

**Cape Light Compact JPE
Executive Committee &
Governing Board Meeting**

DATE: Wednesday, April 13, 2022
TIME: 2:00 – 4:30 p.m.

Note: The meeting will be held through remote participation pursuant to Massachusetts Governor Charles D. Baker’s Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020. Members of the Public can join in by audio and follow along with Meeting Materials, see the information below. All public comments should be submitted to Maggie Downey, Compact Administrator, at mdowney@capelightcompact.org by 2:00 PM on Tuesday, April 12, 2022 and should follow the public comment protocol below. Public comments received after the April 12th deadline will be distributed prior to the Compact’s next Board meeting.

Telephone dial-in: +1 (646) 558-8656

Meeting ID: 865-0960-3295

[Further instructions are attached to this agenda.](#)

AGENDA

1. Public Comment – Written Only
2. Presentation on Revisions to Cape Light Compact JPE Policies and Procedures Manual, Regina Ryan, Labor Counsel. Discussion on Proposed Revisions to the Policies and Procedures Manual
3. Approval of March 9, 2022, Open Session Minutes
4. Chairman’s Report, Martin Culik
 - A. Discuss Changing Public Comment Protocol
 - B. Board Meeting Packet Posting on Website
 - C. Approval of January 27, 2022, Executive Committee Minutes
5. Energy Efficiency
 - A. 2022-2024 Energy Efficiency Plan Compliance Filing Presentation, Phil Moffitt
6. Administrator’s Report, Maggie Downey
 - A. Release of RFP for Municipal Outdoor Lighting Operations & Maintenance as a Service to Towns and Fire Districts
 - B. Discussion and potential vote to appoint Compact Business Officer
7. Board Member Update (Reserved for Updates on Member Activities the Chair Did Not Reasonably Anticipate Would be Discussed – No Voting)
8. **Open Session Vote on Entry into Executive Session:** Open Session Vote on Entry into Executive Session: (1) pursuant to M.G.L. c. 30A §21(a)(3) to consider strategy and potential vote regarding pending litigation related to the Eversource Rate Case, D.P.U. 22-22; and (2) pursuant to M.G.L. c. 30A §§21(a)(3) and (10) to review and approve the March 9, 2022 executive session minutes regarding the review and approval of September 9, 2020 and February 9, 2022 executive session minutes concerning pending or imminent regulatory litigation related to Massachusetts Department of Public Utilities (DPU) 20-40, Cape & Vineyard Electrification Offering (CVEO), the 2022-2024 Energy Efficiency Plan, D.P.U. 21-126, the Eversource Rate Case, DPU 22-22, and trade secrets and confidential, competitively-sensitive or other proprietary power supply information related to Low Income Community Shared Solar Project.

Participation in the Executive Session is limited to CLC Board Members, CLC Staff and Invited Guests

**Chairman's Public Comment Protocols
for the April 13, 2022, Compact Governing Board Meeting**

The Chair, pursuant to his authority under G.L. c. 30A, § 20, and consistent with Chapter 20 of the Acts of 2021, § 20, announces the following protocols to assist the public in effective participation in the April 13, 2022 Compact Board meeting, where all Board Members, staff and members of the Public shall be participating remotely:

1. All public comments shall be submitted in writing to the Compact Administrator, Maggie Downey, at mdowney@capelightcompact.org by 2:00 PM on Tuesday, April 12, 2022. Written comments must include a person's name and, if appropriate, the name of the organization the person is representing. Public comments received after the April 12th deadline will be distributed prior to the Compact's next Board meeting.
2. Public comment must be respectful, courteous, and presented in a dignified manner. All remarks must also be free of personal attacks.
3. All public comments consistent with these protocols shall be included in the Compact's Board meeting packet.
4. Board members and staff cannot respond to public comments for topics not on the current agenda during the Board meeting. The Cape Light Compact Board may respond to comments either by putting them on the agenda of a subsequent meeting or by requesting the administrator or staff to respond to the comment.
5. Copies of the Board meeting packet shall be made available to members of the public on Wednesday, April 12, 2022, at the Cape Light Compact JPE's website at www.capelightcompact.org. Documents exempt from disclosure pursuant to the Public Records Law or protected by the attorney-client privilege shall not be included.

**Cape Light Compact JPE
Governing Board
Meeting Minutes
Wednesday, March 9, 2022**

Pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, the Cape Light Compact JPE Board of Directors met on Wednesday, March 9, 2022, at 2 p.m. The meeting was held through a Zoom videoconference for members of the Board with audio call-in available for members of the public.

Participating Remotely Were:

1. David Anthony, Secretary/Executive Committee, Barnstable
2. Peter Doyle, Barnstable Alternate
3. Robert Schofield, Executive Committee, Bourne
4. Colin Odell, Executive Committee, Brewster
5. Peter Cocolis, Chatham
6. Timothy Carroll, Executive Committee, Chilmark
7. Brad Crowell, Dennis
8. Fred Fenlon, Eastham
9. Alan Strahler, Edgartown
10. Valerie Bell, Harwich
11. Wayne Taylor, Mashpee
12. Dion Alley, Executive Committee, Oak Bluffs
13. Martin Culik, Chair/Executive Committee, Orleans
14. Nathaniel Mayo, Provincetown
15. Leanne Drake, Sandwich
16. Bob Higgins-Steele, Truro Alternate
17. Richard Elkin, Executive Committee, Wellfleet
18. Erik Peckar, West Tisbury
19. Joyce Flynn, Vice Chair/Executive Committee, Yarmouth
20. Mike Duffy, Yarmouth Alternate

Absent Were:

1. Forest Filler, Aquinnah
2. Matthew Patrick, Falmouth
3. Kirk Metell, Tisbury
4. Jarrod Cabral, Truro

Legal Counsel Participating Remotely:

Jeffrey Bernstein, Esq., BCK Law, P.C.
Audrey Eidelman Kiernan, Esq., BCK Law, P.C.
Erin O'Toole, Esq., BCK Law, P.C.
Rebecca Zachas, Esq., BCK Law, P.C.

Staff Participating Remotely:

Dan Schell, Senior Analyst
Lindsay Henderson, Commercial & Industrial Senior Analyst

Maggie Downey, Administrator
Margaret Song, Commercial & Industrial Program Manager
Melissa Allard, Senior Administrative Coordinator
Meredith Miller, Residential Senior Analyst
Phil Moffitt, Planning & Evaluation Manager

Public Participants:

None.

Martin Culik called the meeting to order at 2:00 PM.

PUBLIC COMMENT:

There were no members of the public present, and no public comments were submitted to the Board in writing under the public comment guidelines.

APPROVAL OF MINUTES:

The Board considered the February 9, 2022, Open Session Meeting Minutes.

David Anthony stated that on page 4 in the middle paragraph that starts with “Maggie Downey reviewed...”, in the last sentence it should say “12 Cape and Vineyard towns”. He stated on page 6, RCS should be spelled out the first time it is used to say, “Residential Conservation Services (RCS)” and CVEO as well to say, “Cape and Vineyard Electrification Offering (CVEO)”. Lastly, on page 7 in the middle paragraph that starts out “Bob Higgins-Steele asked...”, in the second line it should say “35% participation rate using the weighted average.”

Robert Schofield moved the Board to accept the minutes as amended and to release them as amended, seconded by Joyce Flynn.

David	Anthony	Barnstable	Yes
Robert	Schofield	Bourne	Yes
Colin	Odell	Brewster	Yes
Peter	Cocolis	Chatham	Yes
Tim	Carroll	Chilmark	Yes
Brad	Crowell	Dennis	Yes
Fred	Fenlon	Eastham	Yes
Alan	Strahler	Edgartown	Yes
Valerie	Bell	Harwich	Yes
Dion	Alley	Oak Bluffs	Yes
Martin	Culik	Orleans	Yes
Nate	Mayo	Provincetown	Yes
Leanne	Drake	Sandwich	Yes
Bob	Higgins-Steele	Truro	Yes
Richard	Elkin	Wellfleet	Yes
Erik	Peckar	West Tisbury	Yes
Joyce	Flynn	Yarmouth	Yes

Motion carried in the affirmative (17-0-0)

CHAIRMAN'S REPORT:

1. Report on Update to Selectmen/Council on Previous Main Streets Initiative

Martin Culik stated at the January Board Meeting Lindsay Henderson shared the results from each Main Street event. He reminded the Board Members that they should share those results with their town's Select Boards and/or Town Counsel if they have not done so already.

Wayne Taylor joined meeting at 2:13PM.

2. Cape & Vineyard Legislative Delegation Meeting

Martin Culik stated that some Board Members met with Senators Cyr and Moran, as well as Representatives Peake, Fernandez, and Diggs. He stated that as a result of the meeting there are three initiatives that will be worked on with staff/leadership from various delegation members. Firstly, Representative Fernandez offered to provide leadership to help the Compact draft a letter from the Delegation to the Department of Public Utilities (DPU) in support of the Cape and Vineyard Electrification Offering (CVEO). Senator Cyr and Representative Peake will take the lead to look at a legislative fix for the Compact and CVEO activities. Also, Senator Moran has offered to provide leadership to review the Green Communities Act (GCA) legislation regarding the intent of that legislation to allow CVEO like activities in order to provide testimony the Supreme Justice Court (SJC) case on the Compact's behalf. Martin stated it was a productive meeting and that there were three good outcomes.

David Anthony stated that one of the approaches talked about was that with a new Governor coming in and therefore, new DPU members, that the Compact should wait and see what happens. He stated he appreciated that there was uncertainty with this strategy and agreed that the Compact should not put all its hope into things changing once a new Governor is elected.

ENERGY EFFICIENCY:

1. Presentation on the 2022 Energy Efficiency Customer Rebate Levels and Supply Chain Delays and Impact on Programs

Maggie Downey stated that there are a lot of program changes in the 2022-2024 Energy Efficiency Plan. She stated that she wanted to take this opportunity to give a high-level update on rebates and programs.

Dan Schell began the review of the 2022 Program Updates PowerPoint. He stated that all program administrators (PAs), including the Compact, will continue to offer customers incentives for fossil fuel systems that are cost-effective. This includes condensing to condensing heating system upgrades. He stated that the DPU did approve removing incentives for installing oil boilers statewide as they are no longer cost-effective. He stated that there are changes to heat pump incentives. The Compact is required to take a tiered approach with higher incentives for pairing of weatherization and heat pumps. He stated following the DPU order there was a motion for clarification submitted on whether the Program Administrators (PAs) could offer natural gas conversions to heat pumps. The DPU responded that the gas PAs can offer incentives for gas conversions to heat pumps. This would be National Grid for the Compact's service territory.

Dan Schell reviewed the residential heat pump offer open to any customer currently heating their home with natural gas, oil, propane, or electric resistance. There are two options for heating and cooling with heat pumps: (1) a customer can do a partial home installation where heat pumps must be used to supplement the pre-existing heating system during heating season and integrated controls must be installed. The rebate amount for this option is \$1,500 per ton; and (2) a customer removes the existing fossil fuel heating system and installs a heat pump as the sole source of heating and cooling. The rebate is up to \$10,000 and the home must be weatherized. He stated that customers can retroactively add integrated controls to an existing heat pump and fossil fuel heating system and receive a \$500 per zone rebate, up to \$1500.

Dan Schell stated that there is now a heat pump installer network. This has replaced the measureQuick list. Contractors receive leads through their listing on the Mass Save website, marketing materials and brochures, no-cost virtual trainings and exclusive access to some offers like measureQuick incentives and heat pump financing through the Heat Loan. He stated there is also a heating comparison calculator now live on the Mass Save website. It shows the customer the savings they could get by switching to different heating systems and equipment types.

Dan Schell reviewed the new requirements and enhanced rebate amounts for the oil and propane systems. Customers replacing existing Condensing Oil Furnaces are not eligible for higher incentive levels. Customers replacing existing Condensing Propane Furnaces or Boilers are not eligible for higher incentive levels. If customers are pursuing enhanced rebates, pre-verification is required prior to installation. He also reviewed the rebates for propane and oil water heaters. There are no major changes.

Dan Schell stated that for moderate income residents, the Compact will cover up to 80% of the heat pump installation costs. There are also enhanced incentives towards oil and propane heating systems. In order to receive any of these enhanced incentives the customer must complete weatherization which is covered at 100%. He stated there are a few changes to the Heat Loan. Customers can now receive up to an additional \$25,000 for heat pumps if they have already maxed out the Heat Loan. They can also now finance up to \$5,000 in electric panel upgrades when using the Heat Loan for heat pumps. Anyone choosing to finance their heat pumps must use a contractor from the Heat Pump Installer Network Contractor list.

Dan Schell stated there are not any major changes to the thermostats and products rebates. He stated that some new offers that are coming are for battery-powered lawn equipment. Also, rebates for replacing single pane windows with triple pane, ENERGY STAR Certified windows. Pre-verification of existing windows is required through a home energy assessment.

Dan Schell stated that the ConnectedSolutions program, the Compact demand response program, is encouraging people to take action to help reduce peak demand. He stated that there were no changes for thermostats that participate in the ConnectedSolutions program. As for residential batteries there was a slight change; the winter program is now gone. He stated because of that the Compact rolled the \$50 per kw incentive into what is now the \$275 per kw incentive. He stated that there is still 0% interest financing for the batteries through the Heat Loan. He stated that subject to DPU approval electric vehicle (EV) chargers will be added to the ConnectedSolutions program to help get customers to not charge during peak demand events.

Richard Elkin asked about weatherization required before installation of heat pumps. He stated that it might present a problem because the installation may be something that needs to be done as soon as possible and the customer may not be able to wait to get the weatherization completed first. Dan Schell stated he is correct. He stated that the parameters are that the weatherization must be completed within 6 months of the heat pump installation to receive the new whole house displacement rebate of up to \$10,000. He stated that the Compact

will pay out the \$1,250 per ton until it has documentation that the weatherization is completed. Mike Duffy stated regarding the weatherization requirement, if a customer had a home energy assessment last year are they required to get another one. Dan Schell answered no. The parameters are still in the works but if a customer has had an assessment in 2019 or sooner and had the weatherization completed, it could get the rebate. The customer would have to submit the rebate along with the certificate of completion received after the weatherization was installed.

Martin Culik asked if the rebates for lawn equipment is only for battery operated and not corded equipment. Dan Schell stated that for the time being it is just battery operated. Erik Peckar asked if customers need an energy assessment to receive the rebate for lawn equipment. Dan Schell answered no, an assessment is not required. Erik Peckar asked if there are rebates for commercial lawn equipment. Dan Schell stated that there will be, and Lindsay Henderson will go over that when she presents.

Meredith Miller continued reviewing the PowerPoint. She stated that there is a new all electric offer for single family (1 to 4 units) new construction buildings. She stated that this offer will have two levels. Level one is a savings of 30% or Home Energy Rating System (HERs) Score of 45 or less. Level two savings of 50% or HERs Score of 35 or less. She stated that the focus is on heat pumps and continuous envelope construction. Incentives will range between \$15,000 to \$40,000 depending on the number of units. She stated that there will be a workshop training series starting in April. There are several requirements to the all-electric offer. For level one some of those requirements are optional.

Meredith Miller stated that the DPU approved the Compact's enhanced incentives for multifamily income eligible and moderate-income new construction projects. There are enhanced incentives for high performance HVAC and Envelope measures. For income eligible customers eligible heating systems are covered at 100% and at 80% for moderate income customers. As for weatherization, it is covered at 100%. The requirements are that it needs to be deed restricted project for 25+ years, the Compact must review technical specifications/project design, must agree to work with the Compact's evaluation, contractor must be certified for multi-family, and must ensure that incentive and other grant funds do not exceed 100% of the project costs.

David Anthony asked if these incentives cover the cost differences, so that if someone adopts this it essentially makes it a zero cost add on. He stated that in Barnstable they are trying to be creative as they can to try and incentivize affordable housing and workforce housing. He stated if this adds any cost to a building then it becomes sort of a disincentive. He also asked if Meredith would be willing to come present to the town's affordable housing trust and talk about these incentives. Meredith Miller stated that the Compact is always willing to present. She stated that the Compact has built relationships directly or through its main vendor ICF with a number of developers and affordable housing trusts. She stated that for income eligible sites these incentives are designed to cover 100% of the installation of heat pumps. She stated that is not incremental costs, which is 100% of that cost.

Alan Strahler asked to what extent is the Compact coordinating with the stretch code. Meredith stated the stretch code has not been finalized but hoping that these will support the stretch codes and vice versa. Margaret Song stated that one of the agreements the Compact had with the Department of Energy Resources (DOER) when the Green Communities Act (GCA) was enacted was that the Compact would use a User Defined Reference Home (UDRH). She stated that was basically so that there wouldn't be a disincentive to go to stretch code. She stated the Compact does not per say use stretch code as a baseline. Peter Cocolis stated that Chatham is moving ahead with building a couple large affordable and attainable housing projects. He stated that part of the issue is trying to balance the need for affordable housing with sustainability. He stated that when the town

goes out to do a project for sustainable housing, they cannot use the housing trust and must start using free cash. He stated that it would be nice to know what the towns can get from the Compact ahead of time.

Before Lindsay Henderson began reviewing the Commercial & Industrial (C&I) portion of the DPU Order Impacts part of the PowerPoint, she addressed Erik Peckar's earlier question on lawn equipment. She stated that an offer is being developed and she hopes to have more detail by the end of quarter two of 2022.

Lindsay Henderson stated that the C&I heat pump offerings have greatly expanded, and incentives have increased from previous years. Depending on what is being installed the rebate ranges from \$2,500 to \$4,500 per ton for heat pumps. These rebates are available for full or partial displacement of natural gas, oil, propane or electric resistance heating. For new construction projects or projects more than fifty tons, pre-approval is required by the Compact.

Lindsay Henderson reviewed the instant savings that are available for C&I customers through participating distributors and dealers. There are no major changes to these incentives from the previous year. She stated that coming April 1st there will be an incentive for heat pump water heaters at participating plumbing distributors.

Margaret Song stated as a reminder for the DPU enhancements for the C&I sector that all enhancements were approved but require further study before filing the next Energy Efficiency Plan. She stated that small businesses and environmental justice communities identified by the DPU will be the focus over the next three-years. She stated that in the original plan the Compact had removed co-generation units. The DPU is requiring the PAs to provide incentives for cogeneration units that satisfy four specific criteria. She stated that at this time the Compact does not have any marketable co-generation units that meet those four criteria, but that could change.

Lindsay Henderson stated that there are supply and labor concerns that are disrupting the Compact's delivery of energy efficiency services on Cape Cod and Martha's Vineyard. She noted that the small business direct install program has a 4 month wait for installations, and that approximately \$2 million in projects are waiting to be installed due to delays in the supply chain. She stated that some types of insulation have been hard to obtain. As for the supply chain, there are high material costs, container pricing increases, and distributors facing shipping delays. She stated that foodservice dealers are reporting at least 4-to-9-month lead times and lighting controls are backordered 6 months.

2. Presentation on the Takeaways from the Residential Nonparticipant Customer Profile Study

Wayne Taylor left meeting at 3:17PM.

Phil Moffitt reviewed the Takeaways from the Residential Nonparticipant Customer Profile Study PowerPoint.

Phil Moffitt stated that the Residential Nonparticipant Customer Profile Study (Study) was prepared by a consulting firm, DNV, which is one of the PAs' evaluation vendors. The Study calculates participation rates four separate ways. The DPU focused on Consumption Weighted Participation which is only one of four participation metrics in the study and did not focus comprehensively on all four metrics. Utilizing this metric as the sole measure of participation will always result in the Compact participation rate being below the statewide average because of how it is calculated and the makeup of the Compact's service territory.

Phil Moffitt reviewed the residential unweighted participation which is participation based on location. He stated that nearly 70% of our towns exceed the statewide average. He then reviewed the residential consumption

weighted participation. Only six of the Compact's towns exceeded the statewide average. He stated that the residential consumption weighted participation is computed based on the consumption of all the participants divided by the total consumption. He stated that the issue with this metric is that it is biased to PAs with service territories that have large multifamily buildings.

Phil Moffitt then reviewed the residential account participation. The Compact has the second highest account participation rate compared to all the PAs. He then reviewed the residential savings and consumption participation. He stated that this data was not provided in DNV's memo. It does not capture consumption of oil and propane customers. Also, the Compact territory has fewer larger multifamily buildings compared to the statewide average.

Phil Moffitt stated that in terms of next steps the Compact is working with DNV to prepare a memo that explains the Compact's participation rates more comprehensively, utilizing all four metrics with the goal of identifying where there is low participation so the Compact can develop a strategy for serving those customers. He noted that the Study defines the four-participation metrics and describes their strengths and weaknesses, and how they should be utilized when making comparisons to statewide average participation rates. He stated that pending review by DNV, utilizing all four metrics the following seven towns likely have participation rates below the statewide averages: Chilmark, Edgartown, Aquinnah, Oak Bluffs, Provincetown, Tisbury, and West Tisbury. He stated the Compact will address this issue in its Term Report filed with the DPU on August 1st.

Maggie Downey stated that there is work that needs to be done to increase participation in these seven towns. She stated that staff is working on how to increase participation rates in these seven towns. The Martha's Vineyard towns will need their own specific solution to increase participation and the same for Provincetown. She stated that the similarity of these towns is that they have the highest number of non-year-round residents. Dion Alley stated that we need to look at the demographics and some of the other data. He stated that it is not just second homeowners, there is a disparity that when we look at who our demographic is of those that live there year-round. He stated that we have some unique issues. These towns are constrained by how much land use they have and what is done with it. Dion Alley said we also need to look at the seasonality of the businesses.

Martin Culik asked if the data was from 2013 to 2017. Phil Moffitt stated that was correct. Martin Culik asked if the data from the last five years has changed. Phil Moffitt stated that the Compact does have data from 2018 and 2019. He stated that DNV will be incorporating that data in the analysis for us.

Erik Peckar asked about the marketing budget that is spent on Martha's Vineyard. He stated that when talking about Cape Light Compact on Martha's Vineyard many people think that it is just for the Cape. He stated that maybe we can look into more funding or radical thought, a potential name changes to include Martha's Vineyard in there. Maggie Downey stated excellent points and that the staff has and is continuing to look for additional funding. She stated the DPU Order requires the Compact to track its marketing spending in the environmental justice communities.

ADMINISTRATOR'S REPORT:

1. Introduce Isabelle Caplan, Communications Coordinator

Maggie Downey introduced the Compact's Communications Coordinator, Isabelle Caplan. She stated that she joined the Compact on February 14th. Isabelle Caplan stated that she has a background in non-profit marketing and video production. She stated that her passion is in environmental sustainability and that she is excited to be here and be able to do this work.

2. Review and Release of Executive Session Minutes

Maggie Downey stated that she, David Anthony, and Counsel reviewed executive session minutes that had been redacted and will be releasing several meeting minutes that no longer have a rationale for withholding and redacting anymore. Some minutes will still be withheld from the public because the purpose for the confidentiality has not expired.

3. Update on CLCJPE Policies and Procedures Manual

Maggie Downey stated that she is updating the Cape Light Compact JPE Policies and Procedure Manual. She has been working with labor counsel, Regina Ryan on the document. She stated that Regina will be presenting at the April Board Meeting.

OPEN SESSION VOTE ON ENTRY INTO EXECUTIVE SESSION PURSUANT TO M.G.L. c. 30A §§21(A)(3) AND (10) TO DISCUSS MATTERS BELOW, TO NOT RETURN TO OPEN SESSION:

Martin Culik at 3:47 PM moved to enter into Executive Session pursuant to M.G.L. c. 30A §21(a)(3) and (10) to review and approve executive session minutes which contain discussions regarding pending or imminent regulatory litigation related to Massachusetts Department of Public Utilities (DPU) 20-40, Cape & Vineyard Electrification Offering (CVEO), the 2022-2024 Energy Efficiency Plan, D.P.U. 21-126, the Eversource Rate Case, DPU 22-22, and trade secrets and confidential, competitively-sensitive or other proprietary power supply information related to Low Income Community Shared Solar Project, not to return to open session thereafter. Seconded by Robert Schofield.

David	Anthony	Barnstable	Yes
Robert	Schofield	Bourne	Yes
Colin	Odell	Brewster	Yes
Peter	Cocolis	Chatham	Yes
Tim	Carroll	Chilmark	Yes
Brad	Crowell	Dennis	Yes
Fred	Fenlon	Eastham	Yes
Alan	Strahler	Edgartown	Yes
Valerie	Bell	Harwich	Yes
Dion	Alley	Oak Bluffs	Yes
Martin	Culik	Orleans	Yes
Nate	Mayo	Provincetown	Absent
Leanne	Drake	Sandwich	Yes
Bob	Higgins-Steele	Truro	Yes
Richard	Elkin	Wellfleet	Yes
Erik	Peckar	West Tisbury	Yes
Joyce	Flynn	Yarmouth	Yes

Motion carried in the affirmative (16-0-0)

Respectfully submitted,

Melissa Allard

LIST OF DOCUMENTS AND EXHIBITS:

- Meeting Notice/Agenda
- February 9, 2022, Draft Meeting Minutes
- 2022 Program Updates PowerPoint
- Takeaways from the Residential Nonparticipant Customer Profile Study PowerPoint

Draft Minutes subject to correction, addition and Committee/Board Approval

April
Mtg.

**Cape Light Compact JPE
Executive Committee
Meeting Minutes
Wednesday, January 27, 2022**

Pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, the Cape Light Compact JPE Executive Committee met on Thursday, January 27, 2022, at 10 a.m. The meeting was held through a Zoom videoconference for members of the Board with audio call-in available for members of the public.

Participating Remotely Were:

1. David Anthony, Secretary/Executive Committee, Barnstable
2. Robert Schofield, Executive Committee, Bourne
3. Colin Odell, Executive Committee, Brewster
4. Martin Culik, Chair/Executive Committee, Orleans
5. Richard Elkin, Executive Committee, Wellfleet
6. Erik Peckar, West Tisbury
7. Joyce Flynn, Vice Chair/Executive Committee, Yarmouth

Other Members:

1. Dion Alley, Oak Bluffs Board Member

Legal Counsel Participating Remotely:

Jeffrey Bernstein, Esq., BCK Law, P.C.
Audrey Eidelman Kiernan, Esq., BCK Law, P.C.
Erin O'Toole, Esq., BCK Law, P.C.
Rebecca Zachas, Esq., BCK Law, P.C.

Staff Participating Remotely:

Maggie Downey, Administrator
Melissa Allard, Senior Administrative Coordinator

UPDATE AND DISCUSSION ON COMPACT GENERAL COUNSEL TRANSITION

Maggie Downey stated that Jeff Bernstein let the Compact know some time ago that he was stepping back as the lead on many initiatives that counsel performs for the Compact. After the holidays Jeff Bernstein informed Maggie Downey that he was cutting back his practice to essentially a solo firm with a part-time limited practice. Maggie Downey stated that over the past few years, Compact staff have worked primarily with Audrey Eidelman (Kiernan), Erin O'Toole and Rebecca Zachas on most regulatory proceedings as well as day-to-day legal matters. She stated that Audrey and Erin intend to set up a new law firm with the rest of the current BCK legal team to be known as KO Law, PC and are available to continue representing the Compact.

Maggie Downey stated that she has discussed this internally with Compact staff and it is staff's recommendation that the Board engage KO Law as the Compact's general counsel. She stated that appointment of General Counsel requires a vote of the Compact Governing Board and after informing the Chair, Martin Culik, on this issue he called for this Executive Committee meeting to discuss this issue in advance of the February Board meeting. Maggie noted that while the Compact is a public entity subject to the

Commonwealth's procurement laws there is an express provision exempting legal services from competitive procurements. The expertise, experience, skills, and knowledge of those members of the existing legal team who will be forming or joining KO Law, coupled with the exemption under Massachusetts procurement laws, make them uniquely qualified to represent the Compact. It would be challenging to find a firm that has the experience that the present team has in all Compact matters.

Jeff Bernstein stated that he greatly appreciated working with the Compact over the years. He stated that he is going to have a small practice with his wife. He stated that the new firm is the day-to-day team that the Compact has had for a while now. Audrey Kiernan stated that working for the Compact is a joy and she really likes doing it and hopes to continue to do it. Erin O'Toole agreed with Audrey's comments.

David Anthony stated that securing the continuity and the ability to select people who have the specific skill set that you need is why legal services are one of the exemptions listed in chapter 30B. He stated that it is a good thing in his opinion to exercise that exemption. Joyce Flynn stated that she can't imagine where the Compact would find people that have experience with general municipal law, state regulations, and the energy expertise. Robert Schofield stated that he hates to lose Jeff Bernstein because he has so much knowledge, but that Jeff has done a great job training. Dion Alley stated that he agrees with what has been said. He stated with his experience in the corporate world there are certain things that can't be put out for a general bid. He stated there is value earned over time. Erik Peckar stated that he also agrees with what has been said and that he thinks it would be challenging to look for legal counsel that fits the Compact's needs right now. Martin asked for a sense of the Executive Committee whether to move forward with KO Law, PC. Sense of the Executive Committee is yes.

David Anthony left meeting at 10:25 AM.

ADJOURNMENT:

Motion to adjourn made at 10:29 AM moved by Richard Elkin. Seconded by Joyce Flynn.

Robert	Schofield	Bourne	Yes
Colin	Odell	Brewster	Yes
Martin	Culik	Orleans	Yes
Richard	Elkin	Wellfleet	Yes
Erik	Peckar	West Tisbury	Yes
Joyce	Flynn	Yarmouth	Yes

Motion carried in the affirmative (6-0-0)

Respectfully submitted,

Melissa Allard



DISCRIMINATION AND HARASSMENT SOLUTIONS LLC

CAPE LIGHT COMPACT POLICIES AND PROCEDURES MANUAL

Presented by Regina M. Ryan
781-910-0820

New Policies

ANTI-HARASSMENT AND ANTI-DISCRIMINATION

REMOTE WORK POLICY

COMPUTER USE POLICY

USE OF COMPACT MOTOR VEHICLE POLICY

SOCIAL MEDIA POLICY

WORKPLACE VIOLENCE POLICY

PREGNANCY AND PREGNANCY RELATED CONDITIONS

ANTI-HARASSMENT AND ANTI-DISCRIMINATION

- Adopted the MCAD's recommended policy;
- Consolidated policies including:
 - ADA
 - CORI
- Added Maggie as the recipient of complaints
- Sign off page distributed annually

REMOTE WORK POLICY

- Provided Guidelines
- Eligibility requirements
- Case by case determination
- Right to cancel, modify or suspend
- Expectations
- Defined workspace

COMPUTER USE POLICY

- Defines unacceptable use
- Includes emails, texts and other electronic messages
- Public Records

USE OF COMPACT MOTOR VEHICLE POLICY

- Prohibited activity
- Seat belts
- Reporting accidents

SOCIAL MEDIA POLICY

- Administrator approves all sites and publications
- Designed to enhance communications with customers
- Also facilitates discussion on Compact business operations

WORKPLACE VIOLENCE POLICY

- Post COVID
- Zero Tolerance Policy
- Free of violence, threats, harassment, intimidation or other disruptive behavior

PREGNANCY AND PREGNANCY RELATED CONDITIONS

- Newest protected class
- Required to provide policy to new employees
- Administrator is contact

ADDITIONAL CHANGES

- Added marijuana
- FMLA and Parental Leave – Posters
- Compensatory Pay – Removed
- Merit Pay
- Vacation buyback
- Sick Leave buyback
 - Example – Employee earns \$434 a day x 150 days x 20% = \$13,020

CAPE LIGHT COMPACT JPE POLICIES AND PROCEDURES MANUAL

Adopted by Cape Light Compact Governing Board on ?, 2022

Table of Contents

CHAPTER 1	6
GENERAL PROVISIONS.....	6
1.1 AUTHORIZATION.....	6
1.2 PURPOSE.....	6
1.3 PRINCIPLES.....	6
1.4 EQUAL EMPLOYMENT OPPORTUNITY	7
1.5 ANTI-HARASSMENT AND ANTI-DISCRIMINATION	7
1.6 REMOTE WORK POLICY	7
1.7 COMPUTER USE POLICY.....	7
1.8 USE OF COMPACT MOTOR VEHICLE POLICY	7
1.9 SOCIAL MEDIA POLICY.....	7
1.10 WORKPLACE VIOLENCE POLICY.....	7
1.11 PREGNANCY AND PREGNANCY RELATED CONDITIONS	7
1.12 APPLICATION OF POLICIES	7
1.13 AMENDMENT OF POLICIES.....	7
CHAPTER 2	8
ADMINISTRATION OF POLICIES	8
2.1 COMPACT BOARD	8
2.2 COMPACT ADMINISTRATOR.....	8
2.3 COMPTROLLER	9
2.4 PROGRAM MANAGERS	9
2.5 EMPLOYEES	9
2.6 HUMAN RESOURCES RECORDS.....	9
2.7 RETENTION OF RECORDS	9
2.8 PUBLIC REVIEW OF RECORDS.....	9
CHAPTER 3	10
DEFINITIONS	10
CHAPTER 4	12
CLASSIFICATION SYSTEM	12
4.1 POLICY.....	12
4.2 JOB DESCRIPTIONS.....	12
4.3 GRADE LEVELS	12
4.4 CLASSIFICATION PLAN	12

4.5	ADMINISTRATION OF CLASSIFICATION PLAN	12
4.6	AUTHORIZATION OF CLASSIFICATION.....	13
CHAPTER 5		14
COMPENSATION PLAN.....		14
5.1	POLICY	14
5.2	MAINTENANCE OF COMPENSATION PLAN	14
5.3	APPROPRIATION.....	14
5.4	APPOINTMENT RATES	14
5.5	MERIT PAY	14
5.6	ANNUAL INCREASES	15
5.7	REAPPOINTMENT RATE.....	15
5.8	TRANSFER	15
5.9	PART-TIME EMPLOYEES	16
5.10	SEPARATION FROM SERVICE.....	16
5.11	DISMISSAL PROCESS.....	17
5.12	SEPARATION PAY	18
CHAPTER 6		19
EMPLOYEE BENEFITS		19
6.1	POLICY	19
6.2	HEALTH INSURANCE	19
6.3	LIFE INSURANCE.....	19
6.4	PENSION BENEFITS.....	19
6.5	OPTIONAL DEFERRED COMPENSATION	20
6.6	UNEMPLOYMENT COMPENSATION.....	20
6.7	OTHER INSURANCE COVERAGE	20
6.8	EMPLOYEE ASSISTANCE PROGRAM	20
6.9	WORKERS COMPENSATION	20
CHAPTER 7		21
HOURS OF WORK, MINIMUM AND OVERTIME COMPENSATION.....		21
7.1	WORK WEEK	21
7.2	FLEXIBLE WORK SCHEDULES	21
7.3	STRAIGHT OVERTIME.....	21
7.4	PAID OVERTIME	21
7.5	EXEMPT EMPLOYEES.....	22

7.6 EMERGENCY CLOSURE.....	22
CHAPTER 8.....	23
LEAVE.....	23
8.1 POLICY.....	23
8.2 HOLIDAY LEAVE.....	23
8.3 VACATION LEAVE.....	23
8.4 SICK LEAVE.....	25
8.5 INJURY LEAVE.....	28
8.6 BEREAVEMENT LEAVE.....	28
8.7 MILITARY LEAVE.....	29
8.8 CIVIC DUTY LEAVE.....	29
8.9 STATUTORY FAMILY, MEDICAL AND PARENTAL LEAVE.....	29
8.10 PERSONAL LEAVE.....	29
8.11 LEAVE OF ABSENCE WITHOUT PAY.....	30
8.12 SMALL NECESSITIES LEAVE ACT.....	30
8.13 DOMESTIC VIOLENCE LEAVE.....	30
CHAPTER 9.....	32
RECRUITMENT AND SELECTION OF EMPLOYEES.....	32
9.1 POLICY.....	32
9.2 RECRUITMENT PROCEDURES.....	32
9.3 TEMPORARY EMPLOYMENT.....	33
9.4 EMERGENCY EMPLOYMENT.....	33
9.5 APPLICATION FOR EMPLOYMENT.....	33
9.6 SELECTION PROCEDURES.....	33
9.7 PROBATIONARY PERIOD.....	33
9.8 REMOVAL OF A PROBATIONARY EMPLOYEE.....	34
CHAPTER 10.....	35
PERFORMANCE APPRAISAL.....	35
10.1 PURPOSE.....	35
10.2 PROCEDURES.....	35
10.3 PERFORMANCE IMPROVEMENT PLAN (PIP).....	38
CHAPTER 11.....	39
PROFESSIONAL DEVELOPMENT.....	39
11.1 POLICY.....	39

11.2	IDENTIFYING TRAINING NEEDS	39
11.3	ADMINISTRATION OF EMPLOYEE TRAINING PROGRAMS	39
11.4	TUITION REIMBURSEMENT.....	39
11.5	TUITION REIMBURSEMENT PROCEDURES.....	40
11.6	OTHER TRAINING.....	40
CHAPTER 12.....		41
CONDUCT OF EMPLOYEES		41
12.1	POLICY.....	41
12.2	ETHICS.....	41
12.3	RECEIPT OF GIFTS.....	42
12.4	BUSINESS ACTIVITIES AND SOLICITATION	42
12.5	OUTSIDE EMPLOYMENT	42
12.6	PRIVILEGED INFORMATION.....	42
12.7	USE OF PROPERTY.....	42
12.8	POLITICAL ACTIVITY	42
12.9	DRUG FREE WORKPLACE.....	43
CHAPTER 13.....		44
DISCIPLINE		44
13.1	POLICY.....	44
13.2	DISCIPLINE.....	44
13.3	PROCEDURES FOR DISCIPLINE.....	44
13.4	PRIVACY OF INFORMATION.....	45
APPENDICES		46
APPENDIX A.....		46
APPENDIX B.....		52
APPENDIX C		60
APPENDIX D		62
APPENDIX E.....		63
APPENDIX F.....		68
APPENDIX G.....		72

CHAPTER 1

GENERAL PROVISIONS

1.1 AUTHORIZATION The Cape Light Compact JPE (Compact) Policies and Procedures are adopted pursuant to Massachusetts General Laws and the Joint Powers Agreement of the Compact. These policies and any subsequent amendments are intended to be in compliance with all applicable State and Federal laws which prevail in the event of inconsistencies.

1.2 PURPOSE The purpose of these policies is to establish a system of human resources administration governing the terms and conditions of employment within the Compact or legal successors and to promote the efficiency and economy of government, the morale and well-being of Compact employees, the equitable employment opportunities for employees and candidates for employment, and to facilitate operations.

The policies and procedures have been written to provide information and guidance to all employees of the Compact, though it does not represent an exhaustive list of each of the employment practices. This manual, and its provisions, do not constitute a contract of any kind and make no guarantees or promises of employment, compensation, or benefits. It is not possible to anticipate every situation that may arise in the workplace, or to provide answers to every possible question. Policies and procedures listed in this manual may change from time to time. The Compact, at its sole discretion and from time to time, reserves the right to modify, supplement, rescind, or revise any provisions of the manual. Employees will be advised of any changes in published procedures and policies.

1.3 PRINCIPLES The policies are based on the following principles:

- (a) Recruiting, selecting, and developing employees is done on the basis of their abilities, knowledge, and skills required to fulfill the work requirements of the Compact.
- (b) Equitable compensation is provided.
- (c) Employees are trained as needed to assure high quality performance in delivering quality services to the public to fulfill the work requirements of the Compact.
- (d) Employees are retained on the basis of their performance.
- (e) Equal treatment of applicants and employees is assured in all aspects of human resource. *See the Compact's EEO policy.*

- (f) Employees are protected against coercion and are prohibited from using their official duties and responsibilities of their positions in Compact government for political purposes.

1.4 EQUAL EMPLOYMENT OPPORTUNITY The Compact is an equal opportunity employer. It is the policy of the Compact to prohibit discrimination in hiring, promotion, discharge, compensation, benefits, job training or any other terms and conditions of employment on the basis of race, color, religion, gender, gender identity, national origin or ancestry, veteran status and national guard or reserve unit obligations, handicap, disability, age, sexual orientation, criminal history, genetics, pregnancy or pregnancy related conditions or any other basis protected by applicable, federal, state or local laws. All employees, interns and volunteers shall not demonstrate any discrimination in any activity associated with the Compact. In addition, in accordance with applicable federal, state and local law protecting qualified individuals with known disabilities, the Compact will attempt to reasonably accommodate those individuals unless doing so would create an undue hardship on the Compact. Any qualified applicant or employee with a disability who requires an accommodation in order to perform the essential functions of their job should contact the Compact Administrator to request an accommodation.

1.5 ANTI-HARASSMENT AND ANTI-DISCRIMINATION [See Appendix A.](#)

1.6 REMOTE WORK POLICY [See Appendix B.](#)

1.7 COMPUTER USE POLICY [See Appendix C.](#)

1.8 USE OF COMPACT MOTOR VEHICLE POLICY [See Appendix D.](#)

1.9 SOCIAL MEDIA POLICY [See Appendix E.](#)

1.10 WORKPLACE VIOLENCE POLICY [See Appendix F.](#)

1.11 PREGNANCY AND PREGNANCY RELATED CONDITIONS [See Appendix G](#)

1.12 APPLICATION OF POLICIES The provisions of these policies and procedures apply to every Compact employee except, elected, or appointed officials, unless stated otherwise.

1.13 AMENDMENT OF POLICIES The Board of the Compact can, from time to time, issue, amend, or revoke the policies, regulations, procedures and sections of these policies and procedures.

CHAPTER 2

ADMINISTRATION OF POLICIES

2.1 COMPACT BOARD The Compact Governing Board are responsible for the following:

- (a) amending and revoking policies and procedures;
- (b) providing general direction on the administration of the policies and procedures;
- (c) appropriating all funds necessary to implement the human resources policies and procedures;
- (d) provides general direction on the employee performance appraisal system;
- (e) hiring, evaluating, and terminating the Compact Administrator.

2.2 COMPACT ADMINISTRATOR The Compact Administrator is responsible for the day-to-day administration of the policies and procedures. The Compact Administrator may delegate the day-to-day administration of the policies and procedures.

The Compact Administrator:

- (a) enforces provisions of the policies and procedures;
- (b) reports, upon request, human resources actions to the Compact Board;
- (c) manages the hiring process, supervision and direction of the work of all staff consistent with the human resources policies and procedures;
- (d) makes recommendations to the Compact Board on matters relating to human resources policies;
- (e) establishes and maintains an employee Performance Appraisal System, and upon request, shall report to the Compact on the results of the employee appraisal system;
- (f) performs any other acts necessary to carry out the purpose of the human resources system and the provisions of the human resources policies and procedures;
- (g) directs staff and consultants to implement specific human resources functions;
- (h) conducts required employee performance evaluations for all direct reports.

- 2.3 COMPTROLLER** The Comptroller maintains financial records in accordance with State statutes and Compact policies and ensures compliance with financial standards and requirements.
- 2.4 PROGRAM MANAGERS** Program Managers are expected to effectively supervise their employees, evaluate performance of their staff, notify the Compact Administrator of changes in duties of their employees in order that the classification plan will be maintained, and to recommend salary actions to be acted upon by the Compact Administrator.
- 2.5 EMPLOYEES** All employees will be provided with a copy of the Policies and Procedures Manual. It is the responsibility of all employees to acquaint themselves thoroughly with the material in these human resources policies and any subsequent revisions. Employees are also encouraged to submit suggestions for changes in human resources policies and procedures to the Compact Administrator.
- 2.6 HUMAN RESOURCES RECORDS** The Compact Administrator is responsible for maintaining the official human resources files for employees. Any employee may arrange to review his/her human resources and financial records. Information in an employee's human resources file is subject to Massachusetts General Laws, Chapter 149, Section 52C (Personnel Records Statute), and Chapter 66 (the Public Records Law), and is maintained in a manner consistent with these statutory provisions.
- 2.7 RETENTION OF RECORDS** Records are maintained on a current basis for each active employee and in accordance with Massachusetts General Laws.
- 2.8 PUBLIC REVIEW OF RECORDS** Information in an employee's human resources file is subject to Massachusetts General Laws, Chapter 149, Section 52C (Personnel Records Statute), and Chapter 66 (the Public Records Law).

CHAPTER 3

DEFINITIONS

Anniversary Date - Date used to determine eligibility for step increases and certain benefits. An employee's anniversary date is defined as the first day of the same month of the date of hire or date of reclassification in the following year, provided that the employee served a minimum of ten (10) working days in that month. If fewer than ten (10) working days were served, the anniversary date is effective on the first day of the following month and this day becomes the "anniversary date" of the employee.

Appointing Authority - The Compact Administrator is the appointing authority. The appointing authority was delegated to the Compact Administrator, as voted by the Board of the Compact on June 14, 2017.

Applicant - a person who applies for a specific employment vacancy.

Compensation - The salary or wages earned by any employee by reason of service in the position but excluding allowances for expenses authorized and incurred as incidents to employment.

Contractor - A person or business entity providing services to the Compact other than as an employee.

Department - A major functional unit of Compact.

Disciplinary Action - An oral warning, written reprimand, suspension, demotion, or dismissal taken for cause by the appropriate authority.

Employee, With Contract - An employee subject to the terms and conditions of a written agreement in addition to the provisions of these policies and procedures. Where provisions may conflict, employee will be subject to terms of written agreement.

Employee, Part-time - A person who regularly works fewer than 37.5 hours per week in a 75 hour pay period or a person who regularly works fewer than 40 hours per week in an 80 hour pay period.

Employee, Probationary - An employee who has not completed his or her probationary period.

Employee, Full-time - A person who is occupying a position and who regularly works a minimum of 37.5 hours per week.

Employee, On Call - A person employed from a maintained reserve list on an as needed basis to fill an existing regular or part-time position.

Employee, Regular - A person employed for a specific position greater than six months.

Employee, Seasonal/Casual - A person who works limited periods of time (i.e., summer counselors).

Employee, Temporary - A person employed for a specific position which is time limited not to exceed six (6) months.

Exempt Employee - An employee who is exempt from certain provisions of the Fair Labor Standards Act. Exempt employees generally fall into one of three major categories: executive, administrative, or professional.

Grievance - A misunderstanding or disagreement with respect to the interpretation or meaning of an express provision of these human resources policies and procedures.

Non-Exempt Employee - An employee covered by the provisions of the Fair Labor Standards Act. (That is, "not exempt" from certain provisions of the Act).

Probationary Period - A working test period of six (6) months following a hire date and/or transfer during which an employee is required to demonstrate, by conduct and actual performance of the duties, fitness for the position to which they are assigned. The probationary period can be extended at the discretion of the appointing authority.

Week - Unless otherwise stated, week means work week, or 5 calendar days. (Within the 7-day period from Sunday to Saturday).

CHAPTER 4

CLASSIFICATION SYSTEM

- 4.1 POLICY** The policy of the Compact is to provide a uniform system to classify all Compact positions into groups and classes doing substantially similar work or having substantially equal responsibilities; and to establish salary ranges to be paid to employees in positions so classified. Grades are allocated to positions in accordance with the approved job evaluation system.
- 4.2 JOB DESCRIPTIONS** Each position has a written description approved by the Compact Administrator. The Compact Administrator job description shall be approved by the Compact Board. The job description consists of a statement of the nature of the work, the duties and responsibilities of the position, the required minimum education requirements, knowledge, skills, training, abilities, experience, and information directly related and essential to job performance.

Job descriptions are intended to be representative of the positions in a class and provide illustrations of the type of work performed, but they do not necessarily include all duties performed. Job descriptions are not intended to be restrictive or to limit the power of the administrative authority to appoint, to assign duties to, or to direct and control the work of any employee under the jurisdiction of such authority.

- 4.3 GRADE LEVELS** A grade level is assigned to one or more positions so similar in level of duties and responsibilities that the same pay scale and minimum qualification requirements can be applied, and the positions can be treated equivalently for all human resources purposes. Grade levels are determined in accordance with the approved job evaluation system.
- 4.4 CLASSIFICATION PLAN** The classification plan is a list of positions by grade level supported by job descriptions and subject to periodic audits for equity.
- 4.5 ADMINISTRATION OF CLASSIFICATION PLAN** Each classified position is allocated a grade. The Compact Administrator is responsible for maintaining an official copy of the position classification plan. The official copy includes a schematic list of class titles and specifications.
- (a) **New position** Creation of a new job requires justification, budgetary authorization, and the development of a job description. The job will then be internally evaluated for the recommendation and assignment of a job grade and salary range for the new job. New jobs must have an approved job grade before recruitment.
- (b) **Reclassification** When a position has changed substantially in the kind and/or level of work, the Program Manager may initiate a request for reclassification by submitting a written request to the Compact Administrator accompanied by a new job description. The Compact Administrator will document any changes in the position, its duties, and/or its responsibilities. If the reclassification results in an

increase in salary for the position, the Compact Administrator shall present the reclassification and request for funds to the Compact Board.

In a reclassification, there is a recognition that duties and responsibilities, as defined within the current job description, are no longer current or accurate. A reclassification either adds to or changes the employee's duties in addition to changing the employee's title. If an employee is reclassified to a higher grade, no pay diminution will occur: the employee will be placed in the step in the higher job grade which is closest to, but not less than, the total of the employee's current annual salary plus the increment between step 1 and 2 in the job grade to which the employee is being advanced.

A reclassification changes the anniversary date of an employee. The employee's new anniversary date will be determined by the effective date of the reclassification.

- (c) **Regrade** When the duties and responsibilities of a position warrant or dictate a new salary, the Program Manager may submit a request for a regrade of an existing position to the Compact Administrator with supporting documentation. If the regrade results in an increase in salary for the position, the Compact Administrator shall present the regrade and request for funds to the Compact Board.

The actual title and duties of the position do not necessarily change. The regrade of a position is the determination that the position itself, as defined by its current duties, should be assigned to a different salary range.

A regrade does not change the employee's anniversary date.

- (d) **Promotion** Elevation of an incumbent employee from an established position within a job grade to an established position within a higher job grade. If an employee is promoted to a higher grade, no pay diminution will occur. The employee will be placed in the step in the higher job grade which is closest to, but not less than, the total of the employee's current annual salary plus the increment between step 1 and 2 in the job grade to which the employee is being advanced.

A promotion does change the employee's anniversary date.

- (e) **Other** Changes including, but not limited to, title change do not affect the anniversary date or salary.

4.6 AUTHORIZATION OF CLASSIFICATION No employee is paid under the classification plan until the Compact Administrator has authorized, and the Compact Board has appropriated, funds for the position.

CHAPTER 5

COMPENSATION PLAN

5.1 POLICY The Compact Administrator is responsible for maintaining a uniform and equitable compensation plan which consists, for each grade of positions, of minimum and maximum rates of pay and such intermediate steps as are deemed appropriate.

5.2 MAINTENANCE OF COMPENSATION PLAN The wage and salary structure will be reviewed annually by the Compact Administrator. An independent/external wage and salary audit will be conducted periodically. Where survey data and analysis of the current pay levels indicate a revision is in order, a recommended, revised plan of action will be developed and will be submitted to the Compact Board.

The recommendation to modify or retain the existing structure will be approved in sufficient time each year so that any change can be reflected in budget planning for the following fiscal year. This does not preclude the presentation of such recommendations at other times during the year if required.

5.3 APPROPRIATION All compensation provided under this Chapter is subject to the availability of appropriated funds by the Compact Board. If a grant, the granting authority.

5.4 APPOINTMENT RATES Persons appointed to positions are generally paid at the minimum rate of pay assigned to that grade, however, the Program Managers may recommend compensation at a higher step rate within the grade level. With the approval of the Compact Administrator and before an offer is made, new hires may be employed above the minimum of the range based on the following factors:

- (a) The degree to which the candidate's skills and qualifications exceed that of the minimum requirements of the position;
- (b) An analysis of the pay level of current employees in positions with similar skills and experience;
- (c) Market conditions which may be affecting the Compact's ability to recruit for the position;
- (d) The candidate's previous pay.

5.5 MERIT PAY After reaching the top range of the salary schedule, an employee shall be eligible for merit pay based on their previous year's performance as follows:

1. Unsatisfactory rating - 0% merit pay, requires an additional performance review in six months. If performance is improved, a merit increase may be awarded for remaining six months;
2. Less than satisfactory - 0% merit pay, requires an additional performance review in six months. If performance is improved, a merit increase may be awarded for the twelve-month period;
3. Completely satisfactory - 2.0% merit pay based on salary from previous fiscal year;
4. More than satisfactory - 2.5% merit pay based on salary from previous fiscal year;
5. Outstanding - 3.0% merit pay based on salary from previous fiscal year.

Merit pay will not impact base pay.

- 5.6 ANNUAL INCREASES** Employees are eligible to receive an annual increase of up to 4% based on performance on their anniversary date provided that an employee has been on the payroll for ten (10) days in that month. Employees shall advance up to the maximum approved salary for his/her position based on this performance increase.

NOTE - The following factors affect the employee's eligibility for a step increase:

- (a) Availability of funding;
- (b) Satisfactory job performance in the previous 12 months served;
- (c) Regrading of a position to a higher job grade;
- (d) Promotion to a higher job grade;
- (e) Leave without pay for twenty (20) working days or more. (The anniversary date of an employee who remains on leave without pay for twenty (20) working days or more is set back one month for every twenty (20) working days off the payroll without pay).

- 5.7 REAPPOINTMENT RATE** Persons receiving re-employment or reinstatement to the same position may be paid at any step within the pay range contingent upon qualifications. If the returning employee's qualifications have been measurably strengthened during absence, he or she may be paid at a higher step with the approval of the Compact Administrator.

- 5.8 TRANSFER** A position may be filled by transferring an employee from another position of the same or similar grade having the same maximum pay rate, involving the performance of similar duties, and requiring essentially the same basic qualifications. The Compact reserves the right to transfer employees.

Temporary Transfer When the Compact Administrator determines it is necessary to temporarily, for more than 5 consecutive work days, fill a higher position while the incumbent of the position is on leave or while the position is vacant, the employee assigned to the position will be placed in the step in the higher job grade which is closest to, but not less than, the total of the employee's current annual salary plus the increment between step 1 and 2 in the job grade to which the employee is being advanced.

Upon completion of a temporary transfer, the employee will return to his/her former position without loss of benefits. A temporary transfer does not serve as a claim for upgrading a regular position.

5.9 PART-TIME EMPLOYEES A part-time employee is compensated at the proper hourly rate for the appropriate classification.

5.10 SEPARATION FROM SERVICE An employee may be separated from service by any of the following methods:

- (a) **Retirement** is the separation of an employee in accordance with the provisions of the designated Compact Retirement System under which the employee is eligible to receive benefits.
- (b) **Resignation** is the separation of any employee by his/her voluntary act. An employee may resign in good standing by submitting in writing the reasons therefore and the effective date to the Program Manager at least fourteen (14) calendar days in advance. The Program Manager may permit a shorter period of notice due to extenuating circumstances. The resignation is forwarded to the Compact Administrator with pertinent information concerning the reason for resignation. Every effort will be made to conduct an exit interview with each employee who resigns and will verify the employee's reasons for leaving if possible. Copies of any letter of resignation will be placed in the employee's human resources record.
- (c) **Failure to report to work** without valid reason for three consecutive workdays may cause the employee to be separated from service. It is the employee's responsibility to notify their Compact Immediate Supervisor of absence from work.
- (d) **Layoff** is any involuntary removal from employment not involving delinquency, misconduct, inefficiency, or on the job injury.

When, for any reason, it becomes necessary to reduce the work force in a department, the laying off of employees within each job title in that department is determined first by type of appointment in the following order: emergency, temporary, probationary, regular part-time and then regular full-time. Within the type of appointment, the order of layoff in the department is determined by job performance. (Employees who are laid off will be given first consideration for

subsequent vacancies in the same or lower grade from which laid off for a period of six (6) months. A layoff re-employment list will be maintained by the Compact Administrator.)

If an employee is scheduled to be laid-off, the employee may be offered a transfer to a position of the same or lower grade if a vacancy exists and the employee is qualified to fill the position involved. An employee to be laid off is notified in writing by the Compact Administrator consistent with the process identified below in Section 5.11.

- (e) **Loss of job requirements** Any employee who is unable to perform his/her job adequately because of loss of a necessary license or other requirement may be terminated or transferred to a lower classification if a vacancy exists and the employee is qualified for the position.
- (f) **Dismissals** are discharges or separations made for good cause as outlined in Chapter 13.3 (e).
- (g) **Death** When an employee dies while on the payroll or approved leave of Compact, the employee's estate receives the decedent's: (1) accrued pay; (2) accrued vacation pay; (3) pay for accrued compensatory time; (4) pay for personal time; (5) 20% of the value of unused sick leave, up to a maximum of \$5,000; and (6) any other benefits due the employee.
- (h) **Involuntary Retirement** Employees who are involuntarily retired are subject to Massachusetts General Laws Chapter 32, Section 16.

5.11 DISMISSAL PROCESS Any non-probationary employee may be dismissed from duty by the appointing authority subject to the provisions of Massachusetts General Law, if applicable. The appointing authority, when acting to lay off or dismiss an employee will:

- (a) Send a written notice of the intent to dismiss an employee. The notice will include a statement of the cause or causes for dismissal. The notice will be delivered in hand to the employee or mailed by registered or certified mail to the employee's last known address.
- (b) Within five (5) calendar days of the date of the notice, the employee may request a hearing with the appointing authority. The request for a hearing must be submitted in writing to the appointing authority.
- (c) The appointing authority will hold a hearing not less than seven (7) calendar days nor more than fourteen (14) calendar days following the receipt of the request. The employee will be provided at least five (5) calendar days written notice of the hearing. The employee shall have the right to be represented by counsel at the hearing, call witnesses, examine witnesses, and introduce evidence at the hearing.

- (d) No more than fourteen (14) calendar days following the hearing, the appointing authority shall take final action on the dismissal and immediately notify the employee of the decision.
- (e) If a hearing is not requested by the employee, the appointing authority shall take final action on the dismissal within fourteen (14) calendar days of the delivery of the original notice of intent. The employee will be notified immediately of the decision.

5.12 SEPARATION PAY All accrued and accruing time, except sick leave, remuneration due upon separation is determined as of the last day worked. Such remuneration is paid to the employee on the scheduled pay date following his/her termination date. Employees are not credited with any additional earned benefits after the last day worked.

CHAPTER 6

EMPLOYEE BENEFITS

- 6.1 POLICY** The Compact intends to provide employee benefits that are comparable to those in the public sector on Cape Cod. Such benefits are an important part of the job package and merit careful review and understanding by employees. Employees are responsible for notifying the Compact Administrator regarding changes (i.e., marriage, divorce, birth of a child) that may impact his/her insurance coverage. Notification should occur as soon as there is a change.
- 6.2 HEALTH INSURANCE** Full time, part-time, and temporary employees of the Compact who regularly provide services for twenty (20) hours or more per week are eligible to participate in the Compact Group Insurance Plans in accordance with the provisions of Chapter 32B of the General Laws of the Commonwealth of Massachusetts. New employees must enroll within 30 days of date of hire or at open enrollment period. If such employee does not wish to participate, an official waiver must be filed with the Compact Administrator within 30 days of the date of hire. Insurance coverage will take effect sixty (60) days from the date of hire, unless the employee is enrolled in "group" insurance benefits under MGL Chapter 32B at the time of hire. Participating employees will be required to contribute a percentage of the premium cost of health, dental, and basic life insurance plan, based on the rates in effect. Seasonal and casual employees are not benefit eligible.
- 6.3 LIFE INSURANCE** Full time and part-time employees of the Compact who regularly provide services for twenty (20) hours or more per week are eligible to participate in the Compact Group Life Insurance Plan in accordance with the provisions of Chapter 32B of the General Laws of the Commonwealth of Massachusetts. New employees must enroll or, if such employee does not wish to participate, an official waiver must be filed with the Compact Administrator within thirty (30) days of the date of hire. Insurance coverage will take effect sixty (60) days after the date of enrollment. Participating employees will be required to contribute 25% of the premium cost of the basic plan as approved by the Compact. Additional voluntary coverage is available at full cost to the employee. Part-time, seasonal, and casual employees are not eligible for life insurance.
- 6.4 PENSION BENEFITS** Full-time employees and regular employees working twenty-five (25) or more hours per week are required by Massachusetts General Law, Chapter 32 to become members of the Barnstable County Retirement Association and as such are eligible for retirement benefits under these policies and procedures. Information on pension benefits is obtained from the Barnstable County Retirement Board. Seasonal, temporary, and casual employees are not eligible for these pension benefits.

In accordance with the Omnibus Budget Reconciliation Act (OBRA) of 1990, part-time (less than twenty-five (25) hours per week), temporary, seasonal, and casual employees are required to participate in a deferred compensation plan in lieu of participation in the Compact Contributory Retirement Plan.

Compact employees are not contributors to nor beneficiaries of the Federal Insurance Contributor's Act - the Social Security Law; however, employees hired after April 1986 are required to contribute a percentage of their total gross pay toward the Medicare portion. Any person who has retired from certain public service employment in the Commonwealth and returns to active service is subject to the provisions of M.G.L. Ch.32, s. 91(b).

6.5 OPTIONAL DEFERRED COMPENSATION Employees may participate in any of the Compact optional deferred compensation plans.

A deferred compensation program permits an employee to set aside a portion of current earnings into an account for retirement. This reduces the amount of current taxable income, deferring taxes until earnings are withdrawn.

6.6 UNEMPLOYMENT COMPENSATION Employees of the Compact are covered under state statute which provides for the payment of unemployment compensation in the event of termination from work.

6.7 OTHER INSURANCE COVERAGE The Compact and a local insurance agent have arranged for voluntary payroll deductions for other insurance programs. Employees interested in participating in this program should contact the selected provider.

6.8 EMPLOYEE ASSISTANCE PROGRAM Employees and their families may participate in the Compact Employee Assistance Program (EAP). Information on the EAP is included in the Employee Handbook.

6.9 WORKERS COMPENSATION Workers Compensation coverage is provided by the Compact for all its employees in accordance with the laws of the Commonwealth.

CHAPTER 7

HOURS OF WORK, MINIMUM AND OVERTIME COMPENSATION

- 7.1 WORK WEEK** The work week for employees is established by the Compact Administrator.

Regular hours of operation are Monday through Friday, 8:00 a.m. to 4:30 p.m., unless otherwise approved by an employee's immediate supervisor. Regular work week for full time employees shall consist of thirty-seven and a half (37.5) hours per week. Employees are required to report to work during regular business hours or be on leave consistent with Chapter 8. Unapproved absences shall lead to disciplinary actions consistent with Chapter 13.

The Compact recognizes that due to the nature of work performed by its various departments, it is often necessary for employees to work hours other than regular hours of operation.

The workday includes breaks as authorized by law.

- 7.2 FLEXIBLE WORK SCHEDULES** The Compact provides services to the public as its primary mission. At the same time, the Compact encourages Program Managers to develop work schedules that allow employees to balance their personal/family obligations with the need to serve the citizens. It is the responsibility of Program Managers to develop appropriate work schedules for their employees.
- 7.3 STRAIGHT OVERTIME** All non-exempt employees who are approved to work more than thirty-seven and a half (37.5) hours per work week and up to forty (40) hours per work week will be compensated at their regular hourly rate.
- 7.4 PAID OVERTIME** It is the responsibility of the Program Manager to use judgement in authorizing overtime work by employees. Overtime must be authorized by the Compact Administrator in advance and kept within the appropriated funds. An employee who fails to obtain prior approval for overtime worked is subject to disciplinary action.

When overtime pay is granted by the Compact Administrator, the following conditions apply:

- a) All non-exempt employees who are approved to work more than forty (40) hours during a work week shall be compensated at one and one-half (1 ½) times their regular hourly rate for said work.
- b) A non-exempt employee who worked over thirty-seven and a half (37.5) hours and shall be required to work by his/her Immediate Supervisor, on a Saturday, is compensated at one and one-half (1 ½) times his/her regular hourly rate; a non-exempt employee who worked over thirty-seven and half (37.5) hours and is required, by his/her Immediate Supervisor, to work on a Sunday shall be compensated at two (2) times his/her regular hourly rate.

A non-exempt employee who worked over thirty-seven and a half (37.5) hours and voluntarily works, with department manager's prior approval, on a Saturday or Sunday, shall be compensated at their regular rate up to forty (40) hours and one and one-half (1 ½) times his/her regular hourly rate after forty (40) hours.

- c) A non-exempt employee required to work, by his/her Immediate Supervisor, on a designated holiday that is not a regularly scheduled workday is compensated at two (2) times his/her normal hourly rate.
- d) Unless specifically stated in a written agreement, paid leave hours (i.e., sick leave, vacation, holiday, personal, and compensatory leave) are not included as hours worked in the calculation of overtime.

7.5 EXEMPT EMPLOYEES Managerial and supervisory employees and employees in other positions qualifying for executive, administrative, or professional exemption, are not entitled to overtime compensation consistent with state and federal law. The Compact Administrator and Program Managers are expected to use their discretion and good judgement in the management of their exempt employees' time consistent with the intent of the FLSA.

If an employee's status is transitioned from a non-exempt position to an exempt position, all accrued compensatory time must be paid out before the transition takes place and at the current non-exempt status salary rate.

7.6 EMERGENCY CLOSURE In the event of a weather or other emergency, the Compact Administrator may require all employees to work remotely unless the employee is instructed otherwise. No compensation will be provided for employees who are on any leave (paid or unpaid) in the event of emergency closure.

CHAPTER 8

LEAVE

8.1 POLICY Leave is any authorized absence during regularly scheduled work hours that is approved by the proper authority. Leave may be authorized with or without pay and is granted in accordance with applicable laws, on the basis of the work requirements of the departments and, whenever possible, the personal wishes of the employee.

8.2 HOLIDAY LEAVE The following days are recognized as legal holidays. Employees not required to maintain essential Compact services as determined by the Compact Administrator are excused from all duties:

New Year's Day	Patriot's Day	Labor Day	Christmas Day
Martin Luther King Day	Memorial Day	Columbus Day	President's Day
Day After Thanksgiving			

8.3 VACATION LEAVE The Compact provides vacation leave to full-time and regular part-time employees based on length of service and in accordance with the following policies:

- a) Full-time employees in continuous employment accrue vacation leave based on length of service as of January 1st of each calendar year as follows:

<u>Service</u>	<u>Vacation</u>
Less than 1 year	1 day for each month employed, not to exceed ten days.
1 - 4 1/2 years	Two weeks, 10 days
4 1/2 - 9 1/2 years	Three weeks, 15 days
9 1/2 - 19 1/2 years	Four weeks, 20 days
19 1/2 or more years	Five weeks, 25 days

Accrued vacation time is available on January 1st.

Vacation time is cumulative and accumulates on the basis of:

1. a 1,950-hour work year for a seventy-five (75) hour pay period or a 2080-hour work year for an eighty (80) hour pay period;
 2. a five-day work week (unless working a condensed work week);
 3. and from January 1st of every year.
- b) Part-time employees in continuous employment accrue vacation as outlined in 8.3 (a), prorated based upon the proportion of their hours worked relative to full-time employment for the same position.

- c) Temporary, seasonal, casual, and on-call employees are not eligible for vacation leave.
- d) Vacation leave will accrue in the first month of employment if the new employee has actually worked ten (10) days or more.
- e) For the purpose of computing vacation status, "service" also means service in the Commonwealth or in any political subdivision thereof, excluding service as an elected official, before being employed by the Compact, provided that no break in service of three (3) years or more occurred between such termination of employment and entrance into Compact service. In order to credit such prior service, a person must (1) be employed by the Compact for six months, and (2) submit to the Compact Administrator a sworn statement of such service, executed by the appropriate official of the Commonwealth or any of its political subdivisions.
- f) Employees must request vacation leave in writing, subject to prior approval of his/her immediate supervisor. Where multiple requests are made for the same vacation period and only one employee can be absent, the employee who submitted the earlier request has preference. Where the requests are received on the same date, the more senior employee is given preference.

Program Managers' requests for vacation leave require prior approval by the Compact Administrator.

- g) Vacation leave should be taken within the calendar year. Full time employees may carry over up to 10 vacation days from one calendar year to the next, part-time employees' vacation carry-over will be calculated on a prorated basis. Any additional carry over beyond the 10 days must be submitted for approval first by the Program Manager and then to the Compact Administrator for final approval. Carry-over requests must be presented in writing. Any additional carry over vacation must be used within the approved time-frame, or it will be forfeited.
- h) Employees who are terminated or who resign will receive payment for vacation time accrued but not taken and for vacation time accruing but not yet allocated. The last actual workday will be the last day for which leave may be accrued.
- i) Upon the death of an employee who is eligible for vacation under this plan, payment is made to the estate of the deceased.
- j) An employee on unpaid leave (i.e., Family Leave) or absent without pay is not eligible to accumulate vacation leave until he/she returns to continuous employment.
- k) Employees are not entitled to vacation accrual and/or leave during their probationary period. The earned time will be available upon completion of probationarytime.

- l) At the beginning of each calendar year, the Compact, subject to annual appropriation, provides a vacation buy-back program to eligible employees in accordance with the following:
 1. An employee with fifteen years of continuous full-time service with the Compact, including service with Barnstable County, may exchange up to 10 days of vacation days for a day's pay per day exchanged. The total days exchanged to the Compact will be deducted from the employee's total accumulated vacation days.
 2. An employee with twenty years, or more, of continuous full-time service with the Compact, including service with Barnstable County, may exchange up to 20 of these days to the Compact for a day's pay per day exchanged. The total days exchanged to the Compact will be deducted from the employee's total accumulated vacation days.

8.4 SICK LEAVE Sick leave is not considered a privilege which an employee may use at the employee's discretion but may be allowed only in case of actual sickness or disability or for sickness prevention measures. In no event are earned days for illness or accident construed as additional vacation allowance.

- a) **Eligibility.** A full-time employee is eligible for one and one-quarter (1 1/4) days of sick leave, with pay, for each month of continuous employment during each fiscal year. Part-time employees accrue sick leave time based on a percentage of time prorated in accordance with hours or days worked. An employee is entitled to leave with pay for sickness or accident only after such leave has been earned. An employee must notify their immediate supervisor on the day when sick leave is being requested.
- b) Temporary, seasonal, and casual employees are not eligible for sick leave.
- c) Sick leave will accrue in the first month of employment if the new employee has worked ten (10) days or more.
- d) **Certification of Illness.** The Compact Administrator may require a certification from the attending physician for sick leave in excess of three (3) consecutive workdays stating that such illness prevented the employee from working. Certification of illness shall include: explanation of why employee is unable to perform the essential functions of the job and anticipated duration of illness. The employee may not use sick time if certification is not provided. Leave without pay will be granted after all accrued time has been exhausted (including sick time). Where there is a pattern of excessive use of sick leave, as determined by the Compact Administrator, an employee may be required to submit documentation from their medical provider. If the Compact Administrator determines there is an abuse of sick leave, disciplinary action may be taken against the employee. In the event of absence due to accident or sickness, prior to the employee's return to work, the Compact reserves the right to require a doctor's certification to confirm the employee's ability to perform the essential functions of the job.

- e) When necessary, the Compact Administrator with the concurrence of the Program Manager, may allow use of sick leave in case of illness in the immediate family of the employee which requires the presence of such employee. Use of sick leave for a family emergency is limited to seven days, need not be consecutive calendar days, is allowed on an annual calendar year basis and may not be accumulated if not used. Immediate family includes, spouse, domestic partner, children, step-children, parents, grandparents, parent of a spouse, brothers or sisters, grandchildren, or other relatives with whom the employee is living in the same house.
- f) Sick leave earned in public service other than Compact government is not transferable.
- g) For employees recalled to service or rehired by Compact within a period of six (6) months after being laid off will be credited with the balance of accrued sick leave as of their separation date.
- h) Sick leave not used in the year in which it accrued is accumulated for use in a subsequent year.
- i) Employees are expected to give notice of sick leave absence whenever possible on the first day of such absence, or otherwise at the earliest possible date.
- j) An employee on unpaid Family Leave or absent without pay is not eligible to accumulate sick leave until he/she returns to continuous employment.
- k) The Compact will keep a record of all sick leave granted to each employee.
- l) The Compact, subject to annual appropriation, provides a sick-time buyback program to eligible employees in accordance with the following:
 1. An employee who, at the time of completion of five years of continuous full-time service with the Compact, including service with Barnstable County, has accumulated at least fifty (50) days of sick time, may exchange up to five (5) of these days to the Compact for one half day's pay per day exchanged. The total days exchanged to the Compact will be deducted from the employee's total accumulated sick days.
 2. An employee who, at the time of completion of ten years of continuous full-time service with the Compact, including service with Barnstable County, has accumulated at least one hundred (100) days of sick time, may exchange up to ten (10) of these days to the Compact for one half day's pay per day exchanged. The total days exchanged to the Compact will be deducted from the employee's total accumulated sick days.
 3. An employee who, at the time of completion of fifteen (15) years of continuous full-time service with the Compact, including service with

Barnstable County, has accumulated at least one hundred twenty (120) days of sick time may exchange up to ten (10) of these days to the Compact for two thirds day pay per day exchanged. The total days exchanged to the Compact will be deducted from the employee's total accumulated sick days.

4. An employee who, at the time of completion of twenty years of continuous full-time service with the Compact, including service with Barnstable County, has accumulated at least one hundred (150) days of sick time may exchange up to ten (10) of these days to the Compact for a day's pay per day exchanged. The total days exchanged to the Compact will be deducted from the employee's total accumulated sick days.
 5. An employee who, at the time of completion of twenty-five (25) years of continuous full-time service with the Compact, including service with Barnstable County, has accumulated at least one hundred fifty (150) days of sick time may exchange up to ten (10) of these days to the Compact for a day's pay per day exchanged. The total days exchanged to the Compact will be deducted from the employee's total accumulated sick days.
 6. An employee who, at the time of completion of thirty (30) years of continuous full-time service with the Compact, including service with Barnstable County, has accumulated at least one hundred fifty (150) days of sick time, may exchange up to ten (10) of these days to the Compact for a day's pay per day exchanged. The total days exchanged to the Compact will be deducted from the employee's total accumulated sick days.
 7. Upon reaching thirty-five (35) years of continuous full-time service to the Compact, including service with Barnstable County, and every five (5) years thereafter, an employee may buy back sick time under the same terms and conditions as defined in Chapter 8, Section 8.4(l)(6).
 8. An employee wishing to sell sick time to the Compact under the provisions of this section must give the Compact Administrator written notice of the employee's intention within 30 calendar days before the applicable eligibility date (i.e., the 5, 10, 15 or 20-year anniversary date). Failure to give the proper notice will constitute a waiver of the right to sell the sick time at the particular eligibility date. An employee is eligible to participate in one sick leave buy back option for each defined anniversary.
- m) Upon "service retirement" after at least fifteen (15) years of service with the Compact, or upon "ordinary disability retirement," all of which are defined more specifically by the County Retirement System, an employee will be compensated an amount equal to twenty percent (20%) of all earned and accumulated sick leave, up to a maximum of one hundred fifty (150) days at their current base rate

of pay. It is requested that an employee notify the Compact at least thirty (30) days prior to his/her retirement or resignation after fifteen (15) years of satisfactory service. The Compact may elect to defer payment of this amount until January 1st of the following fiscal year for budgetary reasons.

Example – Employee earns \$100 day - $\$100 \times 150 \text{ days} \times 20\% = \$3,000$

8.5 INJURY LEAVE An employee injured on the job, however slightly, must report the injury to his/her immediate supervisor immediately, and in no event later than twenty-four (24) hours after the occurrence of said injury. The supervisor or Program Manager must file a report of injury within forty-eight (48) hours to the Compact Administrator.

- a) Injury leave is granted due to absence from duty caused by an accident, injury, or occupational disease sustained directly in the performance of the employee's work. Accounting for time and payment of wages is determined by the provisions of Massachusetts General Laws.
- b) Accrued personal time and/or sick leave credits, if available, are used for the first five (5) days of injury leave or until lost wages are covered by Worker's Compensation Insurance. If it is determined that lost wages for the first five (5) days will be paid through Worker's Compensation Insurance, an adjustment to restore used personal time and/or sick leave credits is made after the employee returns to his/her full regularly scheduled work time.
- c) Compensation for lost wages due to a work-related injury is paid by the Compact on regularly scheduled pay dates and is not subject to tax assessments and payroll deductions. The employee is responsible for his/her share of group health, dental, and life insurance premiums. The Compact's obligation for payment of insurance will cease if the employee is more than thirty (30) days late with his/her monthly premium.
- d) An employee absent due to a work-related injury accrues vacation and sick leave credits for the first ninety (90) days of leave.

8.6 BEREAVEMENT LEAVE This benefit enables an employee to take care of personal arrangements and problems caused by death of a member of his/her immediate family. Employees other than those scheduled for another type of leave are eligible for bereavement leave for the death of a spouse, domestic partner, child, step-child, parent, parent of a spouse, grandparents, brother or sister, grandchild, or a person living in the immediate household of the employee, for a period not exceeding four (4) consecutive workdays without loss of pay.

Part-time, temporary, and seasonal/casual employees are eligible for bereavement leave on a pro-rated basis for leave taken on their regular scheduled workday.

- 8.7 MILITARY LEAVE** The Compact provides military leaves of absence to all regular and part-time employees in compliance with the Uniformed Services Employment and Re-employment Rights Act ("USERRA") and all other applicable federal and state laws.
- 8.8 CIVIC DUTY LEAVE** An employee summoned as a juror on behalf of the Commonwealth or any town, city, or county of the Commonwealth, or on behalf of the Federal government, will be granted a leave of absence with pay during the period of his/her jury duty upon submission of substantiating documentation. An employee summoned as a witness as a result of employment with the Compact will be granted a leave of absence with pay during the period of his/her witness duty upon submission of substantiating documentation. An employee summoned as a witness not related to his/her of employment with the Compact shall use his/hers accrued time. This does not apply to employees who are also in the employ of the Federal government or any private employer and who are summoned on a matter arising from that employment. Employees who receive their regular weekly salary from the Compact during the period of their jury/witness duty must remit to the Compact, immediately upon receipt, compensation for services (exclusive of pay for jury/witness duty on off-duty days).
- 8.9 STATUTORY FAMILY, MEDICAL AND PARENTAL LEAVE** The Compact adopts the language of the Federal Family and Medical Leave Act (FMLA) and the Massachusetts Parental Leave Act (MPLA), as the same may be amended from time to time. A notice of employees' rights under these laws is posted on the bulletin board in the employee break room in the Compact. Individuals seeking to avail themselves of leave under the FMLA or the MPLA should contact the Administrator. Please note that the 12-month period utilized by the Compact for FMLA purposes is a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. Please note as well that the Compact requires the use of available accrued paid leave concurrently with FMLA leave. Individuals on designated FMLA leave shall be required to update their status every thirty (30) days. Further, where leave is taken for a reason specified in both the FMLA and MPLA, the leave may be counted simultaneously against the employee's entitlement under both laws. Finally, please note that it is the Compact's policy to designate qualifying leave as FMLA once there is sufficient information to make this determination, even if the employee does not request it.
- 8.10 PERSONAL LEAVE** Full time employees are credited annually with paid personal leave days on January 1st of each year in accordance with the schedule listed below. Part-time employees are credited with a pro-rated share determined by their work schedule. Personal leave shall be taken during the following, with the approval of the Program Manager. Personal days are not cumulative:

On the payroll January 1 – April 30	Four (4) days
On the payroll May 1 – August 31	Two (2) days
On the payroll September 1 – December 31	One (1) day

Only regular employees are entitled to personal leave.

8.11 LEAVE OF ABSENCE WITHOUT PAY An employee who has completed one year of employment may be granted a leave of absence without pay for a specified period of time. Leave without pay must be recommended by the Program Manager to the Compact Administrator and approved by the Compact Administrator.

During such leave, the employee will be eligible, at his/her own expense, to continue to participate in the Group Insurance Plan. Should the employee accept other employment during such leave, the balance of the leave is forfeited, and the employee is terminated. Failure of the employee to report promptly at the expiration of such leave is considered a resignation. Leave without pay does not constitute a break in service. However, during leave without pay, vacation and sick leave do not accrue, and the employee's anniversary date may change as defined in 5.6 (e). A copy of any such approved leave is to be submitted to the Compact Administrator.

8.12 SMALL NECESSITIES LEAVE ACT Compact employees who have been employed by the Compact for at least twelve (12) months and for at least 1,250 hours in the previous twelve (12) months may take up to a total of twenty-four (24) hours of unpaid leave during any 12-month period.

This leave may be taken intermittently or on a reduced leave schedule. If the leave is foreseeable, the Compact employee must put the request in writing to his/her supervisor at least seven (7) days prior. If the leave is not foreseeable, written notice as soon as practical is required. The request for leave is in addition to the leave provided under the Federal Family and Medical Leave Act, to engage in such activities as:

1. participating in school activities directly related to the educational advancement of the employee's children, such as parent-teacher conferences; or
2. accompanying children to routine medical or dental appointments; or
3. accompanying elderly relatives to routine medical or dental appointments or appointments for other professional services related to the elder's care.

8.13 DOMESTIC VIOLENCE LEAVE Compact employees are eligible for domestic violence leave upon beginning employment.

An employee may take up to a maximum of fifteen (15) days of time off in a 12-month period, if either the employee or their family member as described below is:

- the victim of abusive behavior (such as domestic violence, stalking, sexual assault, or kidnapping);
- seeking medical attention, counseling, legal, or other victim services directly related to the abusive behavior against the employee or family member of the employee.

For purposes of this policy, a family member includes not only legally married spouses but also:

- Persons "in a substantive dating or engagement relationship" AND who reside together;
- Persons having a child in common regardless of whether they have ever married or resided together;
- A parent, step-parent, child, step-child, sibling, grandparent, or grandchild; or
- Persons in a guardianship relationship.

Employees must use accrued vacation, family/medical, and excused time to remain in paid status during a covered leave under this policy, and use of such leave will run concurrently with leave under this policy. If no accrued time is available, leave under this policy will be unpaid.

The Compact may request that advance notice of this leave (as required by the current leave policy) be made unless there is an imminent danger or immediate health and safety risk to the employee (in which case - notification within three (3) workdays that the leave was taken or is being taken must be provided). In the event that an employee takes this leave, documentation evidencing that the employee or family member has been a victim of domestic violence or abusive behavior must be provided within thirty (30) days (reasonable amount of time) of the leave request. Such forms of documentation may include:

- A court issued protective order
- An official document from a court, provider, or public agency
- A police report or statement of a victim or witness provided to the police
- Official legal documentation attesting to the adjudication of the perpetrator
- Medical documentation of treatment for the abusive behavior
- A sworn statement from the employee attesting to being a victim of abusive behavior
- A sworn statement from a professional who has assisted the employee or the employee's family, for example, a counselor, a social worker, or a member of the clergy

Alleged perpetrators of domestic violence are not entitled to leave under this statute.

CHAPTER 9

RECRUITMENT AND SELECTION OF EMPLOYEES

- 9.1 POLICY** As an equal opportunity employer, see Section 1.4, to assure a high quality of service to the public, selection will be from the most competent individuals. Selection and appointment to all positions will be based solely upon job-related requirements and the applicant's demonstration that he/she possesses the skills, knowledge, abilities, and other characteristics necessary for successful job performance, with reasonable accommodation in the case of disability. Employees who are laid off are given first consideration for subsequent vacancies for a period of six months provided their qualifications fulfill the requirements of the vacant position.

Employees may apply for any vacant position for which they meet the requirements. No manager may prevent an employee from applying for a vacancy.

9.2 RECRUITMENT PROCEDURES

- (a) When a vacancy occurs, the Program Manager will review the functions, duties, responsibilities, and minimum qualifications of the position to ascertain whether the job description is still accurate or the job description needs to be updated. Any subsequent changes in the description or special qualification requirements for that position will be reported to the Compact Administrator along with a revised job description.
- (b) The Program Manager will determine if an employee within the department has the necessary qualifications to be promoted into the vacancy. If so, a recommendation of appointment will be forwarded to the Compact Administrator for approval. Recruitment procedures will then be followed for the vacancy created by the promotion.
- (c) The Program Manager submits a Notice of Job Vacancy to the Compact Administrator for approval.
- (d) The Compact Administrator posts the Notice of Job Vacancy in the Compact designated posting area. The Compact Administrator is responsible for directing the publication of the vacancy in such a manner as to ensure all interested and qualified individuals are informed of the title, duties and responsibilities, and salary range, minimum and special qualifications for the job, the time, place and manner of making application, and any other information which may be useful to applicants.

New positions and vacancies will be advertised at least once in a newspaper whose circulation area includes all Cape Cod and, when appropriate, will be advertised in professional journals and newspapers with broader circulation.

- 9.3 TEMPORARY EMPLOYMENT** Employees needed to meet conditions caused by seasonal workloads, special projects, illness, or absence of a regular employee may be hired on a temporary basis, not to exceed six (6) months. Temporary employees are released at the earliest possible time but no later than the return of the regular employee.
- 9.4 EMERGENCY EMPLOYMENT** In times of emergency, the Compact Administrator or his/her designee is authorized to hire emergency employees necessary to prevent the interruption of essential services of the department. The length of employment for an employee hired under this status will not exceed three (3) months.
- 9.5 APPLICATION FOR EMPLOYMENT** Deliberately false or misleading statements and deception in attempting to secure employment will be grounds for rejecting an applicant and/or dismissal of an employee.
- 9.6 SELECTION PROCEDURES** The Program Manager will review the applications of all candidates who have applied for the position and will interview those candidates deemed best qualified to meet the established requirements.

The Program Manager will document the recommendation for selection and complete a Report of Filling a Position. No selection and/or starting salary may be announced and no employee may begin work before approval and appointment by the Compact Administrator.

If a retired Compact employee is selected for a position, his/her starting salary will be the first step within the grade for the position unless otherwise determined by the Compact Administrator.

Every effort will be made to inform the unsuccessful candidates within 30 days of filling a position.

A record of the recruiting and appointing process will be retained by the Compact Administrator after the vacancy is filled. This record will include: the job description, vacancy announcements, a listing of the source, and methods of recruitment. The resumes received as part of the recruiting and appointing process will be kept on file for three (3) years and for a period of six (6) months to be used for a vacant position with the same or similar job title.

Certain positions may require a criminal history screening of the applicant. A Criminal Offender Record Information (CORI) screening may be conducted in compliance with the Massachusetts Department of Criminal Justice Information Systems (DCJIS) regulations. Guidance on conducting a CORI screening is described in Appendix C.

- 9.7 PROBATIONARY PERIOD** The probationary period is an integral part of the selection procedure allowing the supervisor, Program Manager, and appointing authority to train,

observe, and evaluate an employee's work in order to determine fitness for continuing in the position.

Each person promoted or appointed to a position is required to successfully complete a probationary period to enable the Program Manager to observe the employee's ability to perform the various principal duties of the position. The probationary period begins immediately upon original appointment and continues for six (6) months or, in the case of promotion, continues for three (3) months from the date of the appointment. The probationary period may be extended up to six (6) months. The probationary period is used to evaluate the employee's performance, conduct, and work habits.

Before expiration of the probationary period, the Program Manager notifies the Compact Administrator in writing that:

- (a) the employee's performance is satisfactory, and the individual should be retained as a regular employee in the position; or
- (b) the employee's performance, due to extenuating circumstances, requires additional observation and the probationary period should be extended an additional six months; or
- (c) the employee's performance, conduct, and/or work habits are unsatisfactory, and his/her removal is proposed as of a specific date.

9.8 REMOVAL OF A PROBATIONARY EMPLOYEE At any time during the probationary period, the Program Manager may recommend to the Compact Administrator the termination of a probationary employee. The employee will be notified of termination in writing stating the effective date of termination. An employee may be discharged during the probationary period at the will of the employer, with or without cause. The employee may not appeal this decision.

An employee may also be removed at any time if it is determined that information submitted before appointment was falsified.

CHAPTER 10

PERFORMANCE APPRAISAL

10.1 PURPOSE The Compact recognizes the need for an operating performance appraisal system to:

- (a) assess fairly and accurately an employee's strengths, weaknesses, and potential for growth;
- (b) encourage and guide development of employee's special skills and work interests;
- (c) assure the granting of salary increases and consideration for more complex work based on merit;
- (d) provide a method of improving operational programs through employee input; and
- (e) identify training needs.

10.2 PROCEDURES The Compact Administrator is responsible for maintaining the employee performance appraisal system. The Compact Administrator and Program Managers are responsible for conducting a performance appraisal for his/her employees, before granting a salary increase. The Compact Administrator is responsible for reviewing each appraisal form to ensure consistency with the overall appraisal system.

- (a) **Annual Employee Performance Appraisal** The annual appraisal is the summary of the supervisor's observations of the employee during the past year and a summary of the performance in terms of a variety of job-related factors. The appraisal will also include a plan to develop strengths, identify and improve weak areas, and record the employee's observations of work assignments in the last year. Proper use of the performance appraisal serves as a means of identifying training needs, helping improve individual performance, recognizing outstanding accomplishments, helping to strengthen employee/supervisor relationships, emphasizing the employee's contribution to the Compact's programs, and helping to identify strengths and weaknesses in the Compact's programs.
 - (1) The supervisor will make a written evaluation of the employee's job performance considering any changes that have occurred in the job or other factors which might affect job performance and noting strengths and/or capabilities worthy of special mention and areas where improvement is needed. The written evaluation will also certify that the employee is performing either at an acceptable level or unacceptable level of competence for his/her position.

- (2) Employee-Supervisor discussion - The employee and supervisor will begin the discussion with a review of the employee's current job description to review and clarify job requirements and duties assigned and to note any major changes which have taken place in the employee's job. The supervisor and employee should also discuss the employee's career development plans, special work interests, projects or assignments of interest, and particular training interests or needs. The employee's general observations of the department's programs and especially suggestions for improving assignments, functions, and work procedures should be encouraged. The employee should take the opportunity to discuss any other points and may attach comments to the supervisor's evaluation. The employee will then certify that he/she has reviewed the appraisal and that it has been discussed with him/her.
- (3) In some instances, another supervisor may also review the written evaluation, sign it, and make comments if desired. The employee will have the opportunity to review and comment.
- (4) The evaluation will then be forwarded to the Compact Administrator to become a part of the employee's human resources record. Supervisors are encouraged to bring significant program observations and career development plans of employees to the attention of the appropriate Manager or Administrator.
- (5) The Compact Administrator may also review the written evaluation before review with the employee and make comments if desired.
- (6) Regular employees who receive a less than satisfactory performance rating will not be eligible for a salary increase. Employee may be eligible for salary increase effective six months from their anniversary date if performance is brought up to a satisfactory level or denied if performance remains below satisfactory. The original anniversary date remains the same.
- (7) The Compact Administrator will make a written evaluation of Program Managers in accordance with the Performance Appraisal System following the procedures listed above. The Managers will have the opportunity to attach comments to the Administrator's appraisal.

(b) Performance Appraisal Process

- (1) Compact Administrator: The Compact Administrator will be evaluated by the Chair, Vice-Chair, and Secretary of the Compact Board on an annual basis. The Administrator will provide a self-evaluation of his/her performance objectives for the previous year. The Compact Administrator's salary increase is determined through his/her annual evaluation.

- (2) Program Managers:
 - (a) The Compact Board may advise the Compact Administrator of priority objectives to implement in the upcoming year.
 - (b) The Compact Administrator conducts a Program Manager's performance evaluation approximately forty-five (45) calendar days before his/her scheduled step increase/anniversary date, which includes the establishment of priority objectives to be accomplished during the next 12 months.
 - (c) A Program Manager may have a mid-year evaluation. The purpose of the mid-year evaluation is to identify any/all corrective action, if needed.
 - (d) Annual salary increases are based on the Program Manager's performance for the previous 12-month period and are based on a range of 0 to 4%.
 - (e) If a Program Manager receives a completely satisfactory performance evaluation or higher, he/she is eligible for his/her 2% salary increase on his/her anniversary date.
 - (f) If a Program Manager receives a less than satisfactory performance evaluation, he/she may not be eligible for a salary increase. Employee may be eligible for an increase effective six (6) months from their anniversary date if the performance is brought up to a completely satisfactory level or denied if performance remains below satisfactory. The original anniversary date remains the same.
 - (g) If a Program Manager receives an unsatisfactory performance evaluation, he/she is not eligible for his/her increase on his/her anniversary date.
 - (h) Appeals process for the Program Managers is defined in Chapter 14.3.
- (3) Program Managers under an Acting or Interim Compact Administrator: The Acting or Interim Compact Administrator conducts performance evaluations and mid-year evaluations.
- (4) Compact Employees:
 - (a) Employees are evaluated approximately forty-five (45) calendar days before their anniversary date. This will allow for adequate time to appeal any decision.

- (b) Employees are evaluated by their immediate supervisor. The evaluation includes a signature/comments from the Program Manager.
- (c) Annual salary increases of 0 to 4% are based on the employee's performance for the previous 12-month period.
- (d) If an employee receives an outstanding evaluation rating, he/she is eligible for a 4% salary increase on his/her anniversary.
- (e) If an employee receives a more than satisfactory evaluation rating, he/she is eligible for a 3% salary increase on his/her anniversary.
- (f) If an employee receives a completely satisfactory evaluation rating, he/she is eligible for a 2% salary increase on his/her anniversary.
- (g) If an employee receives a less than satisfactory evaluation, his/her salary increase is delayed for six months, at which time it will be granted if their performance is brought up to a completely satisfactory level or denied if their performance remains below completely satisfactory.
- (h) If an employee receives an unsatisfactory performance evaluation, he/she is not eligible for his/her salary increase on his/her anniversary date.
- (i) Appeals process for employees is defined in Chapter 14.3.

10.3 PERFORMANCE IMPROVEMENT PLAN (PIP) Any employee who exhibits substandard work performance shall be subjected to a Performance Improvement Plan (PIP) that may be included in the evaluation form, or appended to it, and shall include:

- (i) the specific deficiencies observed in the employee's performance;
- (ii) the necessary improvement;
- (iii) the period of time in which improvement must occur; and
- (iv) what further action will result if the employee fails to show satisfactory improvement.

The Performance Improvement Plan should be signed by both the employee and the supervisor and should be maintained in the employee's personnel file. If the employee refuses to sign, the supervisor should document this for the file.

If an employee continues to exhibit substandard work performance beyond the established time limits and below the expected level, the options available to the supervisor include reassignment or termination.

CHAPTER 11

PROFESSIONAL DEVELOPMENT

11.1 POLICY It is the joint responsibility of the Program Manager and the Compact Administrator to foster and promote training programs, contingent upon funding, for the purpose of improving the quality of performance and aiding employees to equip themselves for advancement in Compact Service. Employees have the ultimate responsibility to seek and use appropriate development options to enhance their own career progress.

11.2 IDENTIFYING TRAINING NEEDS At the time of the supervisor-employee appraisal discussion, the supervisor and employee should discuss areas where training is needed or desirable for performance in the employee's present job or would be helpful in developing additional skills for growth into other positions in the Compact. The Program Manager should forward a written report of training needs to the Compact Administrator and include a request for funding these needs in the annual operating budget. Program Managers should keep themselves apprised of training programs that may be of help or interest both to themselves and their employees.

11.3 ADMINISTRATION OF EMPLOYEE TRAINING PROGRAMS The Compact Administrator coordinates information on training programs, provides assistance to departments in meeting their specific needs, develops supervisory and management training programs, and assists in developing methods of evaluating training programs.

The Compact Administrator is responsible for keeping records of all approved training courses and programs and a record of employees who successfully complete such courses and programs.

11.4 TUITION REIMBURSEMENT

In order to encourage Compact employees to further their educational, professional, and vocational development, the Compact may provide up-to 100% reimbursement of tuition and course related non-refundable registration fees for job related educational courses at the College Level and/or Graduate Level for full-time employees contingent on the following:

1. The employee must have worked on a full-time basis at least six (6) months prior to starting the course;
2. The employee must have the approval of the Program Manager prior to registering for the course;
3. The course must be taken from an accredited college, university, or technical school;

4. A passing grade of 2.5 or the equivalent of a C grade must be achieved;
5. The employee must remain with the Compact on a full-time basis at least twenty-four (24) months after the completion of the course. If an employee leaves Compact service or is no longer a full-time employee within this 24-month window, the employee must reimburse the Compact in full for the cost of the course;
6. Availability of funds for the course;
7. Attendance of the course does not require time off from the job, which adversely affects the operation of the department;
8. The Compact will not reimburse an employee for his/her time or travel expenses to attend courses under this policy.

The Compact Administrator has the discretion to limit an employee's eligibility for reimbursement to one class per semester/quarter.

11.5 TUITION REIMBURSEMENT PROCEDURES In order to effectively and equitably implement the Compact's tuition reimbursement policy, awards will be made based on the availability of funds on a per semester basis. Requests for tuition reimbursements are submitted to the Compact Administrator. In order to allow for an equitable allocation between semesters, employees who plan on enrolling in a spring course should indicate their intentions during fall enrollment. All requests to attend classes on a reimbursement basis will include a course description.

All tuition reimbursement requests are approved by the Program Manager and submitted in writing to the Compact Administrator.

11.6 OTHER TRAINING Other training opportunities, such as workshops, day long training, or seminars are encouraged. In these cases, Section 11.4 will not apply.

CHAPTER 12

CONDUCT OF EMPLOYEES

12.1 POLICY All persons employed by the Compact hold positions of public trust and must present themselves in a professional and appropriate manner. Employees are prohibited from engaging in any conduct which would reflect unfavorably upon the Compact. Employees who act in a manner not consistent with the standards described below will be subject to discipline up to and including termination.

All Compact employees are expected to act honestly, conscientiously, reasonably, and in good faith at all times having regard to their responsibilities, the interests of the Compact, and the welfare of its clients. In this regard, employees are required to:

- be present at work as required and to be absent from the workplace only with proper authorization;
- carry out their duties in an efficient and competent manner and maintain specified standards of performance;
- comply with reasonable employer instructions and policies and to work as directed;
- respect the privacy of individuals and use confidential information only for the purposes for which it was intended;
- neither use nor allow the use of Compact property, resources, or funds for other than authorized purposes;
- incur no liability on the part of the Compact without proper authorization;
- to maintain all qualifications necessary for the performance of their duties legally and efficiently;
- maintain a professional and respectful image to co-workers and the public;
- project a positive and professional image of the Compact; and
- work cohesively and cooperatively with fellow employees, administrators, board members, clients, vendors, and the public to accomplish organization-wide directives, goals and tasks requiring mutual coordination within the context of each employee's authority.

If an investigation is warranted due to the conduct of an employee, the employee may be suspended with or without pay at the discretion of the Compact Administrator upon recommendation by the Program Manager.

12.2 ETHICS Compact employees must avoid any action which may result in or create the appearance of using public office for private gain, giving preferential treatment to any person, or losing impartiality in conducting Compact business. Employees are expected to adhere to conduct established by state law, M.G.L. 268A. Copies of M.G.L. 268A are available from the Compact Administrator.

12.3 RECEIPT OF GIFTS Employees are expressly prohibited from soliciting or accepting gifts, gratuity, favors, entertainment, loans, or any other item of monetary value of \$50.00 or more from any person who has or may be seeking to obtain business with or privilege with the Compact, or from any person within or outside Compact employment whose interests may be affected by the employee's performance or nonperformance of official duties.

Acceptance of nominal gifts in keeping with special occasions, such as marriage, retirement, or illness, food and refreshments in the ordinary course of business meetings, or unsolicited advertising or promotional material (e.g., pens, notepads, calendars of nominal intrinsic value) is permitted.

12.4 BUSINESS ACTIVITIES AND SOLICITATION Employees are prohibited from engaging in any business other than their regular duties during working hours; this policy specifically forbids such activities as solicitation of fellow employees, lending of money for profit, or any similar activity.

12.5 OUTSIDE EMPLOYMENT The Compact views a full-time employee's position with the Compact as his/her primary employment and any other employment as secondary. Such outside employment cannot in any manner interfere with proper and effective job performance, result in conflict of interest, or subject the Compact to public criticism or embarrassment.

12.6 PRIVILEGED INFORMATION Employees may deal with plans and programs of significant public interest. Employees must not use this privileged information for their own financial advantage or to provide friends and acquaintances with financial advantages or with information which could be used for financial advantage. If an employee finds that he/she has an outside financial interest which could be affected by Compact plans or activities, he/she must immediately report the situation to his/her supervisor. Each employee is charged with the responsibility of insuring that he/she releases only information that should be made available to the general public. Violation of privileged information or use for private gain is just cause for discharge of the employee.

12.7 USE OF PROPERTY Employees, supervisors and Program Managers will not, directly or indirectly, use or allow the use of Compact property of any kind for other than official activities.

12.8 POLITICAL ACTIVITY All employees are entitled to exercise their rights as citizens to express their opinions and to cast their votes.

Employees, Supervisors and Program Managers may not:

(a) Engage in political activity during their working hours;

- (b) Use official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office;
- (c) Directly or indirectly coerce, attempt to coerce, command, or advise a State or local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.

12.9 DRUG FREE WORKPLACE The Compact has a strong commitment to its employees to seek to provide a safe workplace and to establish programs promoting high standards of employee health. The Compact firmly believes that the use of illegal drugs and misuse of legal drugs, including alcohol and marijuana, is a source of danger in the workplace and a threat to the Compact's goal of maintaining a productive and safe work environment. The illegal use, sale, or possession of narcotics, or the use of marijuana or alcohol while on duty or on Compact property, is expressly prohibited. Such activity may result in discipline up to and including termination and/or mandatory participation and successful completion of an approved drug rehabilitation or assistance program.

As a further condition of employment, employees must notify their supervisor of any criminal drug statute conviction for a violation occurring within the workplace no later than five (5) days after such conviction.

The Compact will, from time to time, update, amplify, and reinforce its policy set out above through the dissemination of drug education and awareness material and programs which may necessitate attendance at lectures, seminars, or films.

CHAPTER 13

DISCIPLINE

13.1 POLICY All Compact employees are responsible for observing the policies and regulations set by the Compact for the efficient operation of Compact. Failure to comply with standards of conduct or Compact rules and policies may result in discipline.

13.2 DISCIPLINE The Compact Administrator, Program Managers, and Supervisors are responsible for the proper and efficient operation of Compact and for enforcing all policies and regulations. Discipline will be carried out with the utmost concern for individuals involved and will avoid intentionally embarrassing the employee being disciplined. The purpose of the procedure is to correct negative situations and enable the employee to achieve success on the job.

13.3 PROCEDURES FOR DISCIPLINE

- (a) Oral Reprimand A Program Manager or Supervisor observing the action of an employee warranting discipline may reprimand the employee. The warning is given with regard for minimizing embarrassment to the employee and includes suggestions as to how the behavior or performance can be improved. An oral reprimand is noted in the employee's human resources file.
- (b) Written Reprimand After an oral warning, or as otherwise warranted, the Program Manager or Supervisor can issue a written warning to the employee including reasons for the warning and an offer of assistance in correcting the unsatisfactory situation. A copy of the reprimand is placed in the employee's human resources file and carries a specified period in which the behavior will be improved. The employee may prepare his/her written response to accompany the written reprimand in the employee's human resources file. If the situation is improved, the employee will be notified in writing.
- (c) Suspension A Program Manager may temporarily suspend an employee without pay for a maximum of five (5) days. All suspensions will be reviewed by the Compact Administrator, or designee, within one (1) business day for affirmation of the program manager's decision. The purpose of a suspension is to serve as a final warning to an employee that continued misbehavior or poor performance may result in discharge. Suspension is generally imposed only when prior warnings or reprimands have not caused the employee to bring his/her performance or behavior up to the expected standard. In some cases involving serious misconduct, suspension may be the first disciplinary action taken.

A Program Manager will document a suspension in writing and forward it to the Compact Administrator for retention in the employees' human resources file.

- (d) Dismissal—The Compact Administrator may terminate an employee for good cause after due consultation with the Program Manager recommending dismissal. The employee must be given a written notice signed by the appointing authority specifying the effective date of termination, the charge, the specific behavior, the dates (where appropriate) that support the charge, and any circumstances affecting the severity of the discipline. The employee is eligible for a hearing before the Compact Board of Directors within fourteen (14) days of the date of dismissal. Employees having rights under M.G.L. Ch. 35, s.51 or under Ch. 32, S.16 are not to be dismissed except in accordance with the procedures of the applicable statute. See Attachment A.
- (e) Discipline is generally a progressive procedure; however, suspension or dismissal may be the initial step taken depending upon the severity of the offense.

13.4 PRIVACY OF INFORMATION In all instances, both the employee's right to privacy and the right of the public to have access to public information are preserved by the observance of the appropriate statutes and laws governing both.

**Anti-Discrimination and Ant-Harassment Policy
Including Sexual Harassment**

I. Introduction

It is the goal of the Compact to promote a workplace that is free of unlawful discrimination and harassment ("harassment") of any type, including sexual harassment. Harassment consists of unwelcome conduct, whether verbal or physical, that is based on a characteristic protected by law such as race, color, religious creed, national origin, ancestry, sex/gender, gender identity, age, criminal record (inquiries only), handicap (disability) mental illness, retaliation, sexual harassment, sexual orientation, genetics, pregnancy and pregnancy-related conditions, active military status, or other bases prohibited under state or federal anti-discrimination statutes, and will not be tolerated. The Compact will not tolerate harassing conduct that affects employment conditions, that interferes unreasonably with an individual's performance, or that creates an intimidating, hostile, or offensive work environment.

This Policy applies to all employment practices and employment programs sponsored by the Compact. This Policy shall apply, but not be limited to, the areas of:

- Recruitment
- Selection
- Compensation and benefits
- Professional development and training
- Reasonable accommodation for disabilities or religious practices
- Promotion
- Transfer
- Termination
- Layoff
- Other terms and conditions of employment.

This Policy may apply to discrimination (including harassment) that occurs between co-workers that takes place outside the workplace (including, but not

limited to, online conduct or conduct utilizing the internet or other electronic media). When the conduct complained of occurs outside of the workplace, the Compact may consider the following and other factors in assessing whether the conduct constitutes conduct in violation of this Policy:

- whether the event at which the conduct occurred is linked to the workplace in any way, such as at a Compact-sponsored function;
- whether the conduct occurred during work hours;
- the severity of the alleged outside-of-work conduct;
- the work relationship of the complainant and alleged harasser, which includes whether the alleged harasser is a supervisor and whether the alleged harasser and complainant came into contact with one another on the job;
- whether the conduct adversely affected the terms and conditions of the complainant's employment or impacted the complainant's work environment.

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

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

II. Definitions

"Harassment" means unwelcome conduct, whether verbal or physical, that is pervasive and severe and is based on a characteristic protected by law. Harassment includes, but is not limited to:

1. Display or circulation of written materials or pictures that are degrading to a person or group as previously described;
2. Verbal abuse, slurs, derogatory comments, or insults about, directed at, or made in the presence of an individual or group as previously described.

"Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

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

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

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

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

All employees should take special note that, as stated above, retaliation against an individual for having complained about harassment or discrimination, and retaliation against individuals for cooperating with an investigation of harassment/discrimination complaint will not be tolerated by this organization.

III. Examples of Prohibited Discriminatory Behavior

It is not possible to list all the circumstances that may constitute discrimination in violation of this Policy. Discrimination may take many forms, including both verbal and nonverbal behaviors. Prohibited behavior includes, but is not limited to, the following behaviors connected to someone's membership in one or more groups protected by law as noted in the first paragraph above: slurs or other derogatory comments; sharing demeaning pictures, cartoons, or jokes; demeaning gestures, and; any conduct constituting sexual harassment.

IV. Complaint Procedures

All employees, managers, and supervisors of the Compact share responsibility for avoiding, discouraging, and reporting any form of discriminatory harassment. The primary responsibility for ensuring proper investigation and resolution of harassment complaints rests with the Compact Administrator (Margaret T. Downey, 508-375-6636, mdowney@capelightcompact.org) or his/her designee who will administer the policy and procedures described herein.

If any of our employees believes that he or she has been subjected to discrimination and/or harassment, the employee has the right to file a complaint with the Compact. This may be done in writing or orally. In addition, residents, visitors, applicants, vendors, contractors, their agents and employees, or other third parties who believe they have been subjected to discrimination and/or harassment may also file a complaint with the Compact using the procedures described herein. Furthermore, employees may also file a complaint if they have been subjected to harassment from residents, visitors, applicants, vendors, contractors, their agents and employees, or any other third parties in the workplace, while performing work-related duties, or during other work-related activities.

Prompt reporting of harassment is in the best interest of the Compact and is essential to a fair, timely, and thorough investigation. Accordingly, complaints should be filed as soon as possible following the incident(s) at issue. If you would like to file a complaint you may do so by contacting the Compact Administrator (Margaret T. Downey, 508-375-6636, mdowney@capelightcompact.org). She will also be available to discuss any concerns you may have and to provide you with information about our policy on harassment and our complaint process.

V. Complaint Investigation

When we receive a complaint, we will promptly investigate the allegation in a fair and expeditious manner to determine whether there has been a violation of our policy. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances, but confidentiality cannot be guaranteed. Our investigation may include private interviews with the person filing the complaint and with witnesses. We may also interview the person alleged to have committed harassment. The complainant, the person alleged to have committed harassment, and all witnesses are required to fully cooperate with all aspects of an investigation. When we have completed our investigation, we will inform the person filing the complaint and the person alleged to have committed the harassment that the investigation has been completed. Notwithstanding any provision of this policy, we reserve the right to investigate and act on our own initiative in response to conduct which may constitute harassment or otherwise be inappropriate, regardless of whether an actual complaint has been filed.

VI. Disciplinary Action

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

VII. State and Federal Remedies

In addition to the above, if you believe you have been subjected to discriminatory harassment of any type, including sexual harassment, you may file a formal complaint with either or both government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies requires that claims be filed within three hundred (300) days from the alleged incident or when the complainant became aware of the incident.

The United States Equal Employment Opportunity Commission (“EEOC”)

One Congress Street, 10th Floor, Boston, MA 02114,
(617) 565-3200

The Massachusetts Commission Against Discrimination (“MCAD”)

Boston Office:

One Ashburton Place, Room 601, Boston, MA 02108
(617) 727-3990

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

Worcester Office: 484 Main Street, Room 320, Worcester, MA 01641
(508) 799-6379

ANTI-DISCRIMINATION AND ANTI HARASSMENT
POLICY INCLUDING SEXUAL HARASSMENT

This acknowledges that I have received and reviewed the Compact's Anti-Discrimination and Anti-Harassment Including Sexual Harassment Policy ("Policy"). By signing this form, I agree to abide by the Policy and any Guidelines promulgated thereunder, and I agree to review periodically any changes or modifications. I recognize that the law and associated Policy regarding discrimination and harassment are continually evolving. Therefore, I understand that my regular review of this Policy, as it may be amended, is required.

Print Name: _____

Signature: _____

Date: _____

To be included in employee's personnel file.

APPENDIX B

REMOTE WORK POLICY

Policy: Work-from-home or remote work policies are traditionally viewed as a strategy to provide more flexibility or a work-life balance option for employees. However, the Cape Light Compact (Compact) believes that moving forward and post COVID-19, providing a remote work option, when possible, can increase employee productivity and satisfaction, help recruit and retain talent, save employees hours spent commuting, address office space needs, and significantly reduce the Compact's workforce carbon footprint.

This policy establishes guidelines for administering and evaluating remote work requests or assignments. The option to work remotely allows employees to work from home or another location on a part-time basis. It is expected that most remote work arrangements will permit one or two days of remote work on a weekly basis and not every employee will have the ability to work remotely due to their specific job responsibilities or work productivity. The ability to work remotely is not an entitlement or benefit of employment; it is an alternative means of meeting the needs of the Compact outside of the office. In some cases, employees may be mandated to work remotely to ensure continuity of operations in the event of an emergency such as inclement weather, a pandemic, a lack of available space, or under other extenuating circumstances. While remote work provides some flexibility in an employee's schedule, the remote work arrangement is not designed to be a substitute or replacement for childcare.

The option to work remotely requires the approval of the employee's supervisor and the Compact Administrator. All employees who are eligible to work remotely must read this Remote Work policy and complete the application and agreement forms in advance. Participation in the remote work arrangement will not alter the employee's terms or conditions of employment with the Compact, except for those specifically addressed as part of a Remote Work Agreement. Any remote arrangements made will be on a trial basis for the first thirty (30) days and may be discontinued at will and at any time at the request of either the telecommuter or the employee's supervisor.

Any decision regarding the eligibility to work remotely shall be at the sole discretion of the Compact.

Eligibility: Eligibility to work remotely on a consistent or routine basis is contingent on job responsibilities (rather than job title), type of position (supervisory or public facing), work habits, and work schedule. Moreover, jobs acceptable for remote work are those that can be performed without diminishing the quality of work, level of services provided, and without disrupting productivity. This policy does not apply to seasonal, or temporary employees.

Routine Remote Work

Routine remote work arrangements are for ongoing purposes, include both full and part-time requests, and must be supported by a written agreement that specifies the requirements and details of the arrangement.

Routine part-time remote working arrangements must be approved by an employee's supervisor and the Compact Administrator. The arrangement is for a defined period or can continue indefinitely with bi-annual review.

Procedures

Employees Requesting a Remote Work Assignment

1. An employee interested in working remotely must first initiate a discussion with their immediate supervisor to determine eligibility.
2. If the immediate supervisor is supportive of the request to work remotely, the employee must submit the Remote Work application to the Compact Administrator for review and final approval.
3. If approved, the employee will be required to read and agree to this Remote Work Policy and the Technical Guidelines and submit confirmation of this to his/her immediate supervisor.
4. Prior to starting their remote work assignment, the employee will be required to complete the Remote Work Survey to help the Compact gather data and evaluate the program.
5. After all paperwork is complete and the survey has been submitted, the employee can begin their remote work assignment.

Managing Remote Work Assignments

Each supervising employee is responsible for evaluating and approving remote work requests. The arrangement is intended to benefit the Compact and its employees without putting an undue burden or added expense on other employees or the services provided by the Compact. All questions on request for remote work should be directed to the Compact Administrator.

When evaluating a remote work request, the supervising employee should consider whether the employee has a record of satisfactory performance (evaluation) in the workplace, and has demonstrated the ability to:

- Prioritize work to meet deadlines
- Accomplish job duties with minimal supervision

- Communicate effectively with clients, stakeholders, supervisors, and team members
- Manage time effectively; and that
- Operational demands are unaffected and met without an impact to other employees.

After evaluating the employee's request to work remotely, the supervising employee must:

- Ensure the employee making the request reads the policy and completes the appropriate paperwork and survey
- Set clear expectations with the employee by creating a communication plan, regularly checking in with the employee, and auditing non-exempt employees' time records regularly to confirm compliance and accuracy; and
- At the conclusion of the 30-day trial period, will review the remote work plan with the employee to discuss the success/shortcomings of the arrangement and to make any necessary adjustments based on those reviews. Annual reviews of the remote arrangement should be conducted thereafter.

Contingency Plans

The Compact Administrator reserves the right to cancel, modify, or suspend a work-from-home assignment as necessary to address planned or unplanned short-term and long-term employee absences, emergencies, and vacations. This also includes mandatory meetings, trainings, or other work assignments.

Expectations

Employees working remotely are required to comply with all Compact policies and regulations that would apply if the employee were at their normal worksite. Employees working remotely are expected to be actively working during the agreed upon hours of work and must be available to communicate promptly via email, telephone, or any other means of virtual communication. The employee shall immediately notify the supervisor when unable to perform work assignments due to equipment failure or other unforeseen circumstances. Supervisors may reassign employees to another project and/or work location in the event of equipment failure.

The employee may not hold any business meetings with internal or external clients, citizens, or colleagues at their remote work site and may not conduct any unauthorized external (non-work) during their remote work schedule.

Daily contact between the employee and their immediate supervisor may be necessary to verify that the employee is actively working and to resolve any problems that may arise. Employees working remotely may require more frequent interaction and communication between the employee and their supervisor and with other employees.

Communication must be at a level consistent with employees working at the office or in a manner and frequency appropriate for the job and the individuals involved. Supervisors may require employees to provide reports or updates of work performed or accomplished while working remotely.

Any variable expenses accrued as a result of the employee choosing to remote work will be borne by the employee. The Compact will not reimburse an employee for expenses related to an internet connection for the remote work site. To the extent possible, employees should arrange their schedule to print documents while at their official workstation. Supplies required to complete assigned work at the remote work site shall be obtained from the Compact during the remote worker's in-office work periods.

Work Schedule, Work Environment & Equipment

Work Schedule

It is the responsibility of employee working remotely to track and record their time correctly. An employee may be asked to provide evidence or regular updates to their supervisor.

Participation in a remote work plan does not limit the number of hours that an exempt employee must work to accomplish those responsibilities.

All employees on a remote work plan will be required to take leave to accommodate personal business at their home or sick leave if the employee is unable to work remotely due to illness. While remote work provides some flexibility in an employee's schedule, the remote work arrangement is not designed to be a substitute or replacement for childcare.

A remote work plan does not otherwise alter the basic terms and conditions of employment including wages, overtime compensation, insurance benefits, paid leave, salary reviews, workers compensation, etc. and the employee must comply with any applicable state and federal laws including wage and hour laws which regulate the payment of overtime for non-exempt employees. The employee must receive advance approval from their supervisor for any overtime work or flexing of their remote work schedule. Employees must also report to their supervisor any absences from duty during remote work hours in the same manner as if they were scheduled to be at their assigned duty station and employees will not be paid for travel between the remote work site and the employee's official workstation.

Work Environment

The employee is responsible for setting up or establishing a suitable work environment for purposes of working remotely. The area should be free from obvious safety hazards and suitable for the type of work being performed by the employee. The Compact will

not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture, or lighting, nor for repairs or modifications to the home office space.

Equipment & Software

The Compact will determine the equipment needs for each employee on a case-by-case basis and in accordance with the Compact's standard policies and procedures. Equipment supplied by the Compact is to be used for work purposes only and may not be used by anyone other than the employee. The employee understands that all Compact equipment issued to the employee as part of the remote work arrangement remains the property of the Compact at all times.

- The Compact will work with employees to ensure they have the proper equipment, access to email, the Compact's network, and remote communication tools available to them working from home.
- The Compact will maintain an inventory of all Compact property assigned to an employee for the purposes of working remotely. The employee agrees to take appropriate action to protect items from damage and theft. Employees shall report any damage to or theft of Compact-issued property to their supervisor immediately, and in all cases within one (1) work day.
- The Compact will not accept responsibility for damage or repairs to employee-owned equipment.
- Upon the end of the remote work assignment or termination of employment, all Compact property will be promptly returned, unless other arrangements have been made.

Security and Safety

Consistent with the Compact's expectation of information security for employees who have a physical presence working at the office, employees working remotely will be expected to ensure the protection of confidential information accessible while working from home. As such, the employee must sign out of their remote connection and/or Compact-owned computer when not at their computer to ensure the security and the integrity of the Compact's network. Any information that is considered confidential or protected will not be removed from Compact's office unless expressly approved in advance by a supervisor. The employee is also expected to adhere to all Compact policies concerning information security and technology use.

Workers' Compensation

Employees are expected to maintain a home workspace that is free from safety hazards and other dangers to the employee and Compact-issued equipment. Employees

working remotely are covered by workers' compensation for job-related injuries that occur in the course and scope of employment. When the employee is working from home, workers' compensation does not cover injuries that are not job related and the Compact assumes no liability for injuries to the employee or others occurring in the employee's home workspace outside the agreed-upon work hours. Further, the Compact is not liable for loss, destruction, or personal injury that may occur in or to the employee's home and/or non-employee property. This includes family members, visitors, or others that become injured within or around the employee's home. Employees are responsible for the timely reporting of workers' compensation injuries.

Compensation & Benefits

Unless otherwise agreed due to changes in responsibilities or hours worked, an employee's compensation, benefits, work status, and work responsibilities will not change due to working from home. Vacation or sick time leave used on a scheduled remote workday will be administered under the same provisions as leave used on days an employee would otherwise be in the office.

Termination of Agreement

An employee's remote working assignment is at the sole discretion of the Compact. The Compact reserves the right to modify or terminate such agreement with ten (10) days' notice, at any time for any reason. As such, no Compact employee is entitled to or guaranteed the opportunity to work remotely. The Compact further reserves the right to terminate an employee's remote work arrangement with ten (10) days' notice in the event that the employee fails to maintain satisfactory performance as determined by the employee's supervisor. The Compact will not be held responsible for costs, damages, or losses resulting from termination of an employee's participation in the remote working program. The Remote Work Agreement is not a contract of employment and may not be construed as such.

Roles and Responsibilities

Employees

Employees who work remotely or plan to work remotely are responsible for:

- Ensuring that a high level of public service is maintained and that abuses of this policy do not occur;
- Initiating a written request if they are interested in entering a remote work agreement;
- Reporting to their immediate supervisor as early as possible if they are unable to work on a remote work day;

- Establishing and maintaining an adequate, safe, and ergonomic workspace in their home;
- Maintaining appropriate care and security of any Compact equipment used at the employee's home. Employees who work remotely from home are subject to the same internal Compact policies regarding the use of Compact provided equipment (hardware and software) and services as that of employees at the centrally located worksite. Employees shall return all Compact provided equipment within fourteen (14) days after the completion of their remote work agreement. Employees are responsible for maintenance and repair of their personally owned equipment;
- Maintaining the confidentiality of Compact information and documents, preventing unauthorized access to any Compact system or information, and disposing of work-related documents in a manner that will not jeopardize the interests of the Compact;
- Avoiding any injuries to third parties and/or members of the employee's family on the employee's premises during the employee's telecommuting work period;
- Abiding by all of the terms of Compact's Remote Work Policy.

Supervisors

Supervisors are responsible for:

- Reviewing employee requests for working remotely and making recommendation for approval or denial to the Compact Administrator;
- Ensuring that a high level of public service is maintained and that abuses of this policy do not occur;
- Communicating to the employee performance expectations and monitoring accomplishment of those expectations;
- Abiding by all of the terms of Compact's Remote Work Policy;
- Monitoring policy use to ensure that the policy is being applied consistently.

Compact Administrator

Compact Administrator is responsible for:

- Reviewing employee requests and recommendations from an employee's supervisor for remote work and either approving or denying the requests. If an employee's request is denied, a reason must be provided to the employee.

- Providing written notice granting or denying requests and written notice for termination of agreements to employees.

APPENDIX C

COMPUTER USE POLICY

The Compact's objectives in developing this policy are to address the ethical and appropriate use of technology resources, to maintain the security of the network, and to enable Compact employees to deliver better services to residents at lower costs. This document formalizes the policy for all Compact employees on the use of information technology resources (ITRs), including computers, printers, cell phones and other peripherals, programs, data, e-mail, and the Internet.

Use of Compact ITRs by any employee shall constitute acceptance of the terms of this policy and any such additional policies. It is the responsibility of any person using Compact ITRs to read, understand, and follow this policy. Failure to observe this policy may subject individuals to disciplinary action, including termination of employment. In addition to this policy. Any person with questions regarding the application or meaning of this policy should seek clarification from the Compact Administrator or his/her designee.

Employees are encouraged to use ITRs to the fullest extent in pursuit of the Compact's goals and objectives. While ITRs are provided for Compact business only, incidental personal use is permitted providing that it does not conflict with the security guidelines of this policy, interfere with workstation or network performance, or result in employee productivity loss.

It is unacceptable for any person to use Compact ITRs to:

1. perpetrate an illegal act, including violation of any criminal or civil laws or regulations, whether state or federal;
2. for a political purpose;
3. for a commercial purpose;
4. to send threatening or harassing messages, whether sexual or otherwise;
5. to access or share sexually explicit, obscene, or otherwise inappropriate materials to infringe any intellectual property rights;
6. to gain, or attempt to gain, unauthorized access to any computer or network;
7. for any use that causes interference with or disruption of Compact ITRs, including propagation of computer viruses or other harmful programs;
8. to intercept communications intended for other persons;
9. to misrepresent either the Compact or a person's role at the Compact;

Unless such use is reasonably related to an employee's job, and permission has been granted by the Compact, it is unacceptable for any person to use Compact ITRs: to access social media sites, to access external email/webmail services, to access external networks or Internet-based file sharing services.

In the course of performing their jobs, employees often have access to confidential or proprietary information such as personal data about identifiable individuals or

commercial information about business organizations. Under no circumstances is it permissible for employees to acquire access to confidential data unless such access is required by their jobs. Under no circumstances may employees disseminate any confidential information that they have access to, unless such dissemination is required by their jobs.

E-mail, texts, and other electronic messages

Unless not required by job function, all employees will be provided with an email address. Some employees will also be issued a cell phone by Compact. All e-mail, texts or other electronic messages created or received by an employee on a Compact computer/device may be a public record and subject to public access and disclosure through the provisions of the MA Public Records Law, MGL c.66 §10. Employees should be aware that all e-mail, texts, and other electronic messages sent/received through a Compact email account is permanently archived by ITD. Private email (i.e., a commercial email system or service, separate and apart from the Compact's primary email system) texts, or other electronic messaging is not an authorized or official method of communicating business related information.

Compact ITRs are the property of the Compact and are to be used in conformance with this policy. The Compact retains control over the efficient and proper operation of the workplace and reserves the right to monitor, access, review, copy, store, or delete any electronic communications without prior notice, including personal messages, from any system for any purpose and to disclose them to others as it deems appropriate. Employees should be aware that ITD, in order to ensure proper network operations, routinely monitors network traffic. Use of Compact ITRs constitutes express consent for the Compact to monitor and/or inspect any data that users create or receive, any messages they send or receive, and any web sites that they access.

APPENDIX D

MOTOR VEHICLE USE POLICY

It is the policy of the Compact that all Compact vehicles are operated with due care and in accordance with all local and state traffic regulations and laws. A valid Massachusetts Driver's License is required to operate a Compact vehicle. No person shall operate a Compact vehicle without receiving permission from a supervisor authorized to do so.

The following activities are prohibited when using any Compact vehicle:

- Operating a vehicle while impaired by alcohol or drugs;
- Transporting or storing alcoholic beverages in a vehicle;
- Operating a vehicle in an unsafe or improper manner;
- Pushing another vehicle; or
- Jump starting another vehicle other than a Compact vehicle.

In order to ensure the safety of its employees, the Compact requires the use of safety belts at all times.

Whenever any employee operating or assigned a Compact vehicle is either:

- Involved in a motor vehicle crash, regardless of property damage or personal injury, or
- Otherwise damages or discovers damage to a Compact vehicle,

The following procedures shall be followed:

- The employee will notify his/her supervisor as soon as practical;
- The employee will submit a written statement to the Supervisor as soon as practical;
- The Supervisor will prepare and submit a report;
- Copies of all reports will be forwarded to the Director as soon as practical.

APPENDIX E SOCIAL MEDIA POLICY

Introduction

The Compact social media sites and social networking sites (collectively “social media sites”) are designed to further enhance communications with its customers and others in support of the Compact’s goals and objectives. The Compact has the ability to publish articles, facilitate discussions, and communicate information through such media to conduct official Compact business.

Social media sites facilitate further discussion of Compact business, operations, and services by providing members of the public the opportunity to participate in many ways using the Internet.

This policy sets forth general guidelines that must be adhered to with respect to utilization of social media sites for official Compact purposes. Questions regarding this Policy should be directed to the Compact Administrator. These guidelines may be supplemented by more specific administrative procedures and rules as may be issued.

Furthermore, this Policy may be amended from time to time and is meant to be read in conjunction with all other applicable policies and procedures of the Compact.

DEFINITIONS

1. “Social media sites” and “social networking sites” refer to websites that facilitate user participation, networking, and collaboration through the submission of user generated content. Social media in general includes tools such as: blogs, wikis, microblogging sites (such as Twitter), social networking sites (such as Facebook and LinkedIn), video sharing sites (such as YouTube), and bookmarking sites such as Del.icio.us.
2. A “social media identity” is a specific user identity or account that has been registered on a third-party social media site.
3. A “blog” (an abridgement of the term web log) is a Compact website with regular entries of commentary, descriptions of events, or other material such as graphics or video.
4. A “moderator” is an authorized Compact official (appointed or elected) or employee who reviews, authorizes, and allows content submitted by the Compact officials, employees, and public commentators to be posted to Compact social media site(s).

POLICY

1. All Compact social media sites shall be:

- a) approved by Compact Administrator or his/her designee and
- b) published using social media platform and tools approved by the Compact Administrator or his/her designee.

2. The official posting for the Compact will be done by the Compact Administrator or their designee.

3. All Compact social media sites shall adhere to applicable state, federal and local laws, regulations, and policies including the Public Records Law, Public Records retention schedules, Open Meeting Law, Copyright Law, and other applicable Compact policies.

4. Public Records Law and e-discovery laws and policies apply to social media content. Accordingly, such content must be able to be managed, stored, and retrieved to comply with these laws. Furthermore, once such content is posted on a social media site, it should stay posted, unless it is removed for one of the reasons set forth below in paragraph Numbers 10 or 11, or it is changed to fix spelling or grammar errors.

5. All social media sites and entries shall clearly indicate that any content posted or submitted is subject to public disclosure.

6. Each Compact social media site shall include an introductory statement which clearly specifies the purpose and topical scope of the blog and social media/network site. Where possible, social media sites should link back to the official Compact Internet site for forms, documents, and other information.

7. Each Compact social media site shall indicate to users that the site is subject to a third party's website Terms of Service. Furthermore, each Compact social media site shall indicate that: the social media site provider could collect personal information through user's use of the social media site, that this personal information may be disseminated by the third party, and that such dissemination may not be governed or limited by any state, federal or local law or policy applicable to the Compact.

8. All social media sites shall clearly indicate that they are maintained by the Compact and shall have the Compact contact information prominently displayed.

9. The Compact reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law.

10. Compact social media content and comments containing any of the following forms of content shall not be allowed for posting:

- a) Comments or content not topically related to the particular site or blog article being commented upon;
- b) Profane, obscene, or vulgar language or content;

- c) Comments or content that promotes, fosters, or perpetuates discrimination on the basis of race, color, gender, gender identity, national origin, religion, ancestry, age, sexual orientation, disability, maternity leave, genetic information, or active military status;
- d) Comments or content that is threatening or harassing;
- e) Sexual comments, content, or links to sexual content;
- f) Conduct or encouragement of illegal activity;
- g) Information that may tend to compromise the safety or security of the public or public systems;
- h) Content that violates a legal ownership interest of any other party;
- i) Protected health information;
- j) Personnel information; or
- k) Other information that is not public record or is otherwise privileged from public disclosure.

11. All Compact social media moderators shall be trained regarding the terms of this policy, including their responsibilities to review content submitted for posting to ensure compliance with the policy.

12. Where appropriate, Compact IT security and/or computer use policies shall apply to all social media sites and articles.

13. Officials (elected or appointed) and employees representing the Compact via social media sites must conduct themselves at all times as a representative of the Compact and in accordance with all applicable rules, regulations, and policies (including personnel policies) of the Compact.

14. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

EMPLOYEE GUIDELINES FOR USE OF SOCIAL MEDIA SITES

1. Electronic Communications and Computer Usage Policy. All employees are responsible for understanding and following the Compact's Electronic Communications and Computer Usage Policy, in addition to this Policy.

2. First Amendment Protected Speech. Although the Compact can moderate the social media sites that accept comments from the public (such as blogs and wikis) to restrict speech that is obscene, threatening, discriminatory, harassing, or off topic, employees cannot use the moderation function to restrict speech with which the Compact merely disagrees (i.e., subject matter restrictions). Users have some First Amendment rights in posting content to public social media sites hosted by municipalities. Moderators must respect those rights by posting all comments other than those excluded for specific legitimate reasons, as referenced above.

3. Copyright Law. Employees must abide by laws governing copyright and fair use of copyrighted material owned by others. Never reprint whole articles or publications

without first receiving written permission from the publication owner. Never quote an excerpt of someone else's work without acknowledging the source, and, if possible, provide a link to the original.

4. Conflict of Interest. Employees are prohibited from using social media to engage in any activity that constitutes a conflict of interest for the Compact or any of its employees, as defined by G.L. c. 268A.

5. Protect Confidential Information. Never post legally protected personal information that you have obtained from the Compact (e.g., information that is not public record under the Public Records Law, G.L. c.66, §10 and G.L. c. 4, §7(26), or whose dissemination is restricted under applicable Federal or State privacy laws or regulations). Ask permission to publish or report on conversations that occur within the Compact. Never post information about policies or plans that have not been finalized by the Compact.

6. Consider Your Content. As informal as social media sites are meant to be, if they are on a government domain or a government identity, they are official government communications. Social media sites will be sought out by mainstream media – so a great deal of thought needs to go into how you will use the social media in a way that benefits both the Compact and the public. Employees should not comment about rumors, political disputes, or personnel issues, for example.

7. Handling Negative Comments. Because the purpose of many social media sites, blogs, and wikis is to get feedback from the public, you should expect that some of the feedback you receive will be negative. Some effective ways to respond to negative comments include:

- a) Providing accurate information in the spirit of being helpful;
- b) Respectfully disagreeing; and
- c) Acknowledging that it is possible to hold different points of view.

8. Respect Your Audience and Your Coworkers. Do not use ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the workplace. Do not be afraid to be yourself but do so respectfully. This includes not only the obvious (no ethnic slurs, personal insults, obscenity, threats of violence, etc.) but also proper consideration of privacy and of topics that may be considered objectionable or inflammatory—such as party politics and religion. Do not use the Compact's social media presence to communicate among fellow Compact employees. Do not air your differences with your fellow Compact employees on the Compact's social media's sites.

9. Mistakes. The Compact policy is that once something is posted, it should stay posted. Only spelling errors or grammar fixes should be made without making the change evident to users. If you choose to modify an earlier post, make it clear that you have done so—do not remove or delete the incorrect content; provide the correct information and apologize for the error. Ways to accomplish this include:

- a) Strike through the error and correct; or
- b) Create a new post with the correct information, and link to it from the post

you needed to correct or clarify.

Either method is acceptable. In order for the social media identity or site to achieve transparency, the Compact cannot change content that has already been published without making the changes clearly evident to users.

10. Media Inquiries. Compact social media identities or sites may lead to increased inquiries from the media. If you are contacted directly by a reporter, you should refer media questions to the Compact Administrator or her/his designee.

11. Personal Comments. Make it clear when you are speaking for yourself as a resident or stakeholder, and not on behalf of the Compact. If you publish content on any social media site of the Compact and it has something to do with the work you do or subjects associated with the Compact, use a disclaimer such as this: "The postings on this site are my own and don't necessarily represent the Compact's positions or opinions."

12. Employee or Official Profile. If you identify yourself as a Compact employee or official, ensure your profile and related content is consistent with how you wish to present yourself to colleagues, residents, and other stakeholders.

13. Defamation. Be aware that employees acting in their individual capacity (not on behalf of the Compact) are not immune from defamation claims. Under Massachusetts law, defamation is established by showing that the defendant published a false, non-privileged statement about the plaintiff to a third-party that either caused the plaintiff economic loss or was of the type that is actionable without proof of economic loss. Some statements, like imputation of a crime, are defamatory *per se*. Avoid statements that may be interpreted as defamatory.

Records Retention. Social media sites will contain communications sent to or received by Compact officials and employees, and they are therefore Public Records. Ensure that the Compact retains a copy of the social media content in accordance with Public Records Retention Schedules. Review the third-party social media service provider's terms of service for its record retention practices. Note that while third party social media providers will most likely save your content for some period of time, they generally will not save it indefinitely. To the extent their policies are inconsistent with Public Records Retention Schedules, the Compact should retain copies of social media posts such as by printing or otherwise storing periodic "snapshots" of the social media sites.

14. Open Meeting Law. Be aware of the Open Meeting Law and possible violations for improper deliberations outside of a posted meeting. A series of individual postings on a social media site cumulatively may convey the position of a quorum of a governmental body regarding a subject within its jurisdiction and may constitute improper deliberation among the members of a board or committee.

APPENDIX F

WORKPLACE VIOLENCE POLICY

The Compact intends to provide a professional environment that is free of violence, threats of violence, harassment, intimidation, or other disruptive behavior by establishing preventative measures, providing training and education, providing assistance and support to those who have been exposed to workplace or domestic violence, and holding accountable those responsible for workplace violence. The Compact provides employment protections for an employee who is, or whose family member is, a victim of abusive behavior including domestic violence, or have family members that are victims. It is intended that all management tools be employed to accomplish the goal of avoiding or at the very least reducing the effect of workplace violence on the victim(s) and providing consequences to those who commit workplace violence. Management will utilize available resources such as the Compact's Employee Assistance Program, the Administrator, law enforcement, and all applicable personnel policies and procedures to accomplish these goals.

The Compact maintains a zero-tolerance policy toward workplace violence, or the threat of violence, by or against any of its employees, elected or appointed officials, volunteers working for the Compact, customers, the general public, and/or anyone who conducts business with the Compact. It is the intent of the Compact to provide a safe, healthy workplace, which is free of violence, threats of violence, harassment, intimidation, or other disruptive behavior.

The best way to prevent workplace violence is to raise the awareness of supervisors and employees and to encourage early reporting and resolution of problematic behavior before it escalates into violence. All employees are responsible for helping maintain a violence-free workplace. To that end, each employee is required to govern themselves accordingly. The Compact does not permit or allow weapons of any kind on or in Compact owned or operated buildings, vehicles, or worksites. Weapons of any kind are not to be on your person while conducting business on behalf of the Compact or while commuting for business for the Compact. In addition, any employee experiencing or witnessing an act of violence is strongly encouraged to report it to their immediate supervisor and/or the Administrator. Threats, assaults, or other observed criminal behavior that are of an emergency nature and require immediate attention should first be reported to the Police Department via 911.

Each act or threat of violence will be investigated and appropriate action will be taken. Any such act or threat may lead to discipline, up to and including termination.

Definitions:

Workplace violence is any act committed by or against an employee or other affected individual within the context of that individual's involvement with the Compact that creates a hostile work environment and negatively affects the individual, either physically or psychologically, and includes, but is not limited to, harassment, stalking, coercion, intimidation, threats, physical attack, or property damage.

Domestic violence The Employment Leave for Victims and Family Members of Abuse Law was signed into law on August 8, 2014, and became effective immediately. See Section 8.13

An **employee or other affected individual** refers to any individual who serves in the capacity of an elected official, appointed member to a board, commission, or committee, volunteer working for the Compact, employee of the Compact, consultant or contractor retained by the Compact, or visitor who is engaged in some form of business or activity with the Compact.

Harassment is behavior that intimidates, disturbs, upsets, or threatens a person.

Intimidation is an act intended to frighten, coerce, or induce duress or fear.

A **threat** is the expression of an intent to cause physical or mental harm regardless of whether the person communicating the threat has the present ability to carry out the threat and regardless of whether the threat is contingent, conditional, or future. A threat of violence includes, but is not limited to, any act of physical aggression, any verbal or written statements, harassing telephone calls, harassing email messages, gestures, expressions, or behaviors such as stalking that could be perceived as an intention to cause physical or mental harm to any employee or other affected individual.

Physical attack is intentional, unwanted hostile physical contact with another person such as hitting, fighting, pushing, shoving, sexual assault, assault with a weapon or other device used as a weapon, or throwing objects.

Property damage is intentional damage to property, which includes property owned by the Compact, elected officials, appointed board, commission, or committee members, employees, volunteers, visitors, vendors, consultants, or contractors.

Weapons are defined to include all devices that are intended to threaten, inflict harm, injury, or death to an individual, such as, but are not necessarily limited to, firearms, knives, throwing devices, chemical and inert sprays or agents, stun guns, clubs, or types of devices that are designed to discharge some type of projectile, as well as any other type of device used to inflict injury to another individual, or to threaten to do so.

Workplace Violence Takes Several Forms:

- ***Violence by strangers*** – involves verbal threats, threatening behavior or physical assaults by an assailant who has no legitimate business relationship with the Compact.
- ***Violence by customers*** – the assailant who is doing business with the Compact.
- ***Violence by co-workers*** – the assailant has some employment related involvement with the workplace such as former employee, co-worker, Administrator, or board member.

- **Violence by personal relationship** – including spouse, partner, former spouse, former partner, friend, acquaintance.

Prevention of Workplace Violence:

The Compact subscribes to the concept of a safe work environment and supports the prevention of workplace violence. Prevention efforts include, but are not limited to, informing employees of this policy, instructing employees regarding the dangers of workplace violence, communicating the sanctions imposed for violating this policy, and providing a reporting hierarchy within to report incidents of violence without fear of reprisal.

Procedure for Reporting Threat:

Each incident of violent behavior, whether the incident is committed by another employee or an external individual such as a customer, vendor, or citizen, must be reported to a supervisor and the Administrator. Threats, assaults, or other observed criminal behavior that are of an emergency nature and require immediate attention should first be reported to the Police Department via 911. The Administrator will work with the Supervisor, the Chief of Police, and the Compact Administrator to assess and investigate the incident and determine the appropriate action to be taken. The Administrator, when appropriate, will inform the victim of his/her right to have the Police Department notified.

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

Employees who report incidents of workplace violence may request to do so confidentially. Such requests will be honored to the degree reasonable under the circumstances; however, there is no guarantee of complete confidentiality. The Compact shall be sensitive to the employee's fear of reprisal. Information will be released only on a need-to-know basis in order to thoroughly investigate and resolve the matter. The identity of the individual making the report will be protected as much as is practical.

It is a violation of this policy to engage in any act of workplace violence. Any employee who has been determined to be in violation of this policy will be subject to disciplinary action up to and including termination and, depending upon the violent act, may be subject to criminal sanctions.

Should an employee commit an act of violence and it is determined in the investigation that the employee did in fact commit the violent act, he/she may be referred to the EAP by the Administrator. In these cases, failure by the employee to keep the initial appointment with the EAP and follow through with the prescribed program may result in disciplinary action, including termination.

Should an employee become the victim of an incident of workplace violence, the Supervisor or the Administrator may offer additional referral services to assist in coping with any effects of the incident.

Violations:

Any violation of this policy will result in disciplinary measures, up to and including termination and, depending upon the violent act, may be subject to criminal sanctions.

Employees are required to immediately report any violation of this policy to his or her immediate supervisor or the Administrator Director.

All reported violations of this policy will be investigated by the Compact and/or the appropriate authority.

Inspections:

Compact property furnished to anyone covered by this policy is subject to inspection with or without notice. This includes, but is not limited to, offices, desks, telephones, cell phones, computers, laptops, lockers, vehicles, etc. The Compact also reserves the right to enter or inspect work areas. Employees have no expectation of privacy with regard to any equipment issued by the Compact.

APPENDIX G PREGNANCY AND PREGNANCY- RELATED CONDITIONS POLICY

I. Introduction

The Compact does not discriminate on the basis of pregnancy and pregnancy-related conditions.

II. Application of the Pregnant Workers Fairness Act ("the Act"),

The Compact will:

- Upon request for an accommodation, communicate with the employee in order to determine a reasonable accommodation for the pregnancy or pregnancy-related condition. This is called an "interactive process," and it will be done in good faith. A reasonable accommodation is a modification or adjustment that allows the employee or job applicant to perform the essential functions of the job while pregnant or experiencing a pregnancy-related condition, without undue hardship to the Compact;
- Accommodate conditions related to pregnancy, including post-pregnancy conditions such as the need to express breast milk for a nursing child, unless doing so would pose an undue hardship on the employer. "Undue hardship" means that providing the accommodation would cause the Compact significant difficulty or expense;
- Will not require a pregnant employee to accept a particular accommodation, or to begin disability or parental leave if another reasonable accommodation would enable the employee to perform the essential functions of the job without undue hardship to the Compact;
- Will not refuse to hire a pregnant job applicant or applicant with a pregnancy-related condition, because of the pregnancy or the pregnancy-related condition, if an applicant is capable of performing the essential functions of the position with a reasonable accommodation.
- Will not deny an employment opportunity or take adverse action against an employee because of the employee's request for or use of a reasonable accommodation for a pregnancy or pregnancy-related condition.
- Will not require medical documentation about the need for an accommodation if the accommodation requested is for: (i) more frequent restroom, food or water breaks; (ii) seating; (iii) limits on lifting no more than 20 pounds; and (iv) private, non-bathroom space for expressing breast milk. The Compact may, however, request medical documentation for other accommodations.

III. Complaints of Pregnancy and/or Pregnancy-Related Discrimination

If you believe that you as an employee have been subjected to pregnancy and/or pregnancy-related discrimination, you have the right to file a complaint with the Compact. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting the Compact Administrator Margaret T. Downey, 508-375-6636, mdowney@capelightcompact.org. She or her designee will be available to discuss any concerns you may have and to provide information to you about our policy and our complaint process.

IV. Investigation

When the Compact receives the complaint, it will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The investigation will include a private interview with the person filing the complaint and with witnesses. When the investigation is completed, the Compact, to the extent appropriate will inform the person filing the complaint the results of the investigation.

If it is determined that inappropriate conduct has occurred, the Compact will act promptly to correct the condition.

V. Disciplinary Action

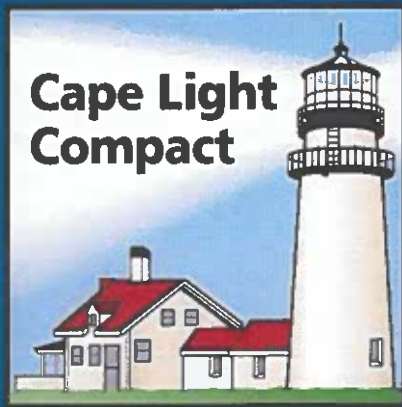
If it is determined that inappropriate conduct has been committed by an employee, the Compact will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment and may include such other forms of disciplinary action as it deem appropriate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

VI. State and Federal Remedies

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

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

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



**Cape Light
Compact**

*Your Trusted, Local
Energy Resource*

2022 – 2024 Energy Efficiency Plan Compliance Filing



Objective

- Provide an overview of the April 1st Compliance Filing required by the MA Department of Public Utilities (DPU) in their Order on the Program Administrator's (PA) and the Cape Light Compact's (CLC) 2022-2024 Energy Efficiency Plan



Residential Lighting

- DPU found that the PAs should not discontinue offering lighting measures to all residential customers and required PAs to offer
- DPU also required PAs to conduct a study to assess remaining lighting savings opportunities for renters, moderate income, minority and limited English-proficiency customers
- CLC added residential lighting measures to 2022 only, consistent with other PA assumptions
 - Increases CLC costs by about \$147k and benefits by about \$80k
- The DPU required Study is underway and due by September 30, 2022



Fossil Fuel Heating Systems

- DPU directed the PAs to continue offering fossil fuel heating and water heating measures as long as savings opportunities remain
- CLC added residential fossil fuel heating and water heating measures to the plan. Increasing both the budget and benefits

2022-2024 Totals	Dec 2021	Apr 2022	Difference
A - Residential			
Budget	\$ 164,800	\$ 753,113	\$ 588,313
Benefits	\$ 652,997	\$ 2,502,547	\$ 1,849,550



Scorecards

- DPU directed the PAs to file a formal energy scorecard proposal, and to remove costs associated with the energy scorecards from the RCS budget until the DPU approves the proposal
- CLC removed \$1.6 million per year; \$4.8 million for the term
- No impact on benefits



Social Cost of Carbon

- Starting with the 2022-2024 Plan, the PAs are required to include the social value of greenhouse gas emission reduction as a benefit in their cost-effectiveness analyses
- DPU significantly reduced the SCC value, which reduces benefits
 - PAs proposed SCC value of \$393/short ton based on a 1% discount rate
 - DPU approved SCC value of \$128/short ton based on a 2% discount rate
- Reduces CLC's benefits by about 30%, or \$155 million for the plan term

2022-2024 Total Environmental Benefits (\$M)	Apr 2022, SCC \$393/short ton	Apr 2022, SCC \$128/short ton	Difference
A - Residential	\$ 165.5	\$ 56.0	\$ (109.6)
B - Income Eligible	\$ 16.2	\$ 5.3	\$ (10.9)
C - Commercial & Industrial	\$ 50.7	\$ 16.1	\$ (34.6)
Grand Total	\$ 232.4	\$ 77.3	\$ (155.1)



CLC Environmental Justice Communities (EJCs)

Aquinnah	Edgartown
Barnstable	Falmouth
Bourne	Harwich
Chatham	Oak Bluffs
Dennis	Tisbury
Eastham	Yarmouth

- DPU changed the definition for EJCs to focus more on prior energy efficiency program participation
- In the proposed plan, CLC had one EJC (Eastham)
- CLC now has 12 EJCs
- EJ communities have specific reporting requirements



Heat Pumps + Weatherization

- DPU finds the Plans should be designed to ensure weatherization is completed prior to electrification to the extent possible to minimize bill impacts, particularly for low- and moderate-income customers
- The PAs, including CLC, did not adjust budgets or benefits for this directive
- CLC will report heat pumps installed in weatherized and un-weatherized homes and buildings



Mutual Customers

- DPU found that if CLC wishes to serve Mutual Customers who heat with natural gas, it must adhere to the statewide coordination protocols for claiming savings and costs
- NGRID Gas will pay incentives and claim savings and benefits – CLC will be advising all natural gas customers they will be served by NGRID
- NGRID cannot earn performance incentives on homes served by CLC
- CLC removed weatherization services to residential customers who heat with gas

2022-2024 Totals	Dec 2021	Apr 2022	Difference
A - Residential			
Budget (\$M)	\$ 17.1	\$ -	\$ (17.1)
Benefits (\$M)	\$ 70.8	\$ -	\$ (70.8)



Cape and Vineyard Electrification Offering

2022-2024 Totals	Dec 2021	Apr 2022	Difference
A - Residential			
Budget (\$M)	\$ 4.2	\$ -	\$ (4.2)
Benefits (\$M)	\$ 16.5	\$ -	\$ (16.5)
B - Income Eligible			
Budget (\$M)	\$ 7.1	\$ -	\$ (7.1)
Benefits (\$M)	\$ 25.8	\$ -	\$ (25.8)
Grand Total			
Budget (\$M)	\$ 11.3	\$ -	\$ (11.3)
Benefits (\$M)	\$ 42.4	\$ -	\$ (42.4)

- DPU finds CVEO is inconsistent with law, and therefore cannot be approved
- CLC removed CVEO, reducing residential and income eligible budgets and benefits
- CLC appealed this decision to MA Supreme Judicial Court



Shared Costs

- DPU found CLC should use six years of staff time to determine the allocation factor for all costs shared between the energy efficiency and operating budgets
- Using staff time from 2019-2021, the shared cost allocations for 2022-2024 planning and reporting are :
 - Energy efficiency = 94%
 - Operating = 6%
- The change in allocation factors shifts about \$40k/year from energy efficiency to operating relative to the Compact's proposal to use 95% to energy efficiency and 5% to operating



Income Eligible Budget

- CLC and all the PAs are required to spend at least 10% of its budget on income eligible programs
- CLC reduced its income eligible budget by about \$2 million for the term, such that the Compact now plans to spend 10.4 percent (or \$20.5 million) of its three-year budget on the income eligible sector.
- Reduces benefits by about \$11.5 million for the term



Total Impact

2022-2024 Totals	Dec 2021	Apr 2022	Difference	% Change
A - Residential				
Budget (\$M)	\$ 144.9	\$ 119.1	\$ (25.8)	-18%
Benefits (\$M)	\$ 458.3	\$ 264.1	\$ (194.2)	-42%
B - Income Eligible				
Budget (\$M)	\$ 29.7	\$ 20.5	\$ (9.2)	-31%
Benefits (\$M)	\$ 76.6	\$ 33.5	\$ (43.1)	-56%
C - Commercial & Industrial				
Budget (\$M)	\$ 56.6	\$ 56.9	\$ 0.3	1%
Benefits (\$M)	\$ 122.4	\$ 88.1	\$ (34.3)	-28%
Grand Total				
Budget (\$M)	\$ 231.2	\$ 196.5	\$ (34.7)	-15%
Benefits (\$M)	\$ 657.3	\$ 385.6	\$ (271.6)	-41%



Residential Bill Impacts

Residential (R-1)

Years	EERF	Energy Conservation	Avg. Monthly Usage (kWh)	Total Cost (per month)	% Change from 2021
In effect					
2021	\$0.02579 +	\$0.00250	x 650	= \$18.39	
2022	\$0.04053 +		x	= \$27.97	52%
2022-2024 Compliance Filing, April 2022					
2022	\$0.03675 +		x	= \$25.51	39%

The rate that is in effect for 2022 is slightly higher than the 2022 Compliance Filing rate. This will be reconciled and reflected through our 2023 EES rate setting process.



Low Income Bill Impacts

Low Income (R-2)

Years	EERF	Energy Conservation	Avg. Monthly Usage (kWh)	Total Cost (per month)	% Change from 2021
In effect					
2021	\$0.00148 +	\$0.00250	x 582	= \$2.32	
2022	\$0.00225 +		x	= \$2.76	19%
2022-2024 Compliance Filing, April 2022					
2022	\$0.00119 +		x	= \$2.15	-7%

The rate that is in effect for 2022 is higher than the 2022 Compliance Filing rate. This will be reconciled and reflected through our 2023 EES rate setting process.



C&I Bill Impacts

C&I Small General Service (G-1)

Years	EERF	Energy Conservation	Avg. Monthly Usage (kWh)	Total Cost (per month)	% Change from 2021	Avg. Monthly Usage (kWh)	Total Cost (per month)	% Change from 2021
In effect								
2021	\$0.01085	+	\$0.00250	x	400	=	\$5.34	
2022	\$0.01726	+		x		=	\$7.90	48%
2022-2024 Compliance Filing, April 2022								
2022	\$0.00404	+		x		=	\$2.62	-51%

The rate that is in effect for 2022 is higher than the 2022 Compliance Filing rate. This will be reconciled and reflected through our 2023 EES rate setting process.



**Agenda Action Request
Cape Light Compact
Meeting Date: 4/13/22**



- Aquinnah*
- Barnstable*
- Bourne*
- Brewster*
- Chatham*
- Chilmark*
- Dennis*
- Dukes County*
- Eastham*
- Edgartown*
- Falmouth*
- Harwich*
- Mashpee*
- Oak Bluffs*
- Orleans*
- Provincetown*
- Sandwich*
- Tisbury*
- Truro*
- Wellfleet*
- West Tisbury*
- Yarmouth*

Appointment of Compact's Business Officer

REQUESTED BY: *Maggie Downey*

I move the CLCJPE Board of Directors vote to appoint Daniel Sullivan, CPA, as the Compact's Business Officer effective April 13, 2022.

The Compact Administrator is authorized and directed to take all actions necessary or appropriate to implement this vote, and to execute and deliver all documents as may be necessary or appropriate to implement this vote.

The Compact's Comptroller last day on the payroll was March 22, 2022. As required under Article IX.H, of the Second Amended and Restated Joint Powers Agreement of the Cape Light Compact JPE, the Compact Governing Board shall appoint a business officer. The business officer shall have the duties and responsibilities of an auditor or accountant.

Daniel Sullivan has been contracted to perform the functions of the Compacts Comptroller on an interim basis.

Daniel Sullivan is a Certified Public Accountant with many years of municipal experience. He recently completed an interim contract with the town of Provincetown's Treasurer's Office. Mr. Sullivan retired from Clifton Larson Associates.

***Additional Information
Record of Board Action***

Motion by:	Second by:	# Aye	# Nay	# Abstain	Disposition

Residential New Construction Passive House
Multi-family buildings with five units or more

Take energy efficiency to a new level.

The Sponsors of Mass Save® have launched a new way to drive market transformation in the energy efficiency industry to meet and exceed energy-savings targets across Massachusetts. We are offering incentives and assistance to support the construction of multi-family buildings (five units or more) with deep energy savings. Certification and performance incentives are available to assist builders and developers in achieving Passive House certification or similar levels of efficiency.

What is Passive House?

Passive House refers to the ultimate goal in high-efficiency design: buildings that minimize energy consumption and have added comfort and durability features. The Passive House Institute US (PHIUS) and the Passive House Institute (PHI) have established two independent standards and provide certifications for such buildings: the PHIUS+ Passive Building Standard and the international Passive House Standard.

High-efficiency incentives available

The Sponsors of Mass Save support Passive House and related high-efficiency construction in Massachusetts through enhanced incentives. We offer incentives for multi-family buildings that achieve certification through PHIUS or PHI and those that pre-certify and build to high efficiency without obtaining certification.





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Design and performance incentives

The Sponsors of Mass Save offer incentives for super-efficient shell or building envelope designs and optimized energy systems. We will follow the incentive structure detailed below and offer incentives for pre- and post-construction activities once all requirements are met. If you qualify for the Passive House incentive offering, it will replace the standard incentives.

Passive House Incentive Structure for Multi-Family (5 units or more)

Incentive Timing	Activity	Incentive Amount	Max. Incentive
Pre-Construction	Feasibility Study	100% of Feasibility costs	\$5,000
	Energy Modeling	75% of Energy Model cost	\$500/unit, max. \$20,000
	Pre-Certification	\$500/unit	N/A
Post-Construction	Certification	\$2,500/unit	
	Net Performance Bonus	\$0.75/kWh	
			\$7.50/therm

The Net Performance Bonus is calculated by determining the final pay for savings incentives and subtracting the pre- and final certification incentives. The result is the Net Performance Bonus.

Projects that pre-certify but do not achieve certification are eligible for the pre-certification incentive and Net Performance Bonus.

Projects over 100 units must be pre-approved by the applicable Sponsors of Mass Save.

Passive House trainings

The Sponsors of Mass Save, in partnership with Passive House Massachusetts, provide Passive House trainings to support workforce development and market transformation in the energy efficiency and building construction industries. Please contact us for more information.

WE ARE MASS SAVE®:



Ready to get started? We are here to help:

1-866-527-SAVE (7283) • multifhr@icf.com • MassSave.com/PassiveHouse



1. **Mass Save Low-Rise¹ New Construction Offering:**

- Core baseline offering for New Construction residential buildings that are 3 stories or less, both single family (1-4) and multifamily (5+ units)
- Incentives are calculated by your participating HERS rater in parallel with any code compliance work they may be doing for the project
 - Incentives are based on the modeled energy performance of the home over a baseline of minimum expected performance
 - Per project incentive max is \$10k; the full incentive structure overview is available [here](#)
- Your HERS rater handles enrolling the project and submitting for incentives which you receive after the project is complete and all inspections and testing have been done
 - Any program inquires or questions that your HERS rater cannot address can be sent to ICF
 - Derek Briggs, Senior QA/QC Inspector: Derek.Briggs@ICF.com
 - Keegan Ebbets, Program Manager: Keegan.Ebbets@ICF.com
- Additional information can be found [HERE](#)

2. **Mass Save Renovations and Additions Offering:**

- Incentives to encourage efficiency upgrades to extensive renovation and addition projects of existing residential buildings that are 3 stories or less
 - Process and incentive structure are very similar to the Low-Rise New Construction Offering
- Incentives are calculated by your participating HERS rater in parallel with any code compliance work they may be doing for the project
 - Incentives are based on the modeled energy performance of the home over a hybrid baseline for the renovated and added onto portions of the home
 - Per project incentive max is \$10k; the full incentive structure overview is available [here](#)
- Your HERS rater handles enrolling the project and submitting for incentives which you receive after the project is complete and all inspections and testing have been done
 - Any program inquires or questions that your HERS rater cannot address can be sent to ICF
 - Derek Briggs, Senior QA/QC Inspector: Derek.Briggs@ICF.com
 - Keegan Ebbets, Program Manager: Keegan.Ebbets@ICF.com
- Additional information can be found [HERE](#)

3. **Mass Save All-Electric 1-4 Unit New Homes Offering: NEW for 2022**

- Substantial, flat rate incentives to encourage the construction of high performance 1-4 unit all-electric homes
- Project Eligibility:

Component	Level 1	Level 2
Percent Savings or HERS index	≥30% savings or ≤ HERS 45 ²	≥50% savings or ≤ HERS 35* ³
Heat Pumps for Space Heating	required	required
Heat Pump Water Heater	optional	required

¹ For High-Rise projects (4 stories or more) please contact the high-rise team at multifhr@icf.com or go to: <https://www.masssave.com/en/saving/residential-rebates/multi-family-high-rise-new-construction>.

CLC-MASS SAVE LOW RISE RES NEW CONSTRUCTION PROGRAM OFFERS

All-electric cooking	required	required
Infiltration rate	≤ 1.5 ACH50	≤ 1.0 ACH50
Balanced HRV/ERV ventilation	required	required
Continuous envelope Insulation	optional	required
EV-Ready Checklist	required	required

• Project Incentives:

Home Type	Level 1	Level 2
Single Family	\$15,000	\$25,000
2-Units	\$17,500	\$30,000
3-Units	\$20,000	\$35,000
4-Units	\$22,250	\$40,000

- Your HERS rater handles enrolling the project, performing necessary site inspections, and submitting for incentives which you receive after the project is complete. Enrollment must occur in the pre-construction phase.
 - As this is a new program, your HERS rater may not be able to answer questions on this offering at this time. Please direct any questions to:
 - Keegan Ebbets, Program Manager: Keegan.Ebbets@ICF.com
 - Derek Briggs, Senior QA/QC Inspector: Derek.Briggs@ICF.com

4. **Mass Save Passive House Offering for Multi-Family New Construction:**

- Residential New Construction of high-performance 5+ unit buildings, both Low-Rise and High-Rise
- Provides both design and construction incentives to encourage pursuit of Passive House certification

Passive House Incentive Structure for Multi-Family (5 units or more)

Incentive Timing	Activity	Incentive Amount	Max. Incentive
Pre-Construction	Feasibility Study	100% Feasibility costs	\$5,000
	Energy Modeling	75% of Energy Modeling costs	\$500/Unit, max. \$20,000
	Pre-Certification	\$500/unit	
Post-Construction	Certification	\$2,500/unit	N/A
	Net Performance Bonus	\$0.75/kWh \$7.50/therm	

CLC-MASS SAVE LOW RISE RES NEW CONSTRUCTION PROGRAM OFFERS

The Net Performance Bonus is calculated by determining the final pay for savings incentives and subtracting the pre- and final certification incentives. The result is the Net Performance Bonus.

Projects that pre-certify but do not achieve certification are eligible for the pre-certification incentive and Net Performance Bonus.

- *Projects over 100 units must be pre-approved by the applicable Sponsors of Mass Save.*
- **Passive House eligibility requirements include:**
 - **Projects must be enrolled during early stages of design, prior to reaching 100% schematic design.**
 - **Participants must agree to monitor and provide data on whole building electric (and gas if applicable), as well as on on-site generation.**
 - **Participants must hire a certified Passive House consultant to conduct the feasibility study during schematic design and serve as design consultant throughout participation. An energy charrette is required to review the Feasibility study with the developer, design team, MEP engineer and Mass Save representative.**
 - **Buildings must be pre-certified to be eligible for post-construction incentives.**
- **Trainings on Passive House concepts are available for multiple channels and levels of depth, from hour-long lunch and learns to half-day building science workshops, to full Passive House Accreditations. See: <https://www.masssave.com/en/saving/residential-rebates/passive-house-training>.**
- **For enrollment inquiries, please contact the Passive House team at: multifhr@icf.com or Luke McKneally at luke.mckneally@icf.com**
- **Additional information can be found here: <https://www.masssave.com/en/saving/residential-rebates/passive-house-incentives>.**

5. **Cape Light Compact Enhanced Incentives for Low- and Moderate-Income Projects - New for 2022-2024**

- **Enhanced incentives to encourage construction of high-efficiency, all-electric affordable housing projects.**
- **Eligible projects must have at least 51% of units deed-restricted to either low-income households (income maximum of 60% of State Median Income) or moderate-income households (income maximum of 80% of State Median Income)**
 - **High Efficiency HVAC – Low-income site heating system incentive up to 100% of cost; Moderate-income sites at up to 80% of cost, subject to pre-approval and Enhanced Incentive Budget availability**
 - **Envelope – CLC will pay 100% for weatherization measures above the baseline of the User Defined Reference Home (UDRH)**
 - **O&M costs - HVAC maintenance covered up to maximum of 3 years, depending on site specifics, and subject to approval**
 - **Engineering study funds - \$2000 per unit, up to \$60k based on 3 quotes**
- **Other Requirements/Stipulations**
 - **Project must participate in the Mass Save Residential New Construction Program.**
 - **Project must be deed-restricted at or below the eligible income levels for a minimum of 25 years.**
 - **Developers must agree to work with CLC evaluation, including possible monitoring.**
 - **Contractor(s) must be certified for multi-family building.**
 - **Detailed plans and cost proposal for covered measures must be made available to CLC for independent technical review and approval prior to any commitment from CLC.**
 - **A satisfactory post-installation inspection of HVAC and Envelope must be completed by CLC's engineering vendor prior to the release of incentive funds.**
 - **The total of program incentives and other grant funds must not exceed 100% of project costs.**
 - **Incentive offering valid for 3 years.**
- **Program Contact: Meredith Miller, Cape Light Compact, mmiller@capelightcompact.org**



Residential New Construction All-Electric
Single-family homes and homes with two to four units

The future of high-performance, all-electric homes starts here.

The Sponsors of Mass Save® have launched a new initiative to drive market transformation in residential new construction toward high-performance, all-electric homes. We are offering incentives up to \$40,000, as well as technical assistance to support builders, developers, and homeowners in the construction of new homes that will use substantially less energy than code-built homes, while providing enhanced comfort and long-term resiliency.

What Is an All-Electric Home?

These homes use high-performance air-source, ground-source, or air-to-water heat pump technology for heating, cooling, and water heating. They feature super-insulated building envelopes to minimize heat loss, leaks, and drafts that can cause occupant discomfort and raise energy bills. High-performance, all-electric homes have no on-site fossil fuels and are designed to provide increased comfort and better air quality, reduce energy and maintenance costs, and better sustain home value over time.

Be a part of the newest trend in high-performance home construction. Call 1-866-527-SAVE (7283) to get started.



What Determines Incentive Eligibility?

To qualify for the All-Electric Home incentive, homes must meet the criteria of either Level 1 or Level 2 eligibility requirements.

Component	Level 1	Level 2
Energy savings percentage or HERS Index Score	Savings \geq 30% or HERS Index Score \leq 45*	Savings \geq 50% or HERS Index Score \leq 35*
Heat pump for space heating [†]	Required	Required
Heat pump for water heating	Optional	Required
All-electric cookware	Required	Required
Infiltration rate (ACH)	ACH50 \leq 1.5	ACH50 \leq 1.0
Balanced ventilation systems (HRVs & ERVs)	Required	Required
Continuous envelope insulation [‡]	Optional	Required
Electric vehicle-ready checklist	Required	Required

*The HERS Index Score is calculated without factoring in on-site generation

[†]Installed air-source heat pumps must be on the Mass Save Heat Pump Qualified Product List.

[‡]Level 2 requirement applies to whole home (i.e., slab, slab edge, foundation, exterior walls, and roof assemblies).

The Home Energy Rating System (HERS) is a nationally recognized system for evaluating a home's energy performance. The energy savings percentage is a metric of the home's overall performance in comparison to the average new home in Massachusetts.

What Are the Incentives?

The incentives for high-performance, all-electric new construction homes depend on the number of individually metered dwelling units on the premise. For homes with two or more units, all units must meet the same level of eligibility requirements. Incentive amounts are per building.

Home Type	Level 1	Level 2
Single family	\$15,000	\$25,000
2-unit dwelling	\$17,500	\$30,000
3-unit dwelling	\$20,000	\$35,000
4-unit dwelling	\$22,500	\$40,000

How Do I Apply for Incentives?

You must work with a HERS Rater approved by the Sponsors of Mass Save. Your HERS Rater must enroll the project before construction begins and conduct all of the mandatory inspections and verifications for the home to ensure that all eligibility requirements have been met.

WE ARE MASS SAVE[®]:



EVERSOURCE



nationalgrid



Ready to get started? We are here to help:

1-866-527-SAVE (7283) • ResNewConstructionMA@icf.com
MassSave.com/Residential-New-Construction



2022 Operating Budget Expense Report 4/13/22

ORG	OBJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	YTD EXPENDED	AVAILABLE BUDGET	% USED
01001	5110	OP-SALARIES	\$ 113,000.00	\$ 7,665.25	\$ 105,334.75	6.80
01001	5119	OP-SALARY RESERVE	\$ 5,000.00	\$ -	\$ 5,000.00	0.00
01001	5171	OP-RETIREMENT	\$ 45,500.00	\$ 258.00	\$ 45,242.00	0.60
01001	5173	OP-GROUP INSURANCE	\$ 25,000.00	\$ -	\$ 25,000.00	0.00
01001	5174	OP-MEDICARE/OTHER TAXES	\$ 2,000.00	\$ 104.18	\$ 1,895.82	5.20
01001	5175	STATE UNEMPLOYMENT INSURANCE	\$ 621.00	\$ 20.45	\$ 600.55	3.30
01001	5179	OP-MISC FRINGES	\$ 567.00	\$ -	\$ 567.00	0.00
01001	5180	OP-RETIREMENT LIABILITY	\$ 41,487.00	\$ -	\$ 41,487.00	0.00
01001	5181	OP-OPEB LIABILITY	\$ 28,133.00	\$ -	\$ 28,133.00	0.00
01001	5210	OP-UTILITIES	\$ 500.00	\$ 14.40	\$ 485.60	2.90
01001	5270	OP-MISC RENTALS	\$ 1,200.00	\$ 2,534.93	\$ (1,334.93)	211.20
01001	5272	OP-RENT	\$ 25,875.00	\$ 4,830.00	\$ 21,045.00	18.70
01001	5290	OP-CUSTODIAL SERVICES	\$ 3,900.00	\$ 777.00	\$ 3,123.00	19.90
01001	5301	OP-ADVERTISING	\$ 40,000.00	\$ 18,278.23	\$ 21,721.77	45.70
01001	5302	OP-PUBLIC MARKETING SUPPORT	\$ 57,343.00	\$ -	\$ 57,343.00	0.00
01001	5309	OP-IT SERVICES	\$ 1,200.00	\$ 38.85	\$ 1,161.15	3.20
01001	5313	OP-STAFF PROFESSIONAL DEVELOP	\$ 5,000.00	\$ 1,198.06	\$ 3,801.94	24.00
01001	5314	OP-PAYROLL SERVICES	\$ 640.00	\$ 6.82	\$ 633.18	1.10
01001	5315	OP-LEGAL SERVICES	\$ 245,100.00	\$ 59,962.93	\$ 185,137.07	24.50
01001	5316	OP-AUDIT FEES	\$ 5,000.00	\$ 390.00	\$ 4,610.00	7.80
01001	5318	OP-TREASURY SERVICES	\$ 2,620.00	\$ 491.18	\$ 2,128.82	18.70
01001	5319	OP-CONTRACTUAL	\$ 25,000.00	\$ 7,013.64	\$ 17,986.36	28.10
01001	5320	OP-OUTREACH/MARKETING CONTRACT	\$ 75,000.00	\$ 5,121.41	\$ 69,878.59	6.80
01001	5341	OP-POSTAGE	\$ 10,000.00	\$ 1,900.37	\$ 8,099.63	19.00
01001	5343	OP-TELEPHONES	\$ 1,200.00	\$ 120.33	\$ 1,079.67	10.00
01001	5344	OP-INTERNET	\$ 4,000.00	\$ 166.31	\$ 3,833.69	4.20
01001	5345	OP-PRINTING	\$ 5,000.00	\$ 3,108.88	\$ 1,891.12	62.20
01001	5400	OP-SUPPLIES	\$ 1,500.00	\$ 54.00	\$ 1,446.00	3.60
01001	5490	OP-FOOD SUPPLIES	\$ 1,500.00	\$ 626.34	\$ 873.66	41.80
01001	5710	OP-TRAVEL IN STATE	\$ 10,000.00	\$ -	\$ 10,000.00	0.00
01001	5720	OP-TRAVEL OUT STATE	\$ 5,000.00	\$ 1,229.26	\$ 3,770.74	24.60
01001	5730	OP-SPONSORSHIPS	\$ 51,000.00	\$ 11,700.00	\$ 39,300.00	22.90
01001	5731	OP-SUBSCRIPTIONS	\$ 25,000.00	\$ 19,120.00	\$ 5,880.00	76.50
01001	5732	OP-SOFTWARE LICENSES	\$ 1,916.00	\$ 358.19	\$ 1,557.81	18.70
01001	5741	OP-INSURANCE	\$ 16,000.00	\$ -	\$ 16,000.00	0.00
01001	5789	OP-UNPAID BILLS	\$ 500.00	\$ -	\$ 500.00	0.00
01001	5850	OP-MISC EQUIPMENT	\$ 500.00	\$ -	\$ 500.00	0.00
01001	5854	OP-FINANCIAL SOFTWARE SYSTEM	\$ 5,000.00	\$ -	\$ 5,000.00	0.00
01001	5855	OP-COMPUTER EQUIPMENT	\$ 1,500.00	\$ -	\$ 1,500.00	0.00
01001	5900	CONTINGENCY	\$ 65,000.00	\$ -	\$ 65,000.00	0.00
		Expense Total	\$ 954,302.00	\$ 147,089.01	\$ 807,212.99	15.40
		January 2022 Mill Adder Revenue	\$ 78,051.89			

2022 Budgeted (Based on 2022 Plan Compliance Filing)

Program	PA Costs					
	PP&A	Marketing	Incentives	STAT	EMV	Total PA Costs
A - Residential	#####	\$ 766,420	#####	\$ 6,836,480	\$ 591,615	#####
A1 - Residential New Buildings	\$ 129,413	\$ 62,190	\$ 2,257,335	\$ 343,981	\$ -	\$ 2,792,919
A1a - Residential New Homes & Renovatio	\$ 129,413	\$ 62,190	\$ 2,257,335	\$ 343,981	\$ -	\$ 2,792,919
A2 - Residential Existing Buildings	\$ 1,378,630	\$ 502,973	\$ 21,479,372	\$ 5,802,451	\$ -	\$ 19,163,426
A2a - Residential Coordinated Delivery	\$ 758,317	\$ 174,673	\$ 12,436,310	\$ 2,996,255	\$ -	\$ 16,365,554
A2b - Residential Conservation Services (R	\$ 101,875	\$ 27,110	\$ -	\$ 1,806,465	\$ -	\$ 1,935,450
A2c - Residential Retail	\$ 479,804	\$ 289,704	\$ 8,868,098	\$ 717,250	\$ -	\$ 10,354,856
A2d - Residential Behavior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A2e - Residential Active Demand Reductio	\$ 38,633	\$ 11,487	\$ 174,965	\$ 282,481	\$ -	\$ 507,566
A3 - Residential Hard-to-Measure	\$ 302,826	\$ 201,258	\$ 2,525,000	\$ 690,048	\$ 591,615	\$ 4,310,746
A3a - Residential Statewide Marketing	\$ -	\$ 137,137	\$ -	\$ -	\$ -	\$ 137,137
A3b - Residential Statewide Database	\$ 1,949	\$ -	\$ -	\$ -	\$ -	\$ 1,949
A3c - Residential DOER Assessment	\$ 134,309	\$ -	\$ -	\$ -	\$ -	\$ 134,309
A3d - Residential Sponsorships & Subscrip	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A3e - Residential Workforce Development	\$ -	\$ -	\$ -	\$ 462,435	\$ -	\$ 462,435
A3f - Residential Evaluation and Market Res	\$ -	\$ -	\$ -	\$ -	\$ 591,615	\$ 591,615
A3g - Residential EEAC Consultants	\$ 34,894	\$ -	\$ -	\$ -	\$ -	\$ 34,894
A3h - Residential R&D and Demonstration	\$ -	\$ -	\$ 25,000	\$ 10,000	\$ -	\$ 35,000
A3i - Residential HEAT Loan	\$ 131,673	\$ 27,121	\$ 2,500,000	\$ 182,904	\$ -	\$ 2,841,699
A3j - Residential Education	\$ -	\$ 37,000	\$ -	\$ 34,708	\$ -	\$ 71,708
B - Income Eligible	\$ 333,609	\$ 121,100	\$ 4,464,347	\$ 1,220,464	\$ 132,062	\$ 6,271,581
B1 - Income Eligible Existing Buildings	\$ 281,972	\$ 93,776	\$ 4,464,347	\$ 1,131,559	\$ -	\$ 5,951,653
B1a - Income Eligible Coordinated Delivery	\$ 281,854	\$ 93,765	\$ 4,463,262	\$ 1,131,545	\$ -	\$ 5,950,427
B1b - Income Eligible Active Demand Reduc	\$ 117	\$ 111	\$ 1,085	\$ 14	\$ -	\$ 1,227
B2 - Income Eligible Hard-to-Measure	\$ 71,638	\$ 27,324	\$ -	\$ 88,905	\$ 132,062	\$ 319,928
B2a - Income Eligible Statewide Marketing	\$ -	\$ 27,324	\$ -	\$ -	\$ -	\$ 27,324
B2b - Income Eligible Statewide Database	\$ 566	\$ -	\$ -	\$ -	\$ -	\$ 566
B2c - Income Eligible DOER Assessment	\$ 39,072	\$ -	\$ -	\$ -	\$ -	\$ 39,072
B2d - Income Eligible Sponsorships & Subsc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B2e - Income Eligible Workforce Developm	\$ -	\$ -	\$ -	\$ 88,905	\$ -	\$ 88,905
B2f - Income Eligible Evaluation and Market	\$ -	\$ -	\$ -	\$ -	\$ 132,062	\$ 132,062
B2g - Income Eligible Energy Affordability N	\$ 32,000	\$ -	\$ -	\$ -	\$ -	\$ 32,000
C - Commercial & Industrial	\$ 985,595	\$ 729,578	#####	\$ 3,239,383	\$ 572,694	#####
C1 - C&I New Buildings	\$ 44,403	\$ 10,924	\$ 566,187	\$ 180,100	\$ -	\$ 801,614
C1a - C&I New Buildings & Major Renovat	\$ 44,403	\$ 10,924	\$ 566,187	\$ 180,100	\$ -	\$ 801,614
C2 - C&I Existing Buildings	\$ 839,118	\$ 671,965	\$ 12,074,630	\$ 2,573,277	\$ -	\$ 16,158,989
C2a - C&I Existing Building Retrofit	\$ 654,879	\$ 518,139	\$ 9,334,895	\$ 2,082,305	\$ -	\$ 12,590,211
C2b - C&I New & Replacement Equipment	\$ 165,879	\$ 148,437	\$ 2,573,485	\$ 404,476	\$ -	\$ 3,292,227
C2c - C&I Active Demand Reduction	\$ 18,416	\$ 5,389	\$ 166,250	\$ 86,496	\$ -	\$ 276,551
C3 - C&I Hard-to-Measure	\$ 102,074	\$ 46,639	\$ 25,000	\$ 485,927	\$ 572,694	\$ 1,232,334
C3a - C&I Statewide Marketing	\$ -	\$ 46,639	\$ -	\$ -	\$ -	\$ 46,639
C3b - C&I Statewide Database	\$ 2,125	\$ -	\$ -	\$ -	\$ -	\$ 2,125
C3c - C&I DOER Assessment	\$ 70,818	\$ -	\$ -	\$ -	\$ -	\$ 70,818
C3d - C&I Sponsorships & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C3e - C&I Workforce Development	\$ -	\$ -	\$ -	\$ 475,927	\$ -	\$ 475,927
C3f - C&I Evaluation and Market Research	\$ -	\$ -	\$ -	\$ -	\$ 572,694	\$ 572,694
C3g - C&I EEAC Consultants	\$ 29,132	\$ -	\$ -	\$ -	\$ -	\$ 29,132
C3h - C&I R&D and Demonstration	\$ -	\$ -	\$ 25,000	\$ 10,000	\$ -	\$ 35,000
Grand Total	#####	#####	#####	#####	#####	#####

2022 Actuals through March 2022

Program	PA Costs					
	PP&A	Marketing	Incentives	STAT	EMV	Total PA Costs
A - Residential	\$ 163,928	\$ 97,568	#####	\$ 253,971	\$ 62,471	\$ 2,664,577
A1 - Residential New Buildings	\$ 13,157	\$ 6,143	\$ 145,446	\$ 29,471	\$ -	\$ 194,217
A1a - Residential New Homes & Renovatio	\$ 13,157	\$ 6,143	\$ 145,446	\$ 29,471	\$ -	\$ 194,217
A2 - Residential Existing Buildings	\$ 137,384	\$ 57,851	\$ 1,122,124	\$ 212,485	\$ -	\$ 1,529,843
A2a - Residential Coordinated Delivery	\$ 77,095	\$ 22,637	\$ 67,268	\$ 78,852	\$ -	\$ 245,853
A2b - Residential Conservation Services (R	\$ 9,118	\$ 2,648	\$ -	\$ 3,867	\$ -	\$ 15,633
A2c - Residential Retail	\$ 48,780	\$ 31,951	\$ 1,047,130	\$ 85,680	\$ -	\$ 1,213,542
A2d - Residential Behavior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A2e - Residential Active Demand Reductio	\$ 2,391	\$ 614	\$ 7,725	\$ 44,085	\$ -	\$ 54,815
A3 - Residential Hard-to-Measure	\$ 13,387	\$ 33,574	\$ 819,070	\$ 12,016	\$ 62,471	\$ 940,517
A3a - Residential Statewide Marketing	\$ -	\$ 15,137	\$ -	\$ -	\$ -	\$ 15,137
A3b - Residential Statewide Database	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A3c - Residential DOER Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A3d - Residential Sponsorships & Subscrip	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000
A3e - Residential Workforce Development	\$ -	\$ -	\$ -	\$ 3,873	\$ -	\$ 3,873
A3f - Residential Evaluation and Market Res	\$ -	\$ -	\$ -	\$ -	\$ 62,471	\$ 62,471
A3g - Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A3h - Residential R&D and Demonstration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A3i - Residential HEAT Loan	\$ 13,387	\$ 3,437	\$ 819,070	\$ 8,142	\$ -	\$ 844,036
A3j - Residential Education	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B - Income Eligible	\$ 38,324	\$ 14,592	\$ 126,922	\$ 48,356	\$ 14,966	\$ 243,161
B1 - Income Eligible Existing Buildings	\$ 28,211	\$ 8,767	\$ 126,922	\$ 44,844	\$ -	\$ 208,944
B1a - Income Eligible Coordinated Delivery	\$ 28,206	\$ 8,985	\$ 126,922	\$ 44,844	\$ -	\$ 208,957
B1b - Income Eligible Active Demand Reduc	\$ 6	\$ 2	\$ -	\$ 0	\$ -	\$ 8
B2 - Income Eligible Hard-to-Measure	\$ 10,113	\$ 5,605	\$ -	\$ 3,512	\$ 14,966	\$ 34,196
B2a - Income Eligible Statewide Marketing	\$ -	\$ 5,605	\$ -	\$ -	\$ -	\$ 5,605
B2b - Income Eligible Statewide Database	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B2c - Income Eligible DOER Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B2d - Income Eligible Sponsorships & Subsc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B2e - Income Eligible Workforce Developm	\$ -	\$ -	\$ -	\$ 3,512	\$ -	\$ 3,512
B2f - Income Eligible Evaluation and Market	\$ -	\$ -	\$ -	\$ -	\$ 14,966	\$ 14,966
B2g - Income Eligible Energy Affordability N	\$ 10,113	\$ -	\$ -	\$ -	\$ -	\$ 10,113
C - Commercial & Industrial	\$ 85,323	\$ 67,389	#####	\$ 141,488	\$ 39,378	\$ 1,377,919
C1 - C&I New Buildings	\$ 4,014	\$ 947	\$ -	\$ 17,836	\$ -	\$ 22,798
C1a - C&I New Buildings & Major Renovat	\$ 4,014	\$ 947	\$ -	\$ 17,836	\$ -	\$ 22,798
C2 - C&I Existing Buildings	\$ 81,308	\$ 56,895	\$ 1,044,371	\$ 122,928	\$ -	\$ 1,305,502
C2a - C&I Existing Building Retrofit	\$ 64,007	\$ 42,686	\$ 683,280	\$ 28,312	\$ -	\$ 818,285
C2b - C&I New & Replacement Equipment	\$ 16,005	\$ 13,882	\$ 361,091	\$ 36,470	\$ -	\$ 427,448
C2c - C&I Active Demand Reduction	\$ 1,296	\$ 327	\$ -	\$ 58,146	\$ -	\$ 59,769
C3 - C&I Hard-to-Measure	\$ -	\$ 9,547	\$ -	\$ 693	\$ 39,378	\$ 49,619
C3a - C&I Statewide Marketing	\$ -	\$ 9,547	\$ -	\$ -	\$ -	\$ 9,547
C3b - C&I Statewide Database	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C3c - C&I DOER Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C3d - C&I Sponsorships & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C3e - C&I Workforce Development	\$ -	\$ -	\$ -	\$ 693	\$ -	\$ 693
C3f - C&I Evaluation and Market Research	\$ -	\$ -	\$ -	\$ -	\$ 39,378	\$ 39,378
C3g - C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C3h - C&I R&D and Demonstration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total	\$ 287,574	\$ 179,549	#####	\$ 443,785	\$ 116,815	\$ 4,285,657

2022 Actuals as Percent of Budgeted

Program	PA Costs					
	PP&A	Marketing	Incentives	STAT	EMV	Total PA Costs
A - Residential	9.1%	12.7%	7.9%	3.7%	10.6%	7.3%
A1 - Residential New Buildings	10.2%	9.9%	6.4%	8.6%	0.0%	7.0%
A1a - Residential New Homes & Renovatio	10.2%	9.9%	6.4%	8.6%	0.0%	7.0%
A2 - Residential Existing Buildings	10.0%	11.5%	5.2%	3.7%	0.0%	5.2%
A2a - Residential Coordinated Delivery	10.2%	13.0%	0.5%	2.6%	0.0%	1.5%
A2b - Residential Conservation Services (R	8.9%	9.8%	0.0%	0.2%	0.0%	0.8%
A2c - Residential Retail	10.2%	11.0%	11.8%	11.9%	0.0%	11.7%
A2d - Residential Behavior	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
A2e - Residential Active Demand Reductio	6.2%	5.3%	4.4%	15.6%	0.0%	10.8%
A3 - Residential Hard-to-Measure	4.4%	16.7%	32.4%	1.7%	10.6%	21.8%
A3a - Residential Statewide Marketing	0.0%	11.0%	0.0%	0.0%	0.0%	11.0%
A3b - Residential Statewide Database	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
A3c - Residential DOER Assessment	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
A3d - Residential Sponsorships & Subscrip	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
A3e - Residential Workforce Development	0.0%	0.0%	0.0%	0.8%	0.0%	0.8%
A3f - Residential Evaluation and Market Res	0.0%	0.0%	0.0%	0.0%	10.6%	10.6%
A3g - Residential EEAC Consultants	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
A3h - Residential R&D and Demonstration	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
A3i - Residential HEAT Loan	10.2%	12.7%	32.8%	4.5%	0.0%	29.7%
A3j - Residential Education	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
B - Income Eligible	11.5%	12.0%	2.8%	4.0%	11.3%	3.9%
B1 - Income Eligible Existing Buildings	10.8%	9.6%	2.8%	4.0%	0.0%	3.5%
B1a - Income Eligible Coordinated Delivery	10.8%	9.6%	2.8%	4.0%	0.0%	3.5%
B1b - Income Eligible Active Demand Reduc	5.0%	13.7%	0.0%	2.1%	0.0%	6.6%
B2 - Income Eligible Hard-to-Measure	14.1%	20.5%	0.0%	4.0%	11.3%	10.7%
B2a - Income Eligible Statewide Marketing	0.0%	20.5%	0.0%	0.0%	0.0%	20.5%
B2b - Income Eligible Statewide Database	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
B2c - Income Eligible DOER Assessment	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
B2d - Income Eligible Sponsorships & Subsc	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
B2e - Income Eligible Workforce Developm	0.0%	0.0%	0.0%	4.0%	0.0%	4.0%
B2f - Income Eligible Evaluation and Market	0.0%	0.0%	0.0%	0.0%	11.3%	11.3%
B2g - Income Eligible Energy Affordability N	31.6%	0.0%	0.0%	0.0%	0.0%	31.6%
C - Commercial & Industrial	8.7%	9.2%	8.2%	4.4%	6.9%	7.6%
C1 - C&I New Buildings	9.0%	8.7%	0.0%	9.9%	0.0%	2.8%
C1a - C&I New Buildings & Major Renovat	9.0%	8.7%	0.0%	9.9%	0.0%	2.8%
C2 - C&I Existing Buildings	9.7%	8.5%	8.6%	4.8%	0.0%	8.1%
C2a - C&I Existing Building Retrofit	9.8%	8.2%	7.3%	1.4%	0.0%	6.5%
C2b - C&I New & Replacement Equipment	9.7%	9.4%	14.0%	9.0%	0.0%	13.0%
C2c - C&I Active Demand Reduction	7.0%	6.1%	0.0%	67.2%	0.0%	21.6%
C3 - C&I Hard-to-Measure	0.0%	20.5%	0.0%	0.1%	6.9%	4.0%
C3a - C&I Statewide Marketing	0.0%	20.5%	0			