

	<b>ATM April 2011 Warrant Article List</b>	<b>\$</b>
1	Finance Reserve Fund FY 2012	40,000.00
2	Cultural Council	1,500.00
3	Community Center Joint Maintenance	5,000.00
4	Dukes County - Pest Management	5,872.96
5	Dukes County – Health Care Access Program	10,981.33
6	Dukes County – Health Care Access (part 2)	2,645.01
7	Stabilization Fund – General	25,000.00
8	Stabilization Fund - Fire	25,000.00
9	Beach – Stairs for Squibnocket Beach	10,000.00
10	Beach – Composting toilets	106,000.00
11	Police – 2011 Ford Expedition 4x4	32,165.00
12	Police – Tactical Response Team training	2,500.00
13	Police – Microsoft Office 2010 VLS	2,200.00
14	School – Feasibility Study Superintendents Office	1,237.00
15	FIRE – Tanker Truck	220,000.00
16	FIRE – Replacement Personal Protective Equipt.	10,000.00
17	FIRE – upgrade SCBA to island standard 4.5 (3)	7,500.00
18	HIGHWAY – Resurfacing Tabor House Road	319,606.00
19	ACCOUNTING – replacement software	20,000.00
20	Community Center – engineering/architectural services	9,000.00
21	OPEB – funding the existing liability, # 3	100,000.00
22	HARBOR – Hariph’s Creek town landing dock	30,000.00
		986,207.30
23	Authorize Selectmen to lease capped landfill for photovoltaic array site	
24	Local Adoption – MGL Chapter 41 § 100G Police & Fire Allows paying up to \$2,000 for funeral expenses	
25	Local Adoption – MGL Chapter 32 § 85H ½ Police & Fire Disability Retirement calculation	
26	Local Adoption - MGL Chapter 53 § 18B Ballot	Pro/Con
27	Local Adoption - MGL Chapter 59 § 5 Abatements National Guard	
28	CPC Proposed Plan & Reservations for FY2012	
29	Personnel Bylaw	re-write
30	Zoning Bylaw - Swimming Pools	

## WARRANT ARTICLES – COUNTY OF DUKES COUNTY

1. To see if the Town of Chilmark will vote to enter into an inter-municipal agreement with the County of Dukes County to provide an Integrated Pest Management Program (including Rodent Control) and to raise and appropriate or transfer from available funds \$5,872.96 (Five Thousand Eight Hundred Seventy Two Dollars and Ninety Six Cents) as the town's proportionate share of the balance (\$38,971.20) of the net cost of the program, based on the equalized valuation as computed by the Commonwealth of Massachusetts Department of Revenue for the fiscal year starting July 1, 2011. The level budgeted projection cost of the Pest Management Program for the fiscal year 2012 is \$73,714.00, less projected revenue of \$25,000, for the net cost of \$48,714.00. The County of Dukes County will pay 20% (\$9,742.80) of the net cost of the program.

Explanation: This county program with an office at the County Administration Building provides towns with access to pest control management at no additional charge to the municipal buildings and greatly discounted price for schools and other public buildings. All schools are mandated by the state to have an Integrated Pest Management Plan. If they were to go to a private contractor the cost would be significantly higher. At the County Advisory Board meeting it was agreed that the towns will fund 80% of the program's net cost based on the equalized valuation as computed by the Mass. Department of Revenue for fiscal year 2012.

2. To see if the Town of Chilmark will vote to enter into an inter-municipal agreement with the County of Dukes County to provide a Vineyard Health Care Access Program and to raise and appropriate or transfer from available funds \$10,981.33 (Ten Thousand Nine Hundred Eighty One Dollars and Thirty Three Cents) as the town's proportionate share of the balance (\$72,868.80) of the level budgeted projection cost, based on the equalized valuation as computed by the Commonwealth of Massachusetts Department of Revenue for a fiscal year starting July 1, 2011. The cost of the level budgeted share of the program for fiscal year 2012 is \$91,086.00. The County of Dukes County will pay 20% (\$18,217.20) of the level budgeted cost of the program.

Explanation: The Dukes County Health Council created the Vineyard Health Care Access Program (VHCAP) in 1999 because of the high number of medically uninsured people on Martha's Vineyard. The goal of the VHCAP is to assist residents of Martha's Vineyard to obtain affordable, high quality health care. The VHCAP is a county program and is housed on County property. Funding for this program is partially through grants. As this is not a stable source of funds, part of the program is funded through the County and the towns. At the County Advisory Board meeting it was agreed that the towns will fund 80% of the program's net cost based on the equalized valuation as computed by the Mass. Department of Revenue for fiscal year 2012.

**Integrated Pest Management Program**

Estimate of FY2012 Budget	48,714.00	(\$73,714 less \$25,000 anticipated income)			
County	9,742.80	20%		Due	Due
Towns	38,971.20	80%		<u>11/1/2011</u>	<u>5/1/2012</u>
Aquinnah	0.72	3.70%	1,441.93	720.97	720.96
Chilmark	2.93	15.07%	5,872.96	2,936.48	2,936.48
Edgartown	6.99	35.96%	14,014.04	7,007.02	7,007.02
Gosnold	0.26	1.34%	522.21	261.11	261.10
Oak Bluffs	2.89	14.87%	5,795.02	2,897.51	2,897.51
Tisbury	2.89	14.86%	5,791.12	2,895.56	2,895.56
West Tisbury	2.76	14.20%	5,533.91	2,766.96	2,766.95
	-----	-----	-----	-----	-----
	19.44	100.00%	38,971.20	19,485.61	19,485.59

**Vineyard Health Care Access Program**

Estimate of FY12 Budget	91,086.00				
County	18,217.20	20%		Due	Due
Towns	72,868.80	80%		<u>11/1/2011</u>	<u>5/1/2012</u>
Aquinnah	0.72	3.70%	2,696.15	1,348.07	1,348.08
Chilmark	2.93	15.07%	10,981.33	5,490.66	5,490.67
Edgartown	6.99	35.96%	26,203.62	13,101.81	13,101.81
Gosnold	0.26	1.34%	976.44	488.22	488.22
Oak Bluffs	2.89	14.87%	10,835.59	5,417.80	5,417.79
Tisbury	2.89	14.86%	10,828.30	5,414.15	5,414.15
West Tisbury	2.76	14.20%	10,347.37	5,173.68	5,173.69
	-----	-----	-----	-----	-----
	19.44	100.00%	72,868.80	36,434.39	36,434.41

**Warrant Article: Semi-Permanent Stairs at Squibnocket Beach**

Estimated cost is \$10,000 for galvanized steel stairs that can be removed. (Current cost for removable stairs is \$2,000 a season.)

**Warrant Article: Composting Toilets for Lucy Vincent and Squibnocket Beach**

Estimated cost is \$45,000 for 2 units at Lucy Vincent and 1 unit at Squibnocket. (Current cost for portable toilets is \$5,000 a season.)



**DECA, INC.**  
40 PEACEGATE WAY  
PO BOX 2169  
VINEYARD HAVEN, MA 02568  
508/693-3322 VOICE  
508/693-4277 FAX  
jag@decae.com

January 25, 2011

Town of Chilmark  
Beach Committee  
c/o Kristen Maloney  
Chilmark, MA 02535

Re: Beach Stairs at Squibnocket

Dear Kristen:

Deca, Inc. proposes to provide a set of galvanized steel stairs with natural wood treads and landing screwed into aluminum plank, with a wood railing, delivered and in place, set into the existing boulder seawall using steel dowels drilled into the rock, per the attached plans, for a price of \$9,748.00.

Thank you for the opportunity to be considered for your work. If you have any questions, don't hesitate to give me a call or email.

Respectfully,

A handwritten signature in black ink, appearing to read "James A. Glavin".

James A. Glavin  
Deca, Inc.

Enc. Plans, 3 pages

KENT A. HEALY Sc. D. PE  
Civil Engineering  
1 Farms End Road  
P.O. Box 128  
West Tisbury, MA 02575  
508-693-6736

January 21, 2011

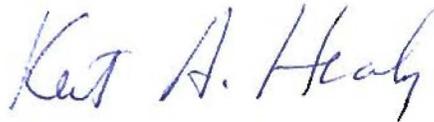
Chilmark Beach Committee  
C/o Pamela Bunker  
Chilmark Town Hall  
PO Box 119  
Chilmark, MA 02535

Dear Ms. Bunker:

I have reviewed the 1/20/11 design, by Jim Glavin of DECA, of a metal/wood staircase that could be placed and secured to the rock revetment that protects the parking area at Squibnocket Beach, Chilmark, MA. This design, a copy of which I have enclosed, shows a metal, galvanized steel and aluminum frame holding the steps, with a wood handrail. The metal frame would be semi permanently secured to the existing rocks with pins, and could be removed with a small machine as needed. The handrail with wood posts set in metal sockets could be removed by hand as needed.

This staircase would provide safe and easy access over the rock revetment from the parking area to the beach yet would be removable if necessary for maintenance or storms.

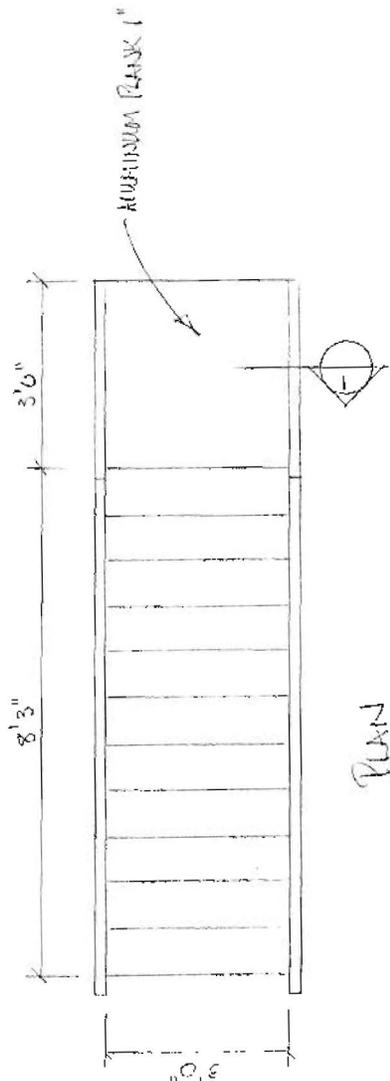
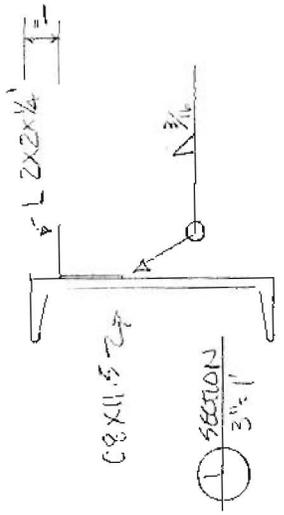
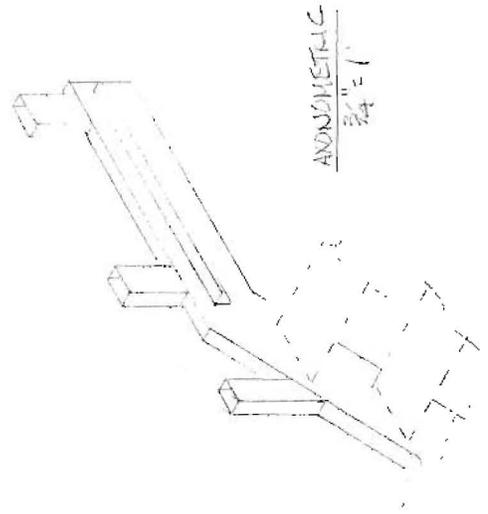
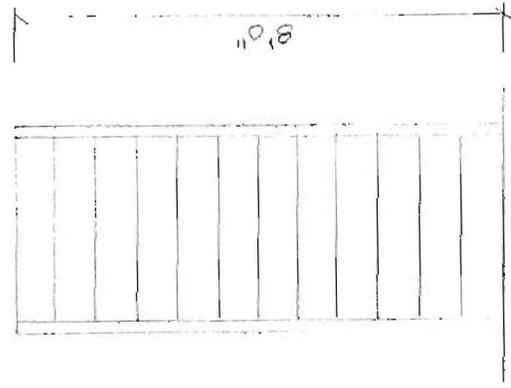
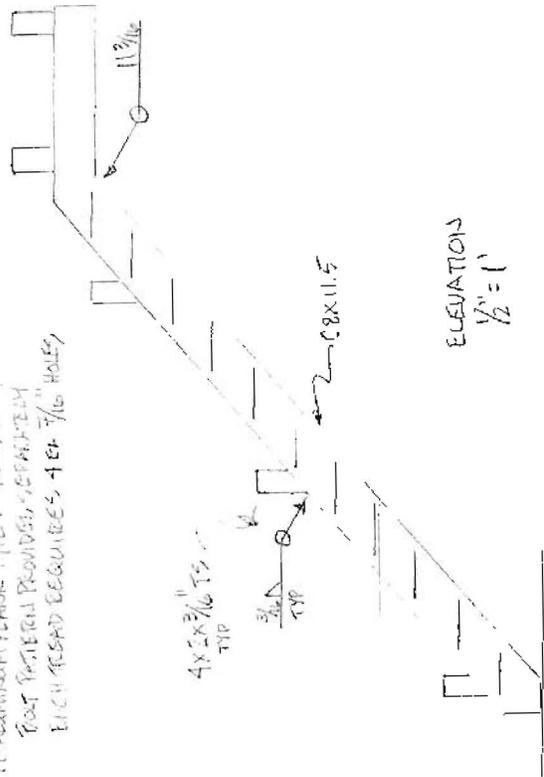
c. DECA



Kent A. Healy  
PE MA #28498



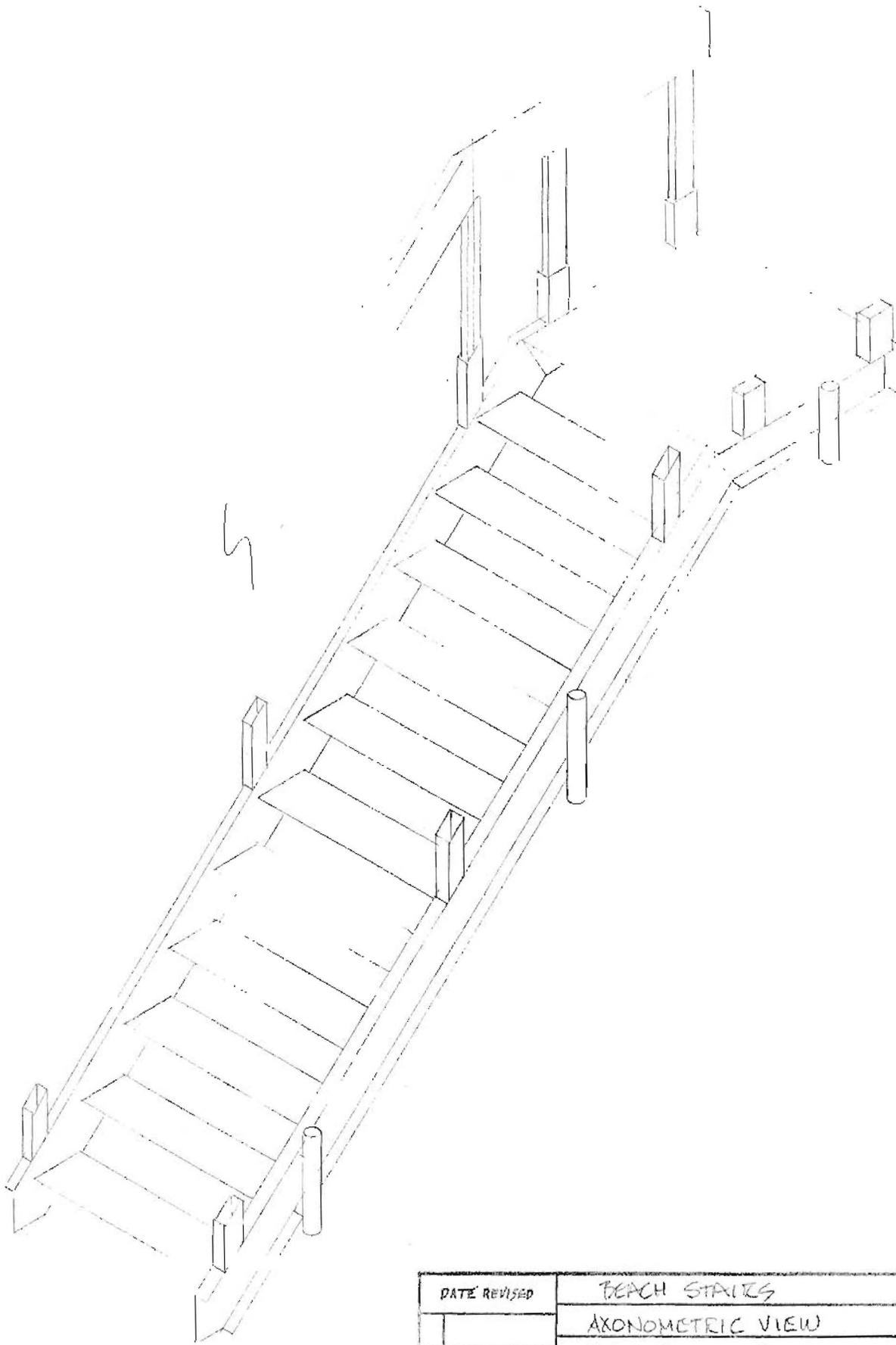
10 STEEL RISERS @ 8"  
 11 ALUMINUM PLANK TYPE F RISES - 4"  
 THAT FORMER PROVIDES, SEPARATELY  
 EACH RISE SHOULD BE 4 1/2" HOLES



PLAN  
 1/2" = 1"

DATE REVISED	BEACH STAIRS	 P.O. BOX 2009 VILLAGE HAVEN, MASSACHUSETTS 01968 01749-5014	DATE
	SQUID SOCKET		SCALE
	FABRICATION PLANS		AS SHOWN
			1/20/2011
03577			

2



DATE REVISED	BEACH STAIRS	
	AXONOMETRIC VIEW	
	SQUIDNOCKET	
		
	<small>P.O. Box 2699      617/693-5814</small> <small>VINEYARD HAVEN, MASSACHUSETTS 01948</small>	
03577	BY	DATE 1/20/2011
	SCALE 1/4" = 1'	

Memo: FinCom and Selectmen

From: Beach Department

Feb. 2011

#### WARRANT ARTICLE: COMPOSTING TOILETS

The Beach Department submitted a Capital Improvement Plan to the FinCom and Selectmen in January 2009 recommending composting toilets for Lucy Vincent Beach and Squibnocket Beach. We now revisit this proposal, hoping to bring it to realization.

This is a substantial investment for the Town, but we feel the time has come to use a green technology that is sustainable and ecologically sound. Composting toilets are being used successfully in a number of places in Chilmark including The Chilmark Community Church.

We researched the cost and maintenance of composting toilets and discussed with the Board of Health the feasibility of this project. They are also pursuing their own research. The Conservation Commission has been notified of our intent.

We hope to purchase 2 units- 1 for Lucy Vincent and 1 for Squibnocket.

Clivus of New England has submitted an estimate of \$53,000 per unit for materials, labor, and maintenance.

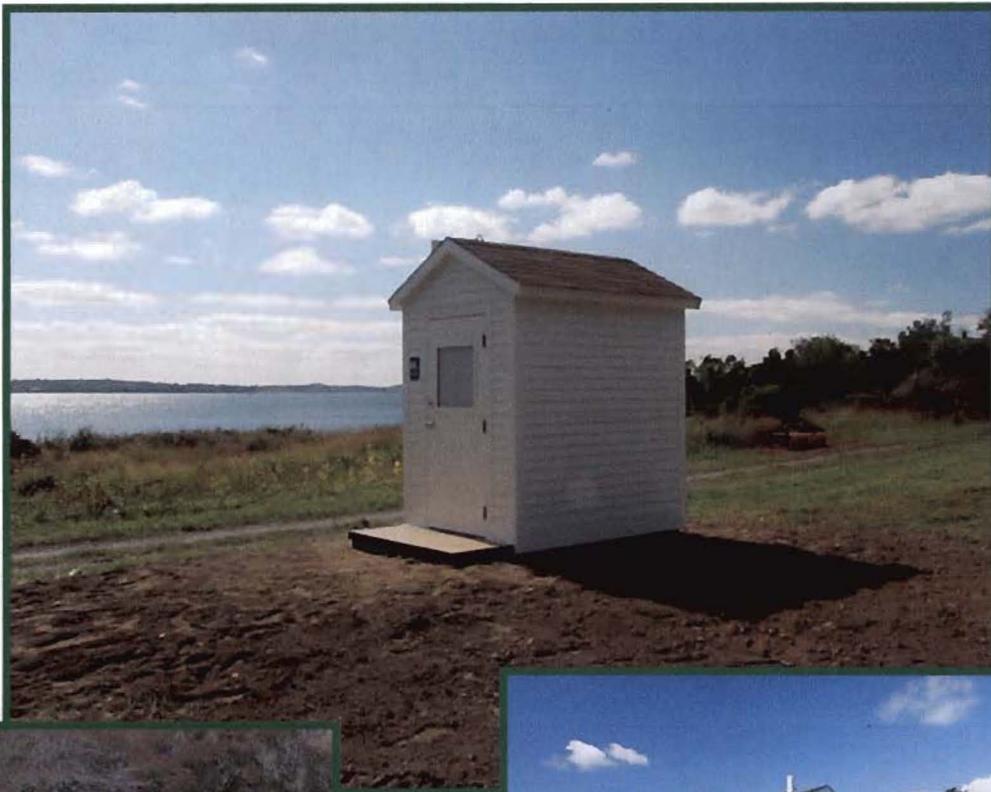
The total for the warrant article would be \$106,000.

The present portable toilets cost \$5,000 a season now. (This price increases every year). We would recoup our investment in 20 years.

We are hopeful that we may be able to bring down the cost through donations from people, who we have talked to, that are committed to this project.

# PRUDENCE ISLAND PUBLIC RESTROOM

## INSTALLATION OF CLIVUS C-11 COMPOSTING TOILET BUILDING September, 2008



123cne@clivusne.com  
978-794-9400 • 798-794-9444 fax  
PO Box 127 • North Andover • MA • 01844

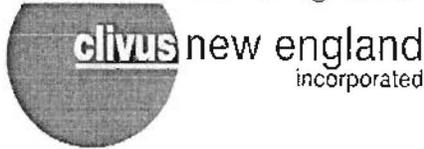
**clivus**<sup>®</sup> Economic Solutions



Flaxville



Clivus New England, Inc.  
P.O. Box 127  
North Andover, MA 01845  
(978) 794-9400  
Fax: (978) 794-9444  
E-mail: 123CNE@clivusne.com



DATE January 26, 2011  
TO: Kristen Maloney  
FROM: Joseph Ducharme  
RE Lucy Vincent Beach and Squibnocket Beach restrooms, Chilmark, MA

Based on the information provided *thus far* two model C11 "Trailheads" would work very well at Lucy Vincent Beach; one C11 would work well at Squibnocket Utilizing this type of composter eliminates the need for any concrete foundation or basement.

The Model C-11 Self-Contained Recycling Composting Toilet Building is a heavy-duty structural panel wood building specifically designed for harsh coastal environs with Hardie® cement board siding, sanitary white fiberglass reinforced panel on the inside finished walls, and a commercial grade heavy fiberglass Tiger Door™, completely assembled and painted with your selection of color The total turnkey price delivered and installed in one day would be approximately \$53,000 each. *This estimate is for discussion purposes only Ultimate location, site restrictions, finish grading, boardwalks or ramps, and any permitting assistance will impact final cost.*

Each C11 includes the M-54 Composter Base, one handicapped toilet fixture, concrete anchoring system, and roof-mounted solar electric system to run a DC ventilation fan for proper operation and an odor-free building. The solar panes require a 170° arc of unobstructed sunlight from a southern exposure (see Site Preparation Requirements). There are no sinks, and a hand sanitizer dispenser could be used as an alternative

This quotation also includes freight, installation and a service/maintenance training session. Customized service/maintenance options are available. Let us know how our service department can serve your needs.

Others would be responsible for obtaining any necessary permits and associated fees Currently, there is an approximate twelve-week lead time We require a 50% deposit at the time of order with the balance due prior to delivery. This quotation are valid for 120 days.

Should you have any questions, please give us a call We are looking forward to working with you.

Best regards

JAD/lmt  
Enclosures

- C11 spec sheet
- M54 base spec sheet
- Site preparation
- Solar spec sheet

## SPECIFICATION SHEET

### MODEL C-11 TRANSPORTABLE BUILDING Cement Siding

Clivus New England, Inc.  
P.O. Box 127  
North Andover, MA 01845  
(978) 794-9400  
Fax: (978) 794-9444  
E-Mail: [123CNE@clivusne.com](mailto:123CNE@clivusne.com)



Economic Solutions

Shipped  
Completely Assembled

A transportable unisex, handicapped-accessible, structural insulated wood panel building built to attach to the Clivus Multrum, Inc., M-54 Trailhead composting base foundation. This building shall measure 7' 6" in length and 5' 8" in width and 9' 4" in height (to roof peak).

The building shall be constructed of durable Insulspan structural panels. These panels shall consist of an expanded polystyrene core with one pound of expanded polystyrene per cubic foot bonded between two outer layers of structural oriented strand board. Interior finish shall be fiberglass-reinforced panel and laminated.

The panel core material (EPS) shall have the following characteristics:

- Structural integrity including permanent shape retention and resistance to shrinkage, decomposition, and disintegration.
- Thermal stability--consistent insulating value.
- Nontoxic--formaldehyde-free.
- Permanence and low water absorption--rot-resistant and moisture-resistant.

Specifications for panels, roof, floor, trim, and window:

- Front wall panel to be 3-½" thick.
- Side and rear wall panels to be 2" thick.
- Roof panels to be 3-½" thick.
- Ceiling panel to be 3-½" thick.
- Large floor panel to be 3" thick with three splines as required for design load of 100 PSF.
- Small floor panel (maintenance access lid) to be 3" thick; trimmed with aluminum channels; attached with Type 304 stainless steel continuous hinge.
- Exterior walls to be covered with Hardie® silica-based cement clapboard siding. Finish to be Cedar Mill Artic White (JH-10-20).
- Underside of overhangs to be covered with ¾" Azek, Finish to be Artic White.
- Roof to receive traditional 3-tab organic asphalt shingles with 20-year limited warranty, over 15 lb. felt covering with 8" galvanized drip edge.
- Edges of roof panels to be trimmed with Azek ¾" fascia and rake boards. Finish to be Artic White.
- Roof pitch to be 6:12.
- Wood edges at floor panels to be pressure-treated with rating for direct contact with soil.
- Floor panels to have outer layers of ½" AB marine plywood.
  - Small floor panel will be finished with two coats of Benjamin Moore epoxy paint on floor surface with non-slip finish.

Large floor panel will be finished with a ⅛" thick aluminum diamond plate with a welded seam in the middle running width wise, with 3" diamond plate sides (baseboards) to form a 'pan' type insert to protect the floor.

- Interior trim to be Sanalite finish, high-density polyethylene (Federal Specification #L-P-390C, Type 1, Class H); corner molding 3/4" X 3/4" with stainless steel fasteners
- Window to be 1/4" obscure plexiglass DP 30, 17-3/4" X 35-½" mounted in rear wall
- Live load of roof to be 64 lb. PSF.
- Live load of floor to be 100 lb. PSF.

- Wind load of building to be 3,121 lb./lineal foot to withstand winds of 120 MPH.
- Dead load of building to be 1,500 lb

Specifications for capability of lifting building in one piece:

- Building shall be fitted with two integral 2-1/2" X 2-1/2" L galvanized coated steel angles with 1-1/4" nominal inside diameter galvanized coated steel tube threaded on inside at both ends and continuously welded to top and side of angle iron. Tube and angle are continuous through floor panel. Eyebolt screwed into end of each tube and used for lifting structure must be capable of carrying 3,000 lbs. each, with a total of 4.

Specifications for door and interior components:

- Door to be Tiger Door, LLC Medium Duty Series. Manufactured with a pultruded FRP "C" channel stile and rail framework.
  - The interior structure is filled with phenolic impregnated honeycomb.
  - The exterior skins are manufactured from chopped fiberglass roving and a modified polyester copolymer resin. Each skin is bonded to the honeycomb core using a proprietary formulation of high-strength adhesive and an exclusive F.L.O.A.T. method of assembly.
  - Finish will be a multi-component polyurethane industrial chemical coating for the top coat. Top coat color will be white
  - Incorporated into the upper section of the door will be a 24" x 24" FRP inline "V" blade privacy louver.
  - Hardware locations are reinforced with non-hygroscopic polymer blocking and/or polymer structural shapes.
- Frame to be manufactured by Tiger Door, LLC. Frame will be constructed with heavy walled fiberglass pultrusion profiles with bonded fiberglass reinforcements for hardware.
  - Finish will be a multi-component polyurethane industrial chemical coating for the top coat. Top coat color will be white.
- Door closer to be Norton #1601-BF, aluminum.
- Door handle to be PDQ SK Series lever handle with privacy function, heavy gauge cold-rolled steel mechanism dichromated for corrosion resistance, US26D.
- Deadbolt to be PDQ KM Series, 1" Throw with case-hardened roller pin.
- Hinge to be BB 179, US26D.
- Grab bars (2) to be B-6206 Series, as manufactured by Bobrick; 18-gauge, Type 304 stainless steel tubing with concealed mounting, 42" length, 1-1/2" diameter, complies with barrier-free design codes
- Toilet paper holder to be heavy-duty, vandal-resistant, 1/4" painted steel, double roll, with heavy duty lock.

An exterior hinged floor (small floor panel) shall be installed over the composter base such that the battery storage shelf, liquid removal access port, and the compost maintenance and removal chamber can be easily accessed and locked separately from the building.

Specifications for concrete anchoring pads:

- Each pad shall be constructed of a monolithic pour over steel reinforcement with four pre-installed lifting points.
- Each pad shall weigh approximately 2000 lbs. and its dimensions shall be 9' x6' and shall be 6" thick.

Clivus New England, Inc.  
P.O. Box 127  
North Andover, MA 01845  
(978) 794-9400  
Fax: (978) 794-9444  
E-Mail: [123CNE@clivusne.com](mailto:123CNE@clivusne.com)



Economic Solutions

## TRAILHEAD SITE PREPARATION REQUIREMENTS (MODELS C-11, M-54W)

The hole for the below-ground composter base needs to be dug 10' x 14' at a location with a 170° arc of unobstructed sunshine (for solar-powered systems only). This hole allows 2' around the unit for tamping (a compactor should be used), placing the concrete anchoring system, and making minor adjustments in composter placement. Either of the long sides must face south for the solar system. When AC electricity is available, the Trailhead may face any direction with no sunlight needed.

The door opening is on a 10' end. For the door opening to be at ground level for easy handicapped accessibility, the hole should be dug approximately 52" deep. The base itself is 4' high and the concrete pad is 6" thick.

A transit is needed for leveling and pitching the base toward the door. This slight tilt prevents water from pooling inside the building after cleanings, and 1" from back to front is recommended.

The solar system must be attached to the south side of the roof.

For C-11 only: An excavator with a 23' high reach should be at the site to off-load the C-11 which is delivered in one piece. Each half of the concrete anchoring pad weighs 4,000 lbs. Rigging can be provided if the installation is done by others. (The M-54W is in kit form).

Clivus New England, Inc.  
P.O. Box 127  
North Andover, MA 01845  
(978) 794-9400  
Fax: (978) 794-9444  
E-mail: 123CNE@clivusne.com



## SPECIFICATION SHEET

### SOLAR-POWERED VENTILATION SYSTEM

#### STANDARD

The standard solar-powered ventilation system is designed to provide fan ventilation 24 hours a day from May through October, or from dawn to dusk at "daylight-use only" sites, with panels, hardware, wiring, and appurtenances necessary for mounting on the roof of a building provided the solar window is a 170° arc of unobstructed direct sunlight and includes:

- Ventilation fan: solar (photovoltaic)-operated, capable of supplying minimum required capacity to provide an odor-free building interior, 12VDC, 100 cfm, CSA and UL approved; as manufactured by Papst.
- Solar (photovoltaic) module or modules: 120 watts total
- Charge controller with low voltage disconnect: 12V, 10 amp, solid-state battery charge regulator.
- Battery: 12V, 110 amp hr., maintenance-free, valve-regulated, sealed gel cell, designed for deep-cycle photovoltaic applications.
- Roof mounting hardware.
- Add-on terminal kit to allow connection to the solar module.
- Output wiring kit.



Chief of Police  
Brian A. Cioffi

Town of Chilmark  
Office of  
**Police Department**  
Chilmark, Massachusetts 02535

Station (508) 645-3310  
Fax 645-3101  
Communications 693-1212

To: Honorable Board of Selectmen and the Finance Committee  
From: Chief Brian A Cioffi  
Date: January 7, 2011  
Re: Warrant Articles

Respective Boards,

I would like to have three warrant articles placed on the warrant for the town meeting this spring. One of the warrants will be to replace the 2002 Chevy Tahoe 4WD. By summer this cruiser will have over 100,000 mile on it. I have spoken with Chief Norton and he stated that he would like to utilize the vehicle for the fire department. The vehicle would be great for their applications and while it is still in the relatively good shape for their needs. I would like to replace it with a 2011 Ford Expedition 4WD. The cost is \$28,665.00 for the vehicle and I would like an additional \$3,500.00 added to the cost for incidental equipment for the cruiser not factored into the discounted price. For example (If a new cage is needed, new radio, new truck vault ect.). This would bring the total to \$32,165.00.

The second warrant article is for \$2500.00 to help fund the joint training of the Island Tactical Response Team. Presently we have two members of the department on the team and I act as the Control Chief for the team. This money will help offset cost associated with training and purchase of incidental equipment needed for our team members.

The third warrant article is for \$2200.00 to help fund the purchase of 2010 Microsoft Office operating licenses and relative cost to this purchase. This would allow the five station computers to upgrade to 2010 Microsoft Office.

Respectfully Submitted,



Chief Brian A Cioffi



## Item VIII: Tahoe Special Service Vehicle

**Contract Price: \$29,531**

### Standard Features

#### General

- Heavy Duty 4-Door 4WD Utility Vehicle Designed for Municipal Service
- Current Model Year
- Type: 4WD 4-Door CK10 with 1FL Package

#### Mechanical

- Engine - Vortec 5.3L V8 SFI FlexFuel with Active Fuel Management
- Transmission - 6-Speed Automatic, Electronically Controlled with Overdrive and Tow/Haul Mode
- Transfer Case - Electronic Autotrac with Rotary Controls
- Air Cleaner: High Capacity
- Rear Axle - 3.42 Ratio
- 4-Wheel Drive
- Battery - Heavy Duty 730 Cold-Cranking Amps
- Alternator - 160 Amps
- Ignition: 100 Amp Main Power
- Recovery Hooks - Front, Frame-Mounted
- GVWR - 7300 lbs.
- StabiliTrak: Stability Control System with Proactive Roll Avoidance
- Suspension Package - Premium Smooth Ride
- Suspension - Front, Coil-Over-Shock with Stabilizer Bar and Rear, Multi-Link with Coil Springs
- Wheels - Four (4) 17" x 7.5" Steel with 17" Full Size, Steel Spare
- Tires - P265/70R17 All-Season Blackwall and P265/70R17 All-Season Blackwall Spare
- Tire Carrier - Lockable Outside Spare, Winch-Type Mounted Under Frame at Rear
- Steering - Power
- Brakes - 4-Wheel Anti-Lock, 4-Wheel Disc, VAC Power
- Key - Single, 2-Sided



**Contract # GBPC 2008-CHEVY1**

**Safety**

- Air Bags - Dual-Stage Frontal, Driver and Front Passenger with Passenger Sensing System, Head Curtain Side Impact 1<sup>st</sup> and 2<sup>nd</sup> Row outboard Seating Positions with Rollover Sensor

**Interior**

- Seats - Front 40/20/40 Split Bench with Custom Cloth, 3 Passenger, Driver & Front Passenger Manual Reclining, Center Fold Down Armrest with Storage, Lockable Storage Compartments in Seat Cushion, Adjustable Outboard Head Restraints and Storage Pockets
- Seat Adjuster - Driver Power
- Seats - Front Cloth & 2<sup>nd</sup> Row Vinyl
- Seats - 3<sup>rd</sup> Row (Delete)
- Floor Covering - Black Rubberized Vinyl
- Steering Column - Tilt-Wheel, Adjustable with Brake/Transmission Shift Interlock
- Steering Wheel - Vinyl
- Instrumentation - Analog with 120 mph Speedometer, Odometer with Trip Odometer, Fuel Level, Voltmeter, Engine Temperature, Oil Pressure and Tachometer
- Warning Tones - Headlamp On, Key-in-Ignition, Driver and Right Passenger Safety Belt Unfasten, Turn Signal On
- Tire Pressure Monitoring System
- Windows - Power with Driver Express Down and Lockout Features
- Door Locks - Power Programmable with Lockout Protection
- Remote Vehicle Starter Prep Package Includes Remote Keyless Entry
- Cruise Control: Electronic with Set and Resume Speed
- OnStar (Delete)
- Theft-Deterrent System, Pass-Key III
- Audio System - 8-Speaker AM/FM Stereo with MP3 Compatible CD Player, Seek & Scan, Digital Clock, Auto-Tone Control, Radio Data System, Speed-Compensated Volume and TheftLock
- XM Radio (Delete)
- Heater - Rear Auxiliary with Rear Passenger Heating Ducts
- Air Conditioning - Dual Zone Manual Climate Control with Individual Climate Settings for Driver and Right-Front Passenger
- Air Conditioning - Rear Auxiliary
- Defogger - Rear Window Electric
- Power Outlets - Three (3) Auxiliary, 12-Volt, Includes Two (2) on the Instrument Panel and One (1) in the Cargo Area
- Mirror - Inside Rearview Manual Day/Night



**Contract # GBPC 2008-CHEVY1**

- Headliner - Cloth
- Console - Overhead Mini with Map Lights and Rear Seat HVAC Controls
- Visors - Driver & Front Passenger Illuminated Vanity Mirrors, Padded with Cloth Trim
- Assist Handles - Front Passenger & 2<sup>nd</sup> Row Outboard
- Lighting - Interior with Dome Light, Driver & Passenger Side Door Switch with Delayed Entry Feature, Cargo Lights, Door Handle or Remote Keyless Entry Activated Illuminated Entry and Map Lights in Front and 2<sup>nd</sup> Seat Positions
- Ground Studs: Auxiliary, Two (2) Per Vehicle in Rear Compartment

**Exterior**

- Interior: Black
- Exterior: Solid Paint - Basecoat/Clearcoat
- Color: White Unless Specified Otherwise
- Luggage Rack (Delete)
- Fascia - Front & Rear, Color-Keyed
- Assist Steps - Black
- Headlamps - Dual Halogen Composite with Automatic Exterior Lamp Control and Flash-to-Pass Feature
- Daytime Running Lamps with Automatic Exterior Lamp Control
- Mirrors - Outside Heated Power-Adjustable, Manual-Folding, Black Mirror Caps
- Glass - Solar-Ray Deep Tinted (Except for Light-Tinted Windshield & Driver and Passenger Side Glass)
- Wipers - Front, Intermittent Wet-Arm with Flat Blade and Pulse Washers
- Wiper - Rear, Intermittent with Washer
- Door Handles - Black
- Radio Suppression
- Liftgate with Liftglass Rear Door System

# MARTHA'S VINEYARD PUBLIC SCHOOLS

*Excellence and Equity For All Children*

JAMES H. WEISS, ED.D.  
SUPERINTENDENT

*Equal Opportunity Employer*

DANIEL T. SEKLECKI  
DIRECTOR OF STUDENT SUPPORT  
SERVICES

LAURIE F. HALT  
ASSISTANT SUPERINTENDENT FOR CURRICULUM  
AND INSTRUCTION

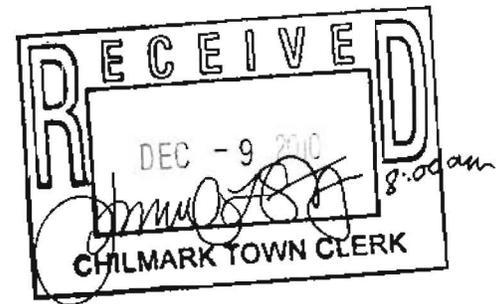
JANET L. SYLVIA  
FINANCIAL ADMINISTRATIVE ASSISTANT

AMELIA C. TERNEY  
SCHOOL BUSINESS ADMINISTRATOR

EDITH ROUSSEAU  
ADMINISTRATIVE ASSISTANT TO THE  
SUPERINTENDENT

December 6, 2010

Jennifer L. Christy, Town Clerk  
Chilmark Town Hall  
PO Box 119  
Chilmark, MA 02535



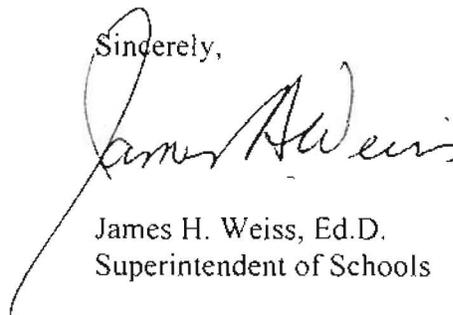
Dear Clerk Christy:

At its December 1<sup>st</sup> meeting, the All-Island School Committee (AISC) voted unanimously to submit the enclosed warrant article for the upcoming annual town meetings. A place holder version was sent to you on November 12<sup>th</sup>.

The article is intended to provide funds to support a feasibility study for the replacement of the building to house the Superintendent's Office. The AISC determined that each community should pay a portion of the cost based upon their overall enrollment and a base of at least \$1000.00 per town.

Please feel free to contact me or a school committee member if you wish to have more information.

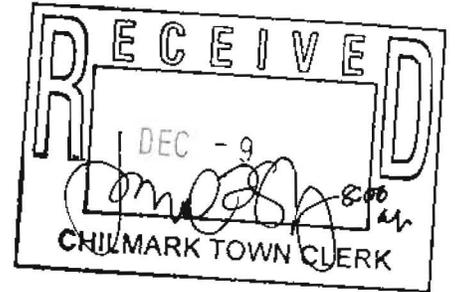
Sincerely,



James H. Weiss, Ed.D.  
Superintendent of Schools

JHW/er

cc: Tim Carroll



## **Feasibility Study Warrant Article**

To see if the Town of Chilmark will vote to raise and appropriate the sum of one thousand two hundred thirty-seven dollars (\$1,237) to fund the Town's share of the cost for a feasibility study for the replacement of the Superintendent's Office. This study will include a review of the space needs for the office, an examination of the Martha's Vineyard Regional High School property to determine a possible site and develop a rough estimate of the cost for a building on that site.



# Town of Chilmark Fire Department

3 Menemsha Crossroad  
Post Office Box 119  
Chilmark, MA 02535  
Menemsha Station: 508-645-2550  
North Road Station: 508-645-2207

Warrant Articles for the Chilmark Fire Department FY12

December 20, 2010

To Raise the sum of \$25,000.00 to be placed in the fire department stabilization fund for the replacement of fire apparatus that is 25 years of age or older

To Raise and appropriate \$220,000.00 for the purchase of a new 2500-3000 gallon tank truck and replace the second hand 1986 tank truck.

To raise and appropriate the sum of \$10,000.00 to replace old and out of date turn out gear for the firefighters.

To take from available funds in the treasury the sum of 7,500.00 to start replacing old 2.2 SCBA to the new 4.5 SCBA. The 2.2 tanks are slowly being discontinued.

Thank You  
David Norton



# WHITE BROS - LYNCH CORP

OAK BLUFFS, MA

Mr. Keith Emin, Highway Superintenant  
Chilmark Highway Dept.  
P O Box 119  
Chilmark MA 02535

December 22, 2010

RE: RESURFACING OF TABOR HOUSE RD., CHILMARK, MA

Dear Mr. Emin,

As requested, please find the following breakdown. Proposed paving will consist of two inch (2") base course and a one and one half inch (1 1/2") finish course.

Total Asphalt:	2,450 tons @ \$117.60	\$288,120.00
Asphalt Aprons:	28 tons @ \$199.50	\$5,586.00
Police Detail: (2) men @ 40 hours each=80 hrs. @ \$40.00/hr		\$3,200.00
Sweep:		\$1,000.00
Cut Keyways:		\$1,500.00
Loam Road Shoulders 3' wide by 4" deep		
	400 C. Y. @ \$35.50 delivered	\$14,200.00
Road Widener for Loam w/Full Crew/mobilization		\$6,000.00
	<b>Total</b>	<b>\$319,606.00</b>

If you have any questions, please do not hesitate to call.

Respectfully,

*Walter R. Eglinas*  
Walter R. Eglinas  
Suprintendent

Chilmark Highway Dept.  
P O Box 119  
Chilmark MA 02535



www.chilmarkma.gov

TOWN OF CHILMARK  
CHILMARK, MASSACHUSETTS

TOWN OFFICES:  
Beetlebung Corner  
Post Office Box 119  
Chilmark, MA 02535  
508-645-2100  
508-645-2110 Fax

TO: Honorable Board of Selectmen

FR: Harbormaster Dennis Jason

DT: February 9, 2011

RE: Warrant Article

Selectmen,

I am requesting a warrant article for the annual town meeting. This article is for the replacement of town landing at Hariph Creek.

Kent Healy of Vineyard Land Surveying engineered plans for this project. The estimate for this project is \$30,000.00

Respectfully Submitted,

Dennis Jason



## ART. 24

### CHAPTER 41 OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS

Section 100G Payment of funeral and burial expenses of fire fighters and police officers killed in performance of duties; acceptance of section

Section 100G. Any city operating under a Plan D or Plan E charter, by the affirmative vote of a majority of its city council or any other city, by a majority vote of its city council with the approval of its mayor, and any town, by a majority vote at an annual or special town meeting, shall pay the reasonable expense, not exceeding two thousand dollars, of the funeral and burial of any firefighter who while in the performance of his duty and as a result of an accident while responding to or returning from an alarm or fire or any emergency or as the result of an accident involving a fire department vehicle, which the firefighter is operating or in which he is riding or while at the scene of a fire or any emergency is killed or sustains injuries which result in his death, or of any police officer who while in the performance of his duty and as the result of an assault on his person, or a result of an accident while responding to an emergency while in the performance of his official duty or as result of an accident involving a police department vehicle which he is operating or in which he is riding is killed or sustains injuries which result in his death. The provisions of this section shall become effective in a city or town when accepted by such city or town.

## ART.25

### CHAPTER 32 RETIREMENT SYSTEMS AND PENSIONS

Section 85H1/2 Disability retirement compensation in cities, towns or fire districts with no permanent police or fire department members

Section 85H1/2. Notwithstanding the provisions of section eighty-five H or any other general or special law to the contrary, in any city, town or fire district which accepts the provisions of this section and in which there are no permanent members of a police or fire department, as the case may be, the selectmen of such town or the prudential committee of such fire district may retire from active service any call firefighter or any member of a volunteer fire company or reserve, special or intermittent police officer who becomes permanently mentally or physically disabled by injuries sustained, through no fault of his own, during the actual performance of duty as such firefighter or police officer. A person so retired shall receive an annual pension equal to two-thirds of the average annual salary of a first-year, regular, firefighter or police officer in the local area; such average to be determined by a survey of three surrounding towns, as determined by the public employee retirement administration commission. Whenever a call firefighter or member of a volunteer fire company in a town whose service as such had been approved by the prudential committee of the fire district or by the board of selectmen of such town, or a reserve, special or intermittent police officer of a town or a reserve police officer or reserve or call firefighter of a city is disabled because of injury or incapacity sustained in the performance of duty, through no fault of his own, and is thereby unable to perform the usual duties of his occupation at the time such injury or incapacity was incurred, such police officer or firefighter shall receive from the city or town, for the period of such injury or incapacity, a minimum annual allowance equal to the average annual salary of a first-year, regular firefighter or police officer in the local area, such average to be determined by a survey of three surrounding towns, as determined by the public employee retirement administration commission; provided, however, that no such compensation shall be payable for any period after such police officer or firefighter has been retired or pensioned or for any period after a physician designated by the board or officer authorized to appoint police officers or firefighters in such city or town determines that such incapacity no longer exists.

Otherwise. ....

*Section 85H. The selectmen of every town may retire from active service any call fire fighter or reserve, special or intermittent police officer who becomes permanently disabled mentally or physically by injuries sustained through no fault of his own in the actual performance of duty as such fire fighter or policeman. A person so retired shall receive an annual pension equal to two thirds of the annual rate of compensation payable to a regular or permanent member of the police or fire force, as the case may be, thereof for the first year of service therein, and if there are no permanent members of such force an **annual pension in the sum of three thousand dollars.***

## ART. 26

SECTION 37. Chapter 53 of the General Laws is hereby amended by inserting after section 18A the following section:-

Section 18B. (a) As used in this section "governing body" shall mean, in a city, the city council or board of aldermen acting with the approval of the mayor subject to the charter of the city, in a town having a town council, the town council, in every other town, the board of selectmen and in a district as provided in sections 113 to 119, inclusive, of chapter 41, the prudential committee, if any, otherwise the commissioners of the district.

(b) The governing body of a city, town or district which accepts this section in the manner provided in section 4 of chapter 4 **shall print information relating to each question that shall appear on the city, town or district ballot**. The information shall include: (1) the full text of each question; (2) a fair and concise summary of each question, including a 1 sentence statement describing the effect of a yes or no vote, which shall be prepared by the city solicitor, town counsel or counsel for the city, town or district; and (3) arguments for and against each question as provided in subsections (d) and (e). Not later than 7 days before an election at which the question shall be submitted to the voters in a city, town or district, the information in this subsection shall be sent to each household wherein a person whose name appears on the current voting list for the city, town or district resides.

(c) Not later than the day following the date of the determination that a question shall appear on the ballot in an election, the governing body shall provide written notification to the city solicitor or town or district counsel and to the city or town clerk.

(d) Not later than 7 days after the determination that a question shall appear on the ballot, the city solicitor or town or district counsel, as applicable, shall seek written arguments from the principal proponents and opponents of the question. For the purposes of this section, the principal proponents and opponents of a question shall be those persons determined by the solicitor or counsel to be best able to present the arguments for and against the question. The solicitor or counsel shall provide not less than 7 days' written notice to the opponents and proponents of the date on which the written arguments shall be received. Proponents and opponents shall submit their arguments, which shall be not more than 150 words, to the solicitor or counsel, together with a copy thereof to the city or town clerk or, in a district, to the clerk of each city and town within the district. The arguments and summary shall be submitted by the solicitor or counsel to the governing body not more than 20 days before the election for distribution to voters in accordance with subsection (b). A copy of the arguments and summary shall also be submitted by the solicitor or counsel to the city, town or district clerk.

(e) In determining the principal proponents and opponents of a ballot question, the solicitor or counsel shall contact each ballot question committee, if any, as defined in section 1 of chapter 55. The principal proponents or opponents of a ballot question may include officers of a ballot question committee or officers of a city, town or district office or committee including, but not limited to, a finance committee or a school committee. In addition, the principal proponents or opponents may include the first 10 signers or a majority of the first 10 signers of a petition initiating the placement of such question on the ballot. The solicitor or counsel shall determine, based on a review of arguments received, the person or group best able to present arguments for and against a question. If no argument is received by the solicitor or counsel within the time specified by the solicitor or counsel, the solicitor or counsel shall prepare an argument and submit the argument to the governing body and to the city or town clerk or, in a district, to the clerk of each city and town within the district within the time specified in subsection (d).

(f) All arguments filed or prepared pursuant to this section and the information prepared pursuant to subsection (b), shall be open to public inspection at the office of city or town clerk or, in a district, at the office of the clerk of each city and town within the district. In addition, each city or town clerk shall make such information available to the voters at all polling places within the city, town or district.

## **ART. 27**

SECTION 42. Said section 5 of said chapter 59, as amended by section 66 of chapter 25 of the acts of 2009, is hereby further amended by adding the following 2 clauses:-

Fifty-sixth. Upon the acceptance of this section by a city or town, the board of assessors may grant, real and personal property tax abatement up to 100 per cent of the total tax assessed to members of the Massachusetts National Guard and to reservists on active duty in foreign countries for the fiscal year they performed such service subject to eligibility criteria to be established by the board of assessors.

The authority to grant abatements under this section shall expire after 2 years of acceptance unless extended by a vote of the city or town.

Fifty-seventh. Upon the acceptance of this section by a city or town, the board of assessors may appropriate monies for and grant property tax rebates in an amount not to exceed annually the amount of the income tax credit set forth under subsection (k) of section 6 of chapter 62.

**COMMUNITY PRESERVATION COMMITTEE**  
**PROPOSED WARRANT ARTICLE**  
**APRIL 2011 ANNUAL TOWN MEETING**

1. **\$9,240** from existing FY 2011 Historic Preservation Reserve Funds. This is Chilmark's share of an island-wide funding campaign to catalog MV Museum historic records and preserve historic artifacts. It will be a two-year program with a total island cost estimate of \$325,000. This appropriation is Chilmark's contribution toward the first year's activities. This appropriation is recommended even if some of the other five towns do not agree to their shares.
  
2. **\$150,000** to partially fund the renovation of the historic Tea Lane Farmhouse -- \$20,000 from existing FY 2011 Historic Preservation Reserve Funds; \$70,000 from existing FY 2011 Community Preservation Budgeted Reserve Funds; \$60,000 from existing FY 2011 Community Preservation Undesignated Reserve Funds.
  
3. **\$20,000** from existing FY 2011 Historic Preservation Reserve Funds for continued renovation of Chilmark's historic stone walls along public ways. The Historical Commission has oversight of the program and funds.
  
4. **\$20,000** from existing FY 2011 Affordable Housing Reserve Funds for Chilmark's rental conversion program that is managed by the Dukes County Regional Housing Authority.
  
5. **\$5,000** from existing FY 2011 Historic Preservation Funds to renovate the Nomansland boat that is owned by the MV Museum. The purpose is to preserve the boat as an important historical artifact of the island. They were built on the Vineyard and one is featured on the Chilmark Town seal. (5) toward stabilization
  
6. To see if the Town will vote to raise such sums of money as will be necessary to defray town charges and to make appropriations for the ensuing year, as printed under Department Budgets -- Salaries and Expenses totals, provided that the amount set forth under the Community Preservation Committee (Dept. 179) shall be funded from the Community Preservation FY 2012 Budgeted Reserve.

Explanation: This is for the annual administration expenses for the Community Preservation Committee.

(OVER)

**COMMUNITY PRESERVATION COMMITTEE**  
**PROPOSED WARRANT ARTICLE**  
**APRIL 2011 ANNUAL TOWN MEETING**

7. To see if the Town will vote to approve the following requests of the Community Preservation Committee: To see if the Town will vote to reserve from the Community Preservation Fund FY 2012 estimated annual revenues up to the following amounts for community preservation projects: **\$24,930.00** for Open Space Preservation; **\$24,930.00** for Historic Resources Preservation; **\$24,930.00** for the Housing; and **\$174,480.00** for the Community Preservation Budgeted Reserve.

Explanation: The Community Preservation Act mandates that a Town must reserve a minimum of 10 percent of its projected revenues for each of the three categories—Open Space Reserve Fund; Historic Resources Reserve Fund and the Housing Reserve Fund. The balance of the funds is placed in the Community Preservation Budgeted Reserve (Budgeted Reserve) Fund. The Budgeted Reserve funds may be allocated to any future CPA funded project in any category with Town voter approval. In FY 2011 Chilmark received 60 percent of the FY 2010 CPA tax collections -- more than the statewide average. We have conservatively planned on a state matching level of 40% or, **\$68,400** of the FY 2011 CPA tax revenue for receipt in FY 2012.

October 13, 2010

Chuck Hodgkinson  
Chilmark Town Hall  
P.O. Box 119  
401 Middle Road  
Chilmark, MA 02535

Dear Mr. Hodgkinson:

Please accept our application for CPA Funds for the Martha's Vineyard Museum. We are applying for funds for Historic Preservation in the amount of \$8,700. Please contact David Nathans, Executive Director, if you have any questions. He can be reached by phone (508) 627-4441 or by email at [DNathans@mvmuseum.org](mailto:DNathans@mvmuseum.org).

Thank you very much for your consideration.

Sincerely,

Sandy Sayers  
Interim Director of Development

## 1. Project Description:

The Martha's Vineyard Museum seeks CPA funds from the Town of Chilmark for Historic Preservation to complete a project to preserve its rich collections so they will be available for use for generations to come. We are applying to all of the six towns on Martha's Vineyard for CPC funding for a total of \$154,000. We are asking West Tisbury to fund \$8,700 based on a year-round population of 843.

Studies conducted by archivists and conservators over the past decade have emphasized the need to provide physical and environmental protections for collections. Thanks in large part to the CPC Fund of Edgartown, the MV Museum has made steady progress toward meeting some of those needs by hiring specialized contractors to preserve the historic buildings on its campus. However, in addition to preserving historic buildings, we need to engage the services of an archivist and registrar to preserve and catalog its important collections. The small size of the staff, and the museum's limited resources have prevented it from actively working on this important project

Funding for an archivist and registrar is not currently in the Museum's budget. A professional curatorial staff of four, mostly full-time is in our budget. Without these additional professionals the collections remain in a state of partial re-housing and incomplete organization with no easy way to search. The completion of this project will preserve the island collections, eliminate the backlog of information, create more accessibility and provide a mechanism – the electronic system and trained volunteers – that will reduce future backlog, and making it available for researchers and students.

We will accomplish this in two phases. First, we will re-house and fully describe the collections by protecting them in appropriate containers and reducing the damaging and unnecessary handling that comes from searching through inadequately cataloged materials. Acid-free housing is essential in preserving the collections because it slows or prevents the deterioration caused by acidic materials and it insulates the collections from damaging environmental conditions.

Second, when phase one is complete, we will transfer this paper-based catalog into our electronic database, which has been sitting idle because we have not had the funds for additional staff to do the actual work.

## 2. How does this project accomplish the goals of the CPA?

For more than 85 years, the Martha's Vineyard Museum has collected, preserved and made materials relating to the history of the Island available to the public. The Museum's Huntington Research Library and Archives hold substantial collections relating to every town on the Island. With materials dating from 1652 to the present, the collections contain 5,000 books; more than 820 linear feet of manuscripts, maps and charts; a large genealogical collection; more than 1400 oral histories; 30,000 objects; and 50,000 photographic images. Island residents, teachers, students, researchers, town

## Martha's Vineyard Museum

officials, and various media representatives use our materials extensively. The museum staff uses the collections for exhibits and educational programming material that it makes available to the residents of Chilmark year round.

Completion of this project to re-house and catalog the collections of the Martha's Vineyard Museum will significantly increase the ability of Chilmark residents, researchers, and 2,000 island students to access the wealth of materials in the care of the Martha's Vineyard Museum while preserving them for future generations.

### **3. How does this project impact Chilmark's citizens and address current need?**

Currently the museum is unable to adequately ensure the preservation of its collections to current manuscript and museum standards, putting them at risk of deterioration. The longer this work is postponed, the greater the risk. Unfortunately, researchers cannot use our collections because they are not adequately cataloged and are difficult to locate. We will know the project is successful once we have ensured the preservation of our collection to current standards and that they are accessible and easy to find. Measurement will include usage statistics, both via the web and in person through research visitations.

### **4. Projected Action Plan and Timeline including major steps needed to complete the project?**

The following activities will be necessary to complete the project of preserving, and cataloging the Museum's collections:

- Hire full-time contract archivist and full-time contract registrar
- Complete setup of collections management database
- Archivist and registrar will train staff, interns and volunteers in proper handling of collections, re-housing techniques, and cataloging procedures
- Finish re-housing collections in acid-free folders and boxes.
- Complete processing of collections
- Complete library and object collections aid finding project
- Phase out incomplete and obsolete paper catalogs

#### **Timeline:**

If we receive funding in July 2011, we will start the project two months later (September 2011) as we will need to hire two professional staff people to work on the project. Funding for one year will bring us through August 2012.

Martha's Vineyard Museum

Budget for one year of 2-year project

Archivist	\$72,000
Registrar	\$72,000
Supplies	\$10,000
<b>Total</b>	<b>\$154,000</b>

Prorated per town on basis of population ~\$10.32/person (Population figures from the MV Commission dated 2000)

Edgartown	\$38,999.28	(3,779)
Aquinnah	\$3,550.08	(344)
Chilmark	\$8,699.75	(843)
West Tisbury	\$25,459.44	(2467)
Tisbury	\$38,751.60	(3,755)
Oak Bluffs	\$38,318.16	(3,713)

**5. Provide detailed financial information including the following, as applicable:**

Should our application be accepted we would anticipate providing invoices at each stage of the project (monthly preferred) that we could submit for repayment. Or, we could take the payment in lump sums, quarterly, to be determined by the CPC.

**Other revenue sources:** We annually support a professional staff of 10 or more, half of who are directly involved with the care and use of the collections. We will seek prorated resources from each of the other five island towns through their CPC funds.

**Annual cost to the town, once the project is operational:** None anticipated after two-year project is complete.

**Financial sustainability and Implementation:** The project will be managed and implemented by our Chief Curator, Bonnie Stacy. We will need to hire an Archivist and a Registrar who can commit to this project and ensure its completion. Since it is a two-year project, if we do not receive funding for a second year we would complete 50% of the project. While we hope to complete 100% of the project by securing additional funding in the second year, we will have preserved a large part of our collections regardless of year two.

**6. Are there any legal ramifications and/or impediments to this project?** None

**7. Do you have the authorization of the property owner?** The MV Museum is the primary owner of the collections.

**CHILMARK PERSONNEL BYLAW CHANGES**  
**EXECUTIVE SUMMARY** - From CAS  
**April 25, 2011**

Overview

Chilmark's Personnel Bylaw was adopted in 1983 and last amended in 2001. The Personnel Board has been working to update the bylaw to keep it current with the Fair Labor Standards Act and to change certain bylaws or procedures to make them more practical.

Bylaw changes require Town Meeting approval and a 2/3 majority vote.

The following is an executive summary of the Bylaw changes by section.

Also, please notice the official name of the Personnel Board and all references to Personnel matters have been changed to recognize staff as human resources such as: "Human Resources Board of Chilmark (HRBC)" is the current Personnel Board.

Section 1

The list of terms and definitions has been expanded and updated. The personnel records and filing system and procedures have been clarified.

Section 2

The specific procedures for the recruitment and hiring of Department Heads, Year-round staff and Seasonal Staff have been itemized, defined and transferred to the Bylaw Procedures Manual (HRPM).

Section 3

The 6-month probationary period has been re defined as the 6-month initial evaluation period.

Section 4

No significant changes in the classification and compensation systems. The Town did vote to eliminate the separate seasonal wage scale. The year-round wage scale will apply to all positions.

Section 5

No significant changes.

## Section 6

The use of earned vacation time has been changed. Employees will be required to use any earned vacation time by the end of the fiscal year following the year in which it was earned. Employees would now have a complete year in which to use earned vacation time. Previously earned vacation had to be used by October 30 of the following fiscal year.

## Sections 7

Family and Medical Leave benefits have been simplified to follow the provisions set forth in the Family and Medical Leave Act (FMLA). The details on how to apply for this leave has been transferred to the Procedures Manual.

## Sections 8, 9, 10

No significant changes.

## Section 11

The annual performance evaluations section has been clarified.

## Sections 12, 13, 14, 15, 16

No significant changes.

## Section 17

This Enactment section has been added to the Bylaw.

**HUMAN RESOURCES  
BYLAW**  
of the Town of Chilmark  
April 25, 2011

Section 1.0 General Provisions

Section 2.0 Recruitment and Hiring

Section 3.0 Initial Evaluation Period

Section 4.0 Classification and Compensation Plans

Section 5.0 Employee Development and Training

Section 6.0 Authorized Leaves

Section 7.0 Family and Medical Leave

Section 8.0 Civic Leave

Section 9.0 Holidays

Section 10.0 Travel Reimbursement

Section 11.0 Performance Evaluations

Section 12.0 Disciplinary Action

Section 13.0 Grievance Procedure

Section 14.0 Longevity

Section 15.0 Group Health and Life Insurance

Section 16.0 Retirement

Section 17.0 Enactment

## **Section 1.0 GENERAL PROVISIONS**

### **1.1 Purpose**

The purpose of this Bylaw is to establish a system of human resources administration based on merit principles including, but not limited to:

- (a) recruitment, selection and classification of employees under fair and open competition on the basis of abilities, knowledge, education and skills for the position;
- (b) fair and equitable treatment of all applicants and employees in all aspects of the human resources system, without regard to age, race, religion, color, creed, gender, sexual orientation, national origin, political affiliation, or disability and with proper regard for privacy and constitutional rights;
- (c) retention, where possible, and advancement of employees based on performance, work history, cooperative attitude, service to the public and the Town's fiscal stability; and
- (d) ongoing review of employee goals and objectives with reasonable efforts to assist employees to enhance skills and performance.

### **1.2 Application**

All Town Departments and personnel shall be subject to the provisions of this Bylaw and the policies and procedures adopted pursuant to this Bylaw, except elected officers, employees of the School Department, Temporary Employees and Seasonal Employees.

Whenever a provision of this Bylaw conflicts with any provision of a collective bargaining agreement or an employment agreement, the terms of the collective bargaining agreement or employment agreement shall apply pursuant to Massachusetts General Laws, as amended from time to time.

All remaining provisions of the Bylaw shall remain effective.

Where the work of employees paid by the Town of Chilmark is supervised by persons, Boards, Committees or Commissions that are not subject to this Bylaw, the provisions of the Bylaw and accompanying Human Resources Procedures Manual (HRPM) remain applicable to those employees.

Under authority granted in the General Laws of the Commonwealth of Massachusetts, non-elected paid Chilmark employees, unless otherwise stipulated in their appointment letters, are subject to annual reappointment by the Board of Selectmen. In exercising this authority, the Board of Selectmen shall be guided by the Purpose of this Bylaw as set forth in Section 1.1 above.

### 1.3 Definitions

The following definitions shall apply to this Bylaw:

**Appointing Authority:** The Board of Selectmen of Chilmark is the Appointing Authority for all Town Employees unless another Appointing Authority is specified by applicable Massachusetts General Law (MGL).

**Benefits-eligible Employee:** A Year-round employee whose weekly annual average number of hours worked is equal to or greater than 20 hours in a normal work week.

**Classification Plan:** The Classification Plan, as administered by the Human Resources Board of Chilmark (HRBC), has two components: The first is a uniform system for job classification of all positions as exempt, non-exempt or seasonal. The second component is the job grade classification of all positions to establish proper relationships between positions, based on the level of responsibilities and the minimum qualifications required to perform the job.

**Compensation Plan:** The regular paid wage schedule that is assigned to a position's grade and step level, administered by the HRBC.

**Department Head:** An elected official, appointed employee or the Chairman of a Town Board, Committee or Commission responsible for supervising a Department's operations or activities.

**Exempt Employee:** An employee whose position is exempt from the overtime provisions of the Fair Labor Standards Act, as amended from time to time.

**Full-time Employee:** A full-time employee is one who works 40 hours per work week.

**General Laws:** The General Laws of the Commonwealth of Massachusetts.

**HRBC:** The Human Resources Board of Chilmark.

**Human Resources Procedure Manual (HRPM):** The Manual prepared by the HRBC that defines the procedures for implementing the human resource management functions as set forth in the Town's Human Resources Bylaw. Changes to the Procedures Manual require a majority vote of approval by the HRBC and final approval by the Board of Selectmen.

**Immediate Family:** An employee's spouse, spousal equivalent, children, stepchildren, grandchildren, parents, parents of spouse, siblings, and those others for whom recognized legal responsibility exists.

**Initial Evaluation Period:** The first six (6) months of employment for all new Year-round Employees or existing Year-round Employees who assume a position within a

different Department or with a job description with duties that are different from the old position. Notwithstanding the foregoing, police officers are subject to a one-year initial evaluation period.

**Non-exempt Employee:** An employee whose position is subject to the overtime provisions of the Fair Labor Standards Act, as amended from time to time.

**Personal Pay Rate:** A rate of pay that is above the maximum rate for the job as set forth in the Compensation Plan.

**Project Employee:** An employee who is hired to work on a specific project for a limited period of time that shall not exceed Twelve (12) consecutive months. A Project Employee is not subject to, or have the benefits of the Bylaw, except for those provisions relating to the Classification and Compensation Plans promulgated by the HRBC. A Project Employee may be considered for re-hiring, but a project employee who wishes to return is not guaranteed a position of employment the following year or term.

**Seasonal Employee:** An employee who works for a limited period of time related to a particular season, as listed in the HRPM. While Seasonal Employees are subject to and are the beneficiaries of the General Laws of Massachusetts, they are not subject to the overtime provisions of the Fair Labor Standards Act nor are they subject to, or have the benefits of, this Bylaw, except for those provisions relating to the Classification and Compensation Plans promulgated by the HRBC for Seasonal Employees. Seasonal Employees may be considered for re-hiring but, seasonal employees who wish to return are not guaranteed a position of employment the following season.

**Supervisor:** As specified in each job description, the Board of Selectmen, an employee, Town Board, Committee or Commission Chairman who directs the activities of another employee or group of employees.

**Temporary Employee:** An employee who is hired on an interim basis to fill a position which is vacant temporarily or an employee who is hired for emergency purposes usually for a period of 30 days or fewer, but may be extended one additional 30-day period with the prior approval of the Appointing Authority.

**Town:** The Town of Chilmark.

**Year-round Employee:** An employee who has successfully completed the Initial Evaluation Period.

#### 1.4 Human Resources Board of Chilmark (HRBC)

The HRBC shall consist of five voting members of the Town appointed by the Board of Selectmen for staggered terms of three years each. The HRBC shall serve without compensation.

No person employed by the Town shall be eligible to serve on the HRBC. However, there shall be an employee of the Town who is selected annually by the employees to represent them on the HRBC as a non-voting member. This employee shall bring issues to the HRBC that are of concern to all Town employees and shall report back to the employees as needed.

The mission of the HRBC is to help ensure that the Town is in compliance with all applicable employment statutes, that its employees are treated fairly and uniformly in a transparent, merit-based human resources system, and that the service delivery to Town residents and taxpayers is enhanced through a performance-driven, efficient and motivated work force.

The powers and duties of the HRBC shall include:

- Formulating policies, procedures and regulations as necessary to ensure proper human resources administration;
- Interpreting the Human Resources Bylaw and serving, advising and assisting the Board of Selectmen on its implementation;
- Developing and maintaining a Classification Plan and a Compensation Plan;
- Developing and maintaining job descriptions for positions included in the Classification and Compensation Plans;
- Periodically reviewing the wage rates of all positions subject to the Compensation Plan;
- Administering the Classification and Compensation Plans, including the placement of positions within the Classification and Compensation Plans, and recommending initial compensation, where appropriate, at step levels higher than the entry level of step 1, and making other decisions necessary for the proper management of the Classification and Compensation Plans. The HRBC may recommend a change in classification for a Year-round Employee to the Appointing Authority after receiving a request from the supervisor.
- Keeping informed of trends in compensation, human resource procedures, State and Federal employment laws and recommending to the Town any action deemed necessary;
- Advising and assisting Town Boards, Committees, Commissions and Department Heads on matters of human resources administration, as needed;
- Determining which human resource records are to be maintained and the procedures for their administration and access;
- Conducting grievance hearings, as necessary;

- Participating as an observer in human resource matters, as requested;
- Encouraging and, where practicable, requiring training programs for employees.

### 1.5 Human Resource Records

The HRBC shall be responsible for the preparation and maintenance of job descriptions for all positions including the determination of a position's exempt or non-exempt status.

The HRBC shall be responsible for the confidential maintenance of all human resources records and files as set forth in the HRPM. An employee is entitled to examine the contents of his or her individual human resource file(s) at a pre-arranged time and with the custodian of the files present.

## **Section 2.0 RECRUITMENT AND HIRING**

Recruitment and hiring of prospective employees shall be conducted in a non-discriminatory manner in accordance with the procedures set forth in the HRPM and shall be consistent with the provisions of Section 1.1 above.

## **Section 3.0 INITIAL EVALUATION PERIOD**

3.1 The first six (6) months of employment of a Year-round Employee, including any extensions thereof, or 12 months in the case of a police officer, shall be known as the Initial Evaluation Period. During the Initial Evaluation Period, an employee will be observed and evaluated on his or her conduct, performance against specified goals and objectives, and work habits.

The employee shall accrue authorized leave benefits as outlined in the Bylaw during this period, but may not use these accrued benefits as paid leave until successfully completing the Initial Evaluation Period.

During the Initial Evaluation Period the employee does not have access to the Bylaw's Grievance Procedure, and may be terminated with or without cause at any time by the Appointing Authority, upon the recommendation of the Department Head or Supervisor.

3.2 Upon completion of the Initial Evaluation Period, the Appointing Authority shall notify the employee in writing of the decision that the employee has or has not attained Year-round Employee status. This decision shall be based upon a performance appraisal and recommendation made by the employee's Department Head or Supervisor. Such notification shall be placed in the employee's human resources file as referenced in the HRPM.

3.3 The Initial Evaluation Period may be extended for no more than three (3) months at the request of the Supervisor with the approval of the Board of Selectmen.

## **Section 4.0 CLASSIFICATION AND COMPENSATION PLANS**

### **4.1 Classification and Compensation Plans**

The HRBC shall develop a Classification Plan and a salary Compensation Plan to promote the recruitment of qualified applicants and to reward and retain employees based on a satisfactory job performance and evaluation. The Compensation Plan may take into consideration the relative responsibilities of positions as set forth in the job descriptions, wage rates paid for comparable positions in comparable communities, as well as in the private sector, wage rates paid under collective bargaining agreements, economic conditions in the general labor market and the Town's fiscal condition. The plan, after approval by Town Meeting vote, shall be reviewed and revised as needed from time to time in order to maintain a fair and equitable compensation system for the Town.

### **4.2 Step Increases**

Progression through the rate ranges normally will be one step annually, unless otherwise requested by the Department Head and approved by the HRBC and Appointing Authority. Step increases may be given only on the basis of satisfactory work performance as certified annually by the Appointing Authority.

### **4.3 Promotions and Transfers**

When an employee is promoted to a higher-rated job, the employee shall enter the position at the minimum rate of the job range or at the employee's present rate, whichever is higher. The employee may also receive a step increase at that time if the Department Head feels that the employee's qualifications and performance warrant it and with Human Resources Board and Appointing Authority approvals.

If an employee is transferred and reclassified to a lower-rated job, the employee shall enter the position at the employee's present rate or at the maximum rate of the position, whichever is lower.

When rate ranges are affected by a wage increase voted by the Town, either by a fixed percentage or a fixed amount, an employee covered by the Compensation Plan and in the classifications specified, except those holding personal rates, shall benefit. An employee holding a personal rate shall not receive an increase until the maximum rate from the Classification Plan exceeds the personal rate.

No pay shall be reduced as a result of a rate range revision of the plan. If an employee receives a pay rate above the maximum rate for the job, this rate becomes a personal rate and applies only to the present employee.

Any earned, unused compensatory time shall follow the employee to his or her new position and shall be paid at the new pay rate when the time is used.

#### 4.4 Temporary Employee Compensation

A Temporary Employee shall be paid at the entry level step 1 of a position's grade as outlined in the Compensation Plan or at a higher step as recommended by the HRBC and approved by the Board of Selectmen.

#### 4.5 Overtime

Year-round non-exempt employees, or other employees as required by the Fair Labor Standards Act, as amended from time to time, will be paid one and one-half (1 1/2) times their regular hourly rate for all hours worked in excess of 40 hours per week within the Department where the employee is regularly employed. Overtime work must be approved by the employee's Department Head before working the extra hours.

Where overtime is performed for a Department other than the employee's regular Department, the overtime rate will be one and one-half (1 1/2) times the appropriate rate schedule for the work performed. Overtime paid to an employee working for a Department other than the employee's regular Department shall only be approved with a prior written recommendation from the Department Head for whom the work is to be performed. Leave or holiday hours utilized during a work week will not be credited as "hours worked" for purposes of calculating overtime.

#### 4.6 Compensatory Time

There are occasions where the Town may grant Compensatory Time (Comp. Time) to non-exempt employees as set forth in the HRPM.

#### 4.7 Police Department On-Call Compensation

Members of the Police Department shall receive on-call compensation, the amount to be determined annually by the Board of Selectmen.

### **Section 5.0 EMPLOYEE DEVELOPMENT AND TRAINING**

To improve the quality of services provided by the Town and to help employees develop skills needed for their position, the Department Head and/or Appointing Authority shall identify effective sources of training and provide resources, where practicable, to allow designated employees to pursue training opportunities provided they are in the Town's interest.

## **Section 6.0 AUTHORIZED LEAVES**

### **6.1 Vacation**

6.1.1 Year-round, Benefits-eligible employees working twenty (20) or more hours per week shall be entitled to vacation leave with pay pro-rated based on their regularly scheduled hours of work per five-day work week.

6.1.2 Vacation leave shall be granted annually to Year-round, benefits-eligible employees in accordance with the following schedule:

Employees who have completed at least six (6) months, but less than one year, of continuous service: regular, budgeted paid leave. Leave shall be credited upon completion of six (6) months of employment.

Employees who have completed at least one (1) year, but fewer than five (5) years, of continuous service: 10 days/2 weeks paid leave. Leave shall be earned at the rate of 0.83 days per month.

Employees who have completed at least five (5) years, but fewer than ten (10) years, of continuous service: fifteen (15) days/three weeks paid leave. Leave shall be earned at the rate of 1.25 days per month.

Employees who have completed at least ten (10) years or more of continuous service: 20 days/4 weeks paid leave. Leave shall be earned at the rate of 1.66 days per month. At the discretion of the Board of Selectmen, a greater accrual rate may be granted based on exceptional qualifications.

6.1.3 Requests for vacation leave must be approved by the Supervisor, Department Head or Appointing Authority. Vacation leave shall be taken by the end of the fiscal year following the fiscal year in which it was earned. Vacation time not so utilized shall expire unless extended for a specified period of time by the Appointing Authority.

6.1.4 Employees who terminate their employment or retire will be eligible for payment for unused vacation time as allowed in Section 6.1.3. In the event of the death of an employee, the payment will be made to the employee's estate.

### **6.2 Sick Leave**

6.2.1 Year-round, Benefits-eligible employees shall accrue sick leave at the rate of twelve (12) days per year. Leave shall be earned at the rate of one (1) day per month. Unused sick leave may accumulate from year to year to a maximum accumulation of sixty (60) days. A day of earned sick leave shall be equal to an employee's current average daily number of hours worked in a work week.

6.2.2 Sick leave may be granted for a medical appointment, an employee's illness or injury. For the care required for the employee's immediate family, sick leave may be used by an employee when time off is allowed as provided in Section 7.0 of this Bylaw.

6.2.3 If an employee who chooses to resign or retire has accumulated sick leave; has worked for the Town for at least five (5) years; and is in good standing, he or she shall be compensated for up to 60 days of accrued sick leave at the following rates:

5 - 10 years of continuous employment	25%.
More than 10 years of continuous employment	50%.

### 6.3 Injury Leave

In addition to the rights an employee has under the General Laws, as amended from time to time, an employee who is incapacitated from working due to injuries arising outside of work, and not in the course of employment for the Town, may apply sick leave to supplement disability benefits received because of such injuries. In no event shall an employee be allowed to apply sick leave which would result in his/her receiving more than his/her regular full salary.

### 6.4 Bereavement Leave

Bereavement Leave with pay may be granted by the Department Head to any employee to enable him/her to take care of matters caused by the death of a person with whom the employee maintained an immediate family relationship.

Bereavement Leave shall be limited to no more than five (5) sequential work days. Compensation for a Benefits-eligible Employee shall be based on the employee's regular compensation for scheduled hours for which he/she is absent.

### 6.5 Military Leave

The regulations as outlined in the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended from time to time, shall apply to Military Leave.

#### 6.5.1 Leave for Military Training

In order to receive military training, a Year-round Employee who is a member of the ready reserve of the armed forces shall be granted leave not exceeding seventeen (17) days per calendar year (Reserve Duty). An employee on Reserve Duty is eligible to receive the difference between his/her regular wages or salary and military pay for no more than ten (10) working days per calendar year.

An employee shall provide notice of the date of departure and date of return on the next working day after receipt of notification, along with a copy of written military orders, and

shall provide confirmation of the completion of such training upon his or her return to work.

Absence from work for Reserve Duty as provided in this section shall not affect the employee's right to receive normal vacation leave, sick leave, family medical benefits or other employment benefits to which the employee is otherwise entitled.

Absence from work for military training as provided in this section shall not affect the employee's right to receive normal vacation leave, sick leave or other employment benefits.

#### 6.5.2 Leave for Active Military Duty

The regulations outlined in the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, shall apply to an employee who is absent from work for active military duty. In addition to the benefits set forth in such regulations, while the employee is on active duty, the medical benefits to which the employee otherwise would have been entitled shall not be diminished on account of said service.

#### 6.6 Parental Leave

Any leave taken under this section shall be deemed leave taken under the provisions of the Family and Medical Leave Act (FMLA).

##### 6.6.1 Maternity/ Paternity Leave

In addition to the rights an employee has under the Massachusetts General Laws or the Federal Family and Medical Leave Act, as amended from time to time, a Year-round, benefits-eligible employee shall be entitled to maternity/paternity leave for a period not exceeding eight (8) weeks for the birth of a child or for adopting a child under the age of 18, or under 23 if the child is mentally or physically handicapped. Leave under this section shall be unpaid, unless the employee is eligible to apply for other leave, such as sick or vacation leave to which he or she is entitled, pursuant to the applicable provisions of this Bylaw. If feasible, at least two weeks advance notice shall be given prior to the commencement of Maternity/Paternity Leave.

##### 6.6.2 Same-Sex Marriage

The Town shall be guided by applicable Massachusetts law in determining parental leave to be granted to an employee who is a spouse in a same-sex marriage.

#### 6.7 Jury Duty Leave

An employee shall be granted leave when called for jury duty and shall be paid his or her regular wages for the first three (3) days, or part thereof, of jury service. An employee shall continue to be paid his or her regular wage if he or she continues serving on jury

duty after the first three days. The employee must provide proof of such service to the Department Head prior to receiving any compensation pursuant to this Section. Upon completion of jury duty service and after the employee receives all jury duty compensation from the court, a copy of all jury duty compensation payments shall be given to the Town Accountant. The total amount paid by the court for serving on jury duty will be deducted from the employee's next pay check. An employee is required to report for work while on jury service if released before the end of the regular work day and if the time of release will allow for at least two hours of work. When an employee is called for jury duty, the employee must notify his or her direct Supervisor the next working day.

## 6.8 Leave of Absence

### 6.8.1 Religious Observance

A Department Head may grant a leave of absence to an employee whose sincerely held religious beliefs mandate such observance, where practicable, for the observance of religious obligations and holidays to an employee that qualifies for such religious accommodation under applicable law. An employee must provide a reasonable amount of advance notice, which shall normally be ten (10) days, to the Supervisor or Board of Selectmen. An employee may take such leave as unpaid leave, charge the time to vacation, or with the approval of the Department Head or Board of Selectmen, schedule additional hours of work to compensate for the time lost.

### 6.8.2 Unpaid Leave of Absence

Upon the recommendation of the Department Head, the Board of Selectmen may grant an unpaid leave of absence at the request of an employee. An unpaid leave of absence may be granted to allow an employee to pursue educational opportunities, to deal with personal matters, or for such other reason as the Board of Selectmen deems reasonable and appropriate. In determining whether an unpaid leave of absence should be granted, the Board of Selectmen may consider the employee's performance, the impact of the employee's absence on the work in the Department, and/or other factors that the Board of Selectmen deems relevant.

An unpaid leave of absence may be for a period of time not to exceed one (1) year. An employee must give notice of his or her intention to return or not return to work at least one month before the authorized period for unpaid leave expires. The Board of Selectmen may at their discretion grant an extension beyond one year upon receipt of a written request from the employee at least one month in advance of the one-year expiration date.

No seniority will accrue during a leave of absence, and the employee will not be eligible for benefits during the leave period. An employee who fails to return to work upon the expiration of the approved unpaid leave will be deemed to have voluntarily terminated his or her employment. When the employee returns from a leave of absence, the

employee is eligible for, but not guaranteed, reinstatement to the same or equivalent position, if such a position exists at the time of the employee's return.

#### 6.9 Personal Leave

Year-round, Benefits-eligible employees will be granted two (2) days of leave with pay each fiscal year for the purpose of attending to personal business which unavoidably conflicts with the employee's work schedule. Whenever possible, an employee must provide a reasonable amount of advance notice, which shall normally be ten (10) days, to the Department Head or Supervisor, with a copy of such notification to the Executive Secretary.

### **Section 7.0 FAMILY AND MEDICAL LEAVE**

#### 7.1 Family and Medical Leave Act (FMLA)

Year-round, Benefits-eligible Employees that actually worked at least 1,250 hours during the prior year are entitled to medical leave benefits in accordance with the provisions of the Family Medical Leave Act.

#### 7.2 Family Necessity Leave

In accordance with General Laws, as amended from time to time, a Benefits-eligible Employee is entitled to a total of twenty-four (24) hours of Family Necessity Leave during a fiscal year, twelve (12) month period. For purposes of this Bylaw Family is defined as "Immediate Family".

In addition to other leave under this section, Family Necessity includes participation in school activities directly related to the educational advancement of the employee's child, accompanying the employee's child to routine medical or dental appointments, and accompanying an elderly relative to routine medical or dental appointments or other professional services related to the elder's care. Leave under this provision is in addition to the twelve (12) week FMLA leave provision, and may be taken on an intermittent or reduced leave schedule. Family Necessity Leave will be unpaid but the employee may apply any available paid leave to this period, pursuant to the applicable provisions of this Bylaw.

### **Section 8.0 CIVIC LEAVE**

Any employee of the Town who serves as a volunteer emergency medical technician or firefighter may serve as an emergency responder during the employee's regular working hours. Leave under this section is unpaid unless approved by the Department Head or Supervisor.

## **Section 9.0 HOLIDAYS**

The following holidays shall be observed on the days on which they are designated by the Commonwealth of Massachusetts and as referenced in the HRPM. A Year-round Employee who does not have an established Monday-Friday work schedule or whose regular work schedule does not include the day upon which a Holiday falls or upon which it is observed, shall be granted a paid day off on a day that is approved by his or her Supervisor. This paid day off shall be taken within the fiscal year of the observed paid Holiday. Employees shall be entitled to half days before New Year's Day, Thanksgiving Day and Christmas Day in addition to the holiday provided these half days fall on working days and the employee is not necessary to maintain essential Town services.

- New Year's Day
- Martin Luther King, Jr. Birthday
- Presidents' Day
- Patriots' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

Under the provisions of M.G.L. Chapter 4, Section 7, Clause Eighteen, legal holidays that fall on a Saturday shall be observed on that day. Employees assigned to work shall be given an additional day off as the law and applicable collective bargaining agreements allow. Whenever possible, the following Monday shall be used as the alternative day off. A legal holiday shall be observed on the day following when said holiday should occur on Sunday.

A Year-round, Non-Exempt Employee who is required by his or her Supervisor to work on a holiday will be compensated for the hours worked at a rate of pay equal to one and one-half (1 1/2) times his/her regular hourly rate, in addition to his or her regular pay for the day.

## **Section 10.0 TRAVEL REIMBURSEMENT**

For approved travel, an employee and/or elected official shall be reimbursed for mileage, meals and lodging expenses incurred while engaged in Town business in accordance with the procedures set forth in the HRPM.

## **Section 11.0 ANNUAL PERFORMANCE EVALUATIONS**

11.1 Performance evaluations of all non-elected Year-round Employees shall be conducted annually on or about the employee's anniversary date. The employee's

Supervisor, Department Head and/or Chair(s) of any Town Boards, Committees or Commissions served by the employee shall prepare a performance evaluation based on the employee's job description, the goals and objectives that were agreed to at the start of the evaluation period, and a summary of the job performance of the employee since the last evaluation. Supervisors of Seasonal Employees are encouraged to prepare performance evaluations for their employees, but are not required to do so.

11.2. The Executive Secretary shall facilitate the annual evaluations of all non-elected, Year-round Employees by their respective Supervisors, Department Heads and Chairs of Town Boards, Committees and Commissions. The Executive Secretary also shall prepare performance evaluations for all non-elected Year-round Employees who are under the Executive Secretary's direct staff oversight or under collaborative oversight of the Board of Selectmen and Departments, Boards, Committees or Commissions as indicated in the Town's Services Operation and Organization Employee & Administrative Supervision chart (Appendix Exhibit II).

11.3 Failure of a non-elected Supervisor to complete an employee's evaluation shall be included in the review of this Supervisor. This Supervisor shall not receive any pay increase or longevity credit until such time as the evaluation is completed.

11.4 The Board of Selectmen, upon the annual nomination of its Chair, shall designate one of its members to oversee the performance evaluation process and to ensure that it is completed in full within each fiscal year.

11.5 Within each fiscal year, copies of all performance evaluations shall be submitted to the Chair of the HRBC for review.

## **Section 12.0 DISCIPLINARY ACTION**

12.1 In a circumstance where a Supervisor or Department Head believes a Disciplinary Action will lead to an employee being placed on disciplinary probation or termination, the following steps must be taken before initiating any Disciplinary Action:

- The Supervisor or Department Head discusses the situation with the Chairman of the HRBC.
- The Chairman of the HRBC and the Supervisor or Department Head shall agree upon the proper method for gathering the facts of the issues for review.
- If after reviewing the facts with the Chairman of the HRBC it is determined formal disciplinary actions must be taken, the disciplinary plan shall be reviewed with the Chairman of the HRBC, a member of the Board of Selectmen and Town Counsel before Disciplinary Action is initiated.

12.2 Disciplinary actions, including but not limited to, an oral or written warning, suspension without pay, demotion, and/or termination shall not be imposed upon an employee arbitrarily or capriciously. It is expected that the Department Head shall

identify problems with an employee's conduct and discuss remedial actions with the employee well before the time when formal disciplinary action is initiated. An employee receiving a Disciplinary Action has the right to discuss the Disciplinary Action in an executive session or as a public discussion in accordance with open meeting laws.

12.3 The degree of discipline imposed shall be commensurate in the judgment of the Appointing Authority with the severity of the offense and prior work and disciplinary history of the employee.

#### 12.4 Employee Use of Outside Counsel

An employee facing disciplinary action that may involve probation, suspension, demotion or discharge may bring in outside counsel, at his/her own expense, to assist him or her at any stage of the process. However, the employee must give prior notice to the Executive Secretary or Appointing Authority in writing, with a copy to the Chair of the HRBC, that he/she is taking such action.

### **Section 13.0 GRIEVANCE PROCEDURE**

Any Year-round Employee who believes that he or she has not received equitable treatment concerning some condition of employment, including a hostile workplace environment or administration of this Bylaw, may seek review of his or her complaint in accordance with the procedures as set forth in the HRPM.

### **Section 14.0 LONGEVITY**

14.1 Year-round, Benefits-eligible Town employees are to receive longevity increments as follows:

- a. Upon completion of ten (10) years of continuous employment to the Town, an employee shall be paid a bonus payment of One Percent (1 %) of his/her current annual base salary.
- b. Upon completion of fifteen (15) years of continuous employment to the Town, an employee shall be paid a bonus payment of Two Percent (2%) of his/her current annual base salary.
- c. Upon completion of twenty (20) years of continuous employment to the Town, an employee shall be paid a bonus payment of Three Percent (3%) of his/her current annual base salary.
- d. Upon completion of twenty-five (25) years of continuous employment to the Town, an employee shall be paid a bonus payment of Four Percent (4%) of his/her current annual base salary.

14.2 Upon approval of the Department Head or Appointing Authority, longevity payments shall be paid to an employee on his or her anniversary date with approval of the HRBC.

14.3 Continuous employment shall mean employment uninterrupted except by authorized leave. Unpaid leave periods shall not be included in the calculation of years of employment.

#### **Section 15.0 GROUP HEALTH AND LIFE INSURANCE**

A benefits-eligible, Year-round Employee is eligible for group insurance including health and life insurance and other insurance approved by the Town Meeting in accordance with the provisions of the General Laws, as amended from time to time.

#### **Section 16.0 RETIREMENT**

The retired employee is eligible for group health and life insurance approved by the Town Meeting in accordance with the provisions of the General Laws, as amended from time to time. Medicare eligible retirees shall enroll in Medicare Parts A & B at 65 years of age. Thereafter the retiree will be eligible for a Medicare supplement plan through the Town. Retirees not eligible for Medicare will be allowed to continue their existing health plan through the Town.

#### **Section 17.0 ENACTMENT**

This Bylaw is effective upon approval at Town Meeting and subsequent approval by the Massachusetts Attorney General. All prior Personnel Bylaws are invalid upon Town Meeting and Attorney General approval of this Bylaw.