

The purpose of the Employee Telecommuting Policy (the “Policy”) is to sustain the hiring and retention of a highly qualified workforce by offering certain Town employees the option to work remotely or “telecommute.”

**Applicability**

This Policy applies to all full-time and regular part-time non-represented Town employees, excluding those employees under the supervision and control of the School Committee.

Town employees subject to Collective Bargaining Agreements (CBAs) are subject to this Policy only if it is adopted as specified in their CBA.

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<sup>1</sup> Termination shall not apply to elected officials. To the extent that the Town can terminate an appointed Town employee, such termination shall be done in a manner consistent with applicable law and/or any applicable individual employment contract.

## **Eligibility**

To be eligible for a telecommuting, Town employees must meet the following requirements:

- A. Must have completed of their probationary period or, if there is not probationary period, completion of 90 days of employment with the Town;
- B. Must have a record of performing their job duties in a satisfactory manner;
- C. Must not have been disciplined – formally or informally, orally or in writing – within the three years prior to entering into a telecommuting agreement with the Town; and
- D. Most of their job duties must be able to be performed electronically and not require their regular physical presence at their designated Town worksite.

Determining whether an employee meets the foregoing requirements is in the sole discretion of said employee's department head and/or the Town Administrator.

## **Telecommuting Agreement and Procedure**

The Town will allow for its employees to telecommute only through a telecommuting agreement, which is an agreement between the Town and one of its employees wherein the two agree that said employee's job duties may, in whole or in part, be performed at a worksite and/or time that is different than his/her traditional Town worksite and/or schedule.

Telecommuting agreements will contain, among other things, the specific location(s) and times where and during which the employee is permitted to perform his/her job duties, and which of said job duties are permitted to be performed remotely.

- A. Complete the Telecommuting Agreement Request Form and submit it to the appropriate department head.
- B. Within 30 days of receipt, if the employee meets the eligibility requirements set forth in section III above, the department head and/or the Town Administrator may, in their sole discretion, submit a telecommuting agreement to the employee that accommodates his/her request to the extent that doing so does not adversely affect the operation of the employee's department and is in the best interest of the Town.
- C. If the employee approves of the draft telecommuting agreement, said employee may execute the same and all accompanying forms; if not, the employee may, within five days, request in writing that the Town modify the agreement.
- D. Within five days of receiving a request to modify a telecommuting agreement, the department head and/or Town Administrator will determine, in their sole discretion, whether to modify the telecommuting agreement as requested.
- E. A telecommuting agreement will not be valid unless (1) it is signed by the employee, the department and/or Town Administrator, and the Director of Human Resources or his/her designee; and (2) the employee completes and/or signs all attendant forms.
- F. 30 days following the execution of a telecommuting agreement, the department head and/or Town Administrator will review the employee's telecommuting job performance to determine (1) whether he/she is performing his/her job in a satisfactory manner; (2) whether his/her telecommuting is adversely affecting his/her department's operations; and (3) whether his/her telecommuting is still in the best interest of the Town. Said review will be conducted annually thereafter.

- G. If, at any time subsequent to executing a telecommuting agreement, (1) the employee is not performing his/her job duties in a satisfactory manner; (2) the telecommuting agreement adversely affects the operation of the employee's department; or (3) the telecommuting agreement is not in the best interest of the Town, the department head and/or the Town Administrator may, in their sole discretion, rescind or modify said agreement.
- H. Either the Town or the telecommuting employee may terminate a telecommuting agreement at any time, without cause, so long as at least 14 days' written notice of said termination is given to the other party. Town termination of a telecommuting agreement is not subject to appeal.

### **Confidentiality**

Employees who telecommute must maintain appropriate confidentiality of all work-related information, including written documents, electronic files, and verbal communication. Any work performed at a remote location is considered official Town business. If said employees require hard copy confidential information at his/her remote location, they shall first obtain approval from their department head or his/her designee, and once said information has been transferred to the remote location use best efforts to store said information temporarily. Electronic files and automated records must be safeguarded to protect unauthorized disclosure or damage. Telecommuting employees must store all protected health information, Personally Identifiable Information (PII), and confidential records in a secure location. Any verbal communication of confidential work-related information should be conducted in a private area. Confidential information shall not be downloaded to a local laptop or workstation or placed in the cloud. Printing of confidential Town materials in the remote telework location should be done in a secure manner.

### **Remote Workspace**

Telecommuting employees' remote workspace must be sufficient for them to perform their remote job duties, including appropriate furniture, equipment, supplies, and lighting. The remote work location must be safe and free from hazards, including ensuring that the location complies with all applicable building codes. The Town is under no obligation to maintain or repair any structure at the remote work location or the remote workspace. Telecommuting employees are not permitted to conduct face-to-face meetings in the employee's home. Telecommuting employees shall apply approved safeguards to protect all Town records, including confidential documents as mentioned above, from unauthorized disclosure or damage and shall store all said documents in a secure location.

### **Remote Work Supplies**

The decision to purchase new equipment or supplies for a telecommuting employee is in the sole discretion of the department head and/or the Town Administrator and is contingent upon the availability of department funding to support the request. All such requests must be discussed with the department head prior to executing a telecommuting agreement.

All equipment, supplies, or other property provided by the Town remain the property of the Town. Telecommuting employees must take reasonable and prudent precautions to protect Town equipment against damage, loss, or abuse while in the employee's custody. Use of Town equipment is governed by the Town's [INSERT NAME OF POLICY(IES)]. Town equipment is serviced and repaired by the [NAME DEPARTMENT OR SERVICE PROVIDER] at [LOCATION]

facilities. Support technicians will not travel to a remote work location.

Telecommuting employees must immediately notify Technical Service of any Town equipment that malfunctions.

Telecommuting employees must maintain internet service and a telephone at their own expense. Teleworkers are prohibited from using their home computer for Town-related work unless the Town's secure remote access tools are used.

For all Town-issued laptops, employees must bring the laptop onsite, when requested by Technical Services, for updates and security patches. If equipment needs to be serviced or repaired, the employee must contact Technical Services to coordinate services. Employees shall bring the equipment to a Town building location for service.

Town equipment must be used for official Town business only. Unauthorized persons are prohibited from using Town equipment. Telecommuting employees will be responsible for transporting and installing the equipment at the remote workplace. Lost, stolen, or compromised devices must be reported, as soon as possible, to Technical Services and the Department Head – and to the Police in the case of theft. Telecommuting employees must safeguard access to Town systems. A Town-issued laptop computer, used to connect remotely, is subject to scanning by the Town to check for performance issues and general compliance with the Deerfield IT Policy.

#### **Application of Town Personnel and Other Town Policies**

Compensation and benefits including hours of work, leave, and overtime will remain the same for telecommuting employees as for all other employees. All personnel regulations and other applicable Town, state, and federal laws, bylaws, regulations, policies and procedures apply to said employees as well.

#### **Liability**

The determination of compensability for remote workplace injuries shall be determined like any other off-site location for purposes of Workers' Compensation. Telecommuting employees agree to notify their department head immediately of any accident or injury that occurs at their remote workplace and to comply with Town policies related to on-the-job injuries.

The Town will not be liable for injuries occurring during telecommuting hours if the employee is conducting personal, non-work-related activities. Telecommuting employees understand that the Town will not be liable for any injuries to third parties or for damages to an employee's personal or real property while the employee is working at the remote workplace. Information on a telecommuting employee's laptop or workstation may be subject to the Massachusetts Public Records Law and subpoena requests. The Town will not be liable for any damages to the employee's property that results from telecommuting. The Town will not be responsible for operating costs, home maintenance, or any incidental cost (e.g. utilities) associated with the employee's use of their residence for telecommuting.

#### **Dependent Care**

Telecommuting is not a substitute for childcare or other dependent care responsibilities. If a child or dependent who would normally require child or other dependent care is present during scheduled telework hours, the employee shall make other arrangements for the care of the child or dependent. Telecommuting employees may, however, provide limited care for the child

or dependent who requires occasional care in the remote workplace.

### **Inclement Weather and Emergencies**

When an employee is teleworking during inclement weather or other emergencies, he/she is subject to department essential staffing requirements. A telecommuting employee may be required to come to his/her traditional Town work location during adverse weather or other emergency. In addition, telecommuting employees may be required to work under the department's Continuity of Operations Plan (COOP), if applicable.

## **18. Vacation Leave**

- A. Eligible employees: all full-time and benefit eligible permanent part-time employees.
- B. Collective bargaining agreements and statutory employment agreements. If there is a conflict between this bylaw and an applicable collective bargaining agreement or the terms of any applicable statutory employment agreement, including an employment agreement under MGL c. 41, § 108N (applying to Town administrators, Town accountants, and/or persons performing such duties having a different title), MGL c. 41, § 108O (applying to police chiefs and fire chiefs), and MGL c. 78, § 34 (applying to head librarians), the terms of the collective bargaining agreement or statutory employment agreement, as the case may be, shall prevail over the Manual.
- C. Computation of vacation time. Subject to Subsection D below, with additional vacation time granted at the discretion of the Selectboard and Town Administrator based on relevant professional experience, all eligible employees shall accrue vacation time beginning the first day of duty, as follows:

First Day of Duty, up to 5 years of actual service	80 hours annually, accrual rate 3.08 hrs bi-weekly
5 years, up to 10 years of actual service	120 hours annually, accrual rate 4.62 hrs bi-weekly
10 years or more of actual service	160 hours annually, accrual rate 6.16 hrs bi-weekly

- D. Eligible part-time employee calculation of vacation time. Eligible part-time employees accrue vacation leave on a pro-rated basis based on the amount of hours worked in the previous fifty-two (52) weeks. New hires' first year pro-rated calculation is based on hours worked.
- E. Vacation limits.
  - 1. Eligible employees may accrue and carry vacation time balances equal to two (2) years' worth of vacation time. Once an employee accrues two (2) years of vacation time, the employee will no longer continue to accrue any more vacation time until such time as the employee uses some portion of the accrued, unused vacation time. Once the

- employee uses vacation time bringing the amount of vacation time being carried to fall below the 2-year accrual limit, accrual will resume on a bi-weekly basis.
2. The employee will not be compensated for non-accrued time under this policy.
  3. Eligible part-time employees' 2-year vacation limit will be calculated on a pro-rated basis using the same calculation method used to calculate the vacation time.
- F. Transition from prior vacation leave system to current system set forth in this Manual.
1. The amendments to this Manual shall take effect on July 1, 2015.
  2. For the purpose of implementing the transition from the prior vacation leave system to the accrual and computation system contained in this amended Manual, each current Town employee who is covered by this Manual as of the effective date on which the amendments take effect shall be permitted a one-year period to use any accrued, unused vacation that such employee may have that is beyond the computation provision and accrual limits set forth Subsections C and E above. During this transition period, any employee who has accrued vacation leave that is greater than the amount of vacation leave that may be accrued at any given time (i.e., two-years of vacation leave), as determined by the schedule set forth in Subsection C above, shall not continue to accrue any more vacation time until such time as the employee has used that amount of accrued, unused vacation time to bring the employee within the accrual limits of this Manual.
- G. Using vacation time. Employees may use vacation time with the approval of their department head (or in the case of a department head, the department head's appointing authority) in increments up to fifteen (15) consecutive work days.
- H. Vacation requests and scheduling.
1. Employees shall request vacation time from their respective department head (or in the case of a department head requesting vacation, from the department head's appointing authority). The department head (or the appointing authority, as the case may be) shall schedule such vacation leave based on the operational needs of the Department.
  2. Requests for vacation time in excess of employees' available accrued time may be granted as leave without pay at the discretion of the department head.
  3. Subject to operational needs, department heads are responsible for the scheduling of their employees' vacation time throughout the year so that the Town's mission and employees' needs are met, and so that employees do not have a significant amount of vacation time that must be used or forfeited.
- I. Employment termination. Upon the termination of employment or retirement an employee will be compensated for the balance of their accrued but unused vacation time to the date of termination or the last pay check. Accrued but unused vacation time will be paid to the estate of an employee in the event of an employee's death.

## 19. Military Leave

- A. Any employee having at least one (1) year of continuous service for the Town and being required to perform military duty in the armed forces under the provisions of MGL c. 33, § 54, or being required to serve an annual tour of duty as a member of a reserve component of the Armed Forces of the United States, shall be granted a military leave of absence and shall also be entitled to compensation for any difference between his military pay and his regular pay for not more than ten(10) workdays during such military leave of absence and, in addition thereto, shall be granted the same leaves of absence or vacation with compensation given to other like employees.
- B. A military leave of absence without compensation shall be granted to any such employee called to active duty with the armed forces for purposes other than military duty referred to in the preceding subsection.
- C. Seniority shall accumulate during service in the Armed Forces of the United States.
- D. A military leave of absence with compensation shall be granted to any such employee for the purpose of appearing before any board under the Selective Service Law or for any physical examinations under said law, but no such leave of absence shall be granted for a period of more than one (1) day without the approval of the Selectboard.

## 20. Jury Duty Leave

An employee of the Town who serves as a grand or traverse juror in a federal court or in the courts of the commonwealth shall receive from said Town the difference between his pay and the compensation he receives for such jury service, exclusive of any travel or other allowance.

## 21. Emergency Leave; Family and Medical Leave Act of 1993

- A. Twelve (12) weeks emergency leave under the Family and Medical Leave Act of 1993 will be granted without compensation, excepting that accumulated vacation and personal day benefits must first be used during any extended leave period.
- B. Emergency leave up to a maximum of seven (7) days per year may be allowed for serious illness in the immediate family (defined in Item #18 below {formerly referenced as noted in Manual, §35-32B}) of the employee and shall be charged against sick leave allowance of the employee. This is exclusive of leave associated with the Family and Medical Leave Act of 1993.

## 22. Other Leaves of Absence

Leaves of absence for causes other than set forth in this article shall be without compensation.

## 23. Grievance Procedure

- A. There shall be a grievance procedure available to those employees of the Town whose rights, in their opinion, have been prejudiced in any way and covering all other grievances except those that would properly be under the jurisdiction of the Civil Service Commission or other duly established appeal board.
- B. As used in this section, the word "grievance" shall be construed to mean dispute between an employee and his supervisor(s) arising out of an exercise of administrative discretion by such supervisor(s).

- C. It is further understood that any employee may handle his grievance directly with his supervisor.
- D. Should any difference relative to wages, hours and working conditions arise between the Town and any employee or employees, an earnest effort shall be made to settle such difference immediately as follows:
  - 1. Step 1. An employee with a grievance shall speak to the head of his department regarding the problem. The department head shall make an effort, orally and within three days to resolve the problem to the satisfaction of all parties. If, however, the employee is not satisfied, he shall present his grievance in writing to the head of the department.
  - 2. Step 2. The department head will investigate the grievance and present his conclusions in writing to the employee within two weeks. If the employee is not satisfied then, he shall present all pertinent data in writing, including the grievance and written answers from the department head to the Personnel Board acting in its capacity as Personnel Relations Review Board (see§ 35-14 of Article I, Personnel Board).
  - 3. Step 3. The Personnel Relations Review Board shall conduct a hearing within 30 days. Within two weeks from the date of the hearing, the Board shall forward its decision, in writing, to the department head and a copy to the employee. This decision shall be final and binding.

## **24. Drug and Alcohol Testing**

- A. Any Town employee who, during the course of his (her) employment, might be required to use a municipal vehicle may be subject to random drug and alcohol testing.
- B. Such testing can be mandated by a local drug and alcohol coordinator if just cause is given.
- C. Any employee who fails to submit to testing may be subject to a hearing by the Selectboard, Personnel Board and/or department head, with the possibility of suspension, dismissal or other appropriate action.

## **25. Sexual Harassment**

The Selectboard shall develop and maintain a policy regarding harassment and sexual harassment in keeping with the laws and regulations of the United States and the Commonwealth of Massachusetts.

## **26. ADA Statement (non-discrimination)**

### **Purpose**

The Town fully supports the principle of equal opportunities in employment and opposes all forms of unlawful or unfair discrimination on the grounds of disability. No applicant or employee shall receive less favorable treatment because of disability.

### **Policy**

The Town will provide reasonable accommodation(s) to an employee or job applicant with a disability, unless doing so would cause undue hardship to the Town. This accommodation may include a change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

In addition, the Town complies with the provisions of G.L. c. 151B, §1E, requiring certain reasonable accommodation for an employee's pregnancy or pregnancy-related condition. An employee or applicant with a disability may request a reasonable accommodation, verbally or in writing, at any time during the application process or during the period of employment. A reasonable accommodation should be requested when the employee knows that there is a workplace barrier that is preventing him/her, due to a disability, from effectively competing for a position, performing a job, or gaining equal access to a benefit of employment.

Employees seeking reasonable accommodations may submit their request in writing to the Town Administrator, Municipal Offices, 8 Conway Street, South Deerfield, Massachusetts; 413-665-1400 x105 or via email to [townadmin@town.deerfield.ma.us](mailto:townadmin@town.deerfield.ma.us).

The Town Administrator and the employee with a disability will engage in an informal, interactive process to clarify individual needs and identify the appropriate reasonable accommodation, requesting reasonable and relevant information and documentation or requiring a medical examination, as necessary.

### **State and Federal Remedies**

In addition to the above, if the employee believes he/she has been subjected to discriminatory harassment of any type, the employee may file a formal complaint with either or both government agencies set forth below. Using the Town's complaint process does not prohibit the employee from filing a complaint with these agencies. Each of the agencies requires that claims be filed by a specific filing deadline.

#### **The Massachusetts Commission Against Discrimination (MCAD)**

Boston Office:  
One Ashburton Place,  
Suite 601  
Boston, MA 02108  
(617) 994-6000

Springfield Office:  
436 Dwight Street,  
Room 220  
Springfield, MA 01103  
(413) 739-2145

Worcester Office:  
484 Main Street,  
Room 320  
Worcester, MA 01608  
(508)-453-9630

More information is available online by searching at:  
<https://www.mass.gov/orgs/massachusetts-commission-against-discrimination>

**The United States Equal Employment Opportunity Commission (EEOC)**  
John F. Kennedy Federal Building  
475 Government Center  
Boston, MA 02203  
1-800-669-4000

More information is available online by searching at:  
<https://www.eeoc.gov/>

## **CHAPTER II CLASSIFICATION-COMPENSATION PLAN**

### **1. Establishment of Classification-Compensation Plan**

A plan classifying certain positions in the service of the Town, into groups and classes doing substantially similar work or having substantially equal responsibilities, is hereby established, said plan to be known as the Classification-Compensation Plan, annexed hereto and being hereby made a part hereof.

### **2. Form of Plan**

The Classification-Compensation Plan, when established by vote of the Selectboard, shall consist of the minimum and maximum salaries and wages to be paid to all employees of the Town in any position subject to the Classification-Compensation Plan and may be amended from time to time by after recommendation by the Personnel Board and approval of the Selectboard.

### **3. Allocation of Positions**

All boards and heads of departments shall, as soon as may be, after the effective date of this Manual, allocate all employees to the appropriate positions in the Classification-Compensation Plan, in accordance with allocations presently approved by the department heads and the Finance Committee, and shall in like manner allocate any new employees.

### **4. Change of Allocation**

Said boards and heads of departments may, with recommendation of the Personnel Board and

approval of the Selectboard, change such allocation of any employee.

## 5. Filing of Allocations

A report of any such allocations and reallocations shall be filed in the office of the Town Accountant and with the Personnel Board.

## 6. Construal of Definitions

The definition for any classification shall be construed solely as a means of identifying positions properly pertaining to the class and not as prescribing the particular duties or responsibilities of any position in the class or as modifying or in any way affecting the authority of any board or head of a department as otherwise existing to appoint, to assign duties to, to promote, to demote, to change the duties of or to direct or control the work of any employee under the jurisdiction of such board or head of a department.

## 7. Pay to be Appropriate to Position

No person shall be appointed, employed or paid as an employee of the Town in any position subject to the provisions of this Manual under any title other than that of the appropriate position in the Classification-Compensation Plan.

## 8. Longevity Pay

A. Definitions for purposes of longevity compensation.

1. Continuous service shall mean uninterrupted continuous employment by the Town of Deerfield from the last date of hire.
2. Employees who work regularly at least 40 hours per week shall receive longevity at the schedule established below.
3. Full time status is based on an employee's current work status. Prior part-time service will be used to compute longevity years, provided the years are continuous.
4. Part-time employees, who are on the classification-compensation schedule, shall receive prorated longevity pay, according to the schedule below.

B. Calculations of longevity for non-elected, full-time employees.

1. Upon completion of TEN years of continuous Town service, a sum of \$200 shall be added to that employee's pay once a year, and once each year thereafter through the fourteenth year of continuous Town service, that employee shall receive a lump sum longevity payment of \$200.00.
2. Upon completion of FIFTEEN years of continuous Town service, a sum of three hundred dollars (\$300.00) shall be added to that employee's pay once a year, and once each year thereafter through the nineteenth year of continuous Town service, that employee shall receive a lump sum longevity payment of \$300.00.
3. Upon completion of TWENTY years of continuous Town service, a sum of four hundred dollars (\$400.00) shall be added to that employee's pay once a year, and once each year thereafter through the twenty-fourth year of continuous Town service, that employee shall receive a lumpsum longevity payment of \$400.00.
4. Upon completion of TWENTY-FIVE years of continuous Town service, a sum of five hundred dollars (\$500.00) shall be added to that employee's pay once a year, and once each year

thereafter of continuous Town service, that employee shall receive a lump sum longevity payment of \$500.00.

C. Payment of longevity benefit.

1. Payment of longevity compensation shall be made on an annual basis and shall be paid on the last fiscal year payroll.
2. Longevity compensation shall be construed as regular compensation for the purpose of retirement benefits.

## 9. Official Titles

The title of each class as set forth in the Classification-Compensation Plan shall be the official title of every position allocated to the position for all purposes having to do with the position as such and shall be used to designate the position in all payrolls, budget estimates and official records and reports relating thereto.

## 10. Rates Exceeding Applicable Salary

In any case where any employees subject to this Manual, upon the effective date thereof, shall have a rate or rates of compensation exceeding the applicable salary and wage limitations set forth, such employee may continue to be so paid, but this section shall not apply to any new employee. In instances where accommodations of compensatory time, monetary support, resources support or other changes in normal working schedule for professional enhancement, extended professional travel and meeting expenses or other so called job-related professional interest are to be considered as job duties, such arrangements must be agreed to in writing by the Selectboard. Such agreements are normally limited to managerial and department head personnel and addressed at time of employment.

## 11. Conflict with Statute

Nothing contained in this chapter shall be construed to conflict with Chapter 31 of the General Laws.

## 12. Validity of Provisions

If any provisions of this chapter or the application of such provision to any persons or circumstances shall be held invalid, the validity of the remainder of the chapter and the applicability of such provision to other persons or circumstances shall not be affected thereby.

## 13. Applicability of Plan

This chapter shall be operative only as to employees whose positions are subject to the Classification-Compensation Plan.

## 14. Minimum Salary Scales to Entrance Scale

The aforesaid minimum salary and wage scales shall be the entrance scales of all employees except as provided herein.

## 15. Consideration of Employment by Personnel Board; Exception

Persons may be hired to a job at levels indicated when qualifications have been presented to the

Personnel Board and justified according to job evaluation requirements. Persons may be hired at the minimum without the Personnel Board's consideration.

## **16. Annual Review of Salaries and Wages**

Salaries and wages shall be reviewed by the Personnel Board and Selectboard annually.

## **17. Determination of Wages**

The Selectboard shall determine the wages of the Highway Superintendent and the Police Chief, provided that such wages are within the rate ranges set forth in the Classification-Compensation Plan. New hires shall be paid at the lowest wage in the rate range; Personnel Board approval required for paying new hires more than the minimum set forth in the rate range.