

TOWN OF HARDWICK

PERSONNEL GUIDELINES

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PERSONNEL GUIDELINES

Section 1. Introduction

The Town of Hardwick (hereafter "Town") is dedicated to providing efficient, effective, and economical municipal services to citizens of the Town and to other communities through contracts for services. The Town depends on its employees to help it provide these quality services. The best way to accomplish this goal is working together with mutual respect and friendly cooperation.

Section 2. Title, Authority, and Purpose

These guidelines shall be known as the Town of Hardwick Personnel Guidelines (hereafter "Guidelines"). They have been adopted by the Select Board for the Town of Hardwick pursuant to 24 V.S.A. §§ 1121 and 1122. The purpose of these Guidelines is to inform employees of the personnel policies of the Town; to establish effective communication between Town employees and management; and to ensure equity in the Town's personnel administration.

Every employee is responsible for being familiar with the contents of this document and asking questions if there are provisions of the Guidelines that he or she does not understand.

As the purpose of these Guidelines is to inform employees of the policies of the Town, it should be understood that these Guidelines do not constitute an employment contract between the Town and any employee. Employment with the Town is **at-will** and not for any definite period or succession of periods of time. The Town or the employee may terminate employment at any time, with or without notice. The Select Board reserves the right to amend any of the provisions of these Guidelines for any reason and at any time, with or without notice.

These Guidelines will be administered by the Town Manager or his or her authorized representative.

Section 3. Persons Covered

(a) Application. The Guidelines shall apply to all full-time and part-time employees of the Town, unless specified otherwise. Except by separate written agreement, elected

officers and their statutory assistants, members of Town boards and commissions, volunteers, seasonal employees and persons who provide the Town with services on a contract basis are not covered by these Guidelines. The Guidelines shall apply to the members of the Highway Department and Police Department only to the extent consistent with the employee bargaining agreements for those departments. Where the bargaining agreements or contracts are silent or unclear relating to particular situations described herein, these Guidelines will take precedence.

(b) Definitions. For purposes of these Guidelines, the following classifications and definitions of employees shall apply:

- (i) Part-time employee: Any employee hired to perform services who works less than 30 (thirty) hours per week.
- (ii) Full-time employee: Any employee hired to perform services who works at least 30 (thirty) hours per week and is scheduled to work on a year-round basis.
- (iii) Probationary employee: Any employee who is within the first six months of employment, as described below.
- (iv) A Limited Service Position is a temporary position in the service for the Town of Hardwick which, when initially established, is reasonably expected to exist for a limited duration. Such positions are usually associated with a specially funded project or program and are generally expected to be part-time.

(c) Probationary period. All new employees will be required to complete a six-month probationary period. The purpose of this probationary period is to determine whether the employee is suited for the job. During the probationary period, an employee may be terminated at any time at the sole discretion of the Town Manager. Notwithstanding any other provision of this policy, an employee terminated during the probationary period will have no right to appeal such termination.

Section 4. Employee Conduct

All employees are considered representatives of the Town and as such are expected to conduct themselves in a courteous, helpful and respectful manner in all their interactions with the public, other employees, and elected and appointed officials.

All employees are expected to faithfully execute the duties and responsibilities of their position to the best of their ability and in compliance with the provisions of these

Guidelines.

It is expected that all employees shall be prompt and regular in attendance, use working hours for work, and leave only after working hours. Working hours for each employee's department will be identified by the Department Head or Town Manager.

Section 5. Conflicts of Interest

Every employee of the Town shall carry out his or her job in a way that ensures that neither the individual employee nor any other employee of the Town will gain a personal or financial advantage from his or her work for the Town and that through their work the interests of the Town are furthered in order so that the public trust will be preserved. All decisions made by municipal employees shall be made based on the best interest of the Town rather than the interests of any particular individual or employee.

An employee shall not participate in any official action if she or he has a conflict of interest in the matter under consideration. A "conflict of interest" means a direct or indirect personal or financial interest of the employee, his or her spouse, household member, child, stepchild, parent, grandparent, grandchild, sibling, aunt or uncle, brother- or sister-in-law, business associate, employer or employee or any other person or entity, in the outcome of a cause, proceeding, application or any other matter pending before the employee or before the Town.

An employee shall not personally, or through any member of his or her household, business associate, employer or employee, or any other person or entity, represent, appear for, or negotiate in a private capacity on behalf of any person or organization in a cause, proceeding, application or other matter pending before the Town. An employee shall not use resources not available to the general public, including but not limited to Town staff time, equipment, supplies, or facilities for private gain or personal purposes.

An employee may accept a nominal gift or gratuity in connection with an action associated with their official duties on behalf of the Town with an estimated monetary value not exceeding \$20 once per calendar year, with the understanding that employees may not directly or indirectly ask, demand, exact, solicit, accept or receive any gift, gratuity, act or promise beneficial to that individual, or another, which could influence any action or inaction associated with their official duties on behalf of the Town, or create the appearance of impropriety in connection with any actions or inactions associated with their official duties on behalf of the Town. Nor shall any employee authorized to procure or to recommend procurement of materials, supplies or services corruptly, directly or indirectly, ask, demand, exact, solicit, seek, accept, receive or agree to receive for the employee or another person, any benefit or benefits from the person or entity providing or soliciting the provision of such materials, supplies or services with the exception of items of a de minimus nature valued at \$20 or less (such as vendor booth "freebies").

Section 6. Use of Town Equipment

Except as provided in Section 7, the use of Town equipment or property for personal use is strictly prohibited. Employees should have no expectation of privacy regarding anything stored in or on Town-owned property or Town-owned equipment, including but not limited to desks, filing cabinets, lockers, and vehicles. Employees should expect that such areas may be searched at any time to retrieve work-related materials or to investigate violations of these Guidelines.

Section 7: Use of Town Computer System

The Town computer system is to be used by employees for the purpose of conducting Town business. Occasional, brief, and appropriate personal use of the Town computer system is permitted, provided it is consistent with this policy and does not interfere with an employee's job duties and responsibilities.

Employees should have no expectation of privacy regarding anything created, sent or received on the Town computer system. The Town may monitor any and all computer transactions, communications and transmissions to ensure compliance with this policy and to evaluate the use of its computer system. All files, documents, data and other electronic messages created, received or stored on the Town computer system are open to review and regulation by the Town and may be subject to the provisions of Vermont's Public Records Law.

Employees may not introduce software from any outside source on the Town's computer system without explicit prior authorization from their supervisor. Employees may be held responsible for any damages caused by using unauthorized software or viruses they introduce into the Town computer system.

Employees who have a confidential password to access the Town's operating system should be aware that this does not mean the computer system is for personal confidential communication, nor does it suggest that the computer system is the property of that person.

Transmission of electronic messages on the Town computer system shall be treated with the same degree of propriety, professionalism, and confidentiality as written correspondence. The following are examples of uses of the Town computer system which are prohibited:

- Communications that in any way may be construed by others as disruptive, offensive, abusive, discriminatory, harassing, or threatening;
- Communications of sexually explicit images or messages;

- Transmission of chain letters or solicitations for personal gain, commercial or investment ventures, religious or political causes, outside organizations, or other non job-related solicitations during or after work hours;
- Access to Internet resources, including web sites and news groups, that are inappropriate in a business setting;
- Any other use that may compromise the integrity of the Town and its business in any way.

Employees must recognize that emails sent, received, or stored on the Town computer system are subject to Vermont's Public Records Law and may be covered by the State of Vermont's retention rules and disposition schedules for municipal records.

For purposes of this section, "computer system" means all smart phones, computer-related components and equipment including, but not limited to, host computers, file servers, workstation terminals, laptops, software, internal or external communication networks, the world wide web (www), the Internet, commercial online services, bulletin board systems, backup systems and the internal and external e-mail systems accessed via the Town's computer equipment.

Section 8 - Use of Portable Electronic Devices

(a) Use of Portable Electronic Devices in Motor Vehicles: Pursuant to 23 V.S.A. § 1095b, an employee shall not use a portable electronic device while operating a Town vehicle or operating personal vehicle for Town business except in a hands-free mode. For purposes of this section, "portable electronic device" shall include any device that sends or receives phone calls, text messages, emails, or accesses the internet. "Operating" means operating a motor vehicle on a public highway or other place that is open to the general circulation of vehicles and includes while temporarily stationary because of traffic, a traffic control device, or other temporary delays. "Operating" does not include operating a motor vehicle with or without the motor running when the operator has moved the vehicle to the side of or off the public highway and has halted in a location where the vehicle can safely and lawfully remain. The prohibitions of this subsection shall not apply: (i) to hands-free use; (ii) to activation or deactivation of hands-free use; (iii) when use of a portable electronic device is necessary for a person to communicate with law enforcement or emergency service personnel under emergency circumstances; (iv) To use of an ignition interlock device, as defined in 23 VSA section 1200; (v) To use of a global positioning or navigation system if it is installed by the manufacturer or the device is placed in an accessory or location in the vehicle, other than the operator's hands, where the device will remain stationary under typical driving conditions.

(b) Other Use of Portable Electronic Devices: Occasional, brief, and appropriate personal use of personal portable electronic devices is permitted, provided it is consistent with this policy and does not interfere with an employee's job duties and

responsibilities. Portable electronic devices issued by or belonging to the Town shall not be used for personal communications during business hours, except in emergency situations or anticipated emergency situations that require immediate attention.

Section 9 - Equal Opportunity

The Town will provide equal employment opportunities to applicants and equal benefits to employees without regard to age, race, color, national origin, religion, sex, sexual orientation, gender identity, marital status, pregnancy status, genetic information, physical or mental condition, HIV status, ancestry, place of birth or other category protected by state or federal law.

Section 10. Employment Harassment and Discrimination

The Town is committed in all areas to providing a work environment that is free from unlawful harassment and discrimination. Vermont and federal law prohibit employment discrimination or retaliation based on race, color, religion, sex, gender identity, marital status, national origin, age, pregnancy, genetic information, veteran status, any other category of person protected under federal or state law, or against a qualified individual with a disability with respect to all employment practices. Vermont law also prohibits discrimination based on sexual orientation, ancestry, HIV status, and place of birth. It is also unlawful to retaliate against employees or applicants who have alleged employment discrimination.

Examples of harassment include the following: insulting comments or references based on a person's race, color, religion, sex, gender identity, marital status, national origin, age, pregnancy, genetic information, veteran status, disability, sexual orientation, ancestry, HIV status, place of birth; aggressive bullying behaviors; inappropriate physical contact or gestures, physical assaults or contact that substantially interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment; retaliation against an employee for complaining about the behaviors described above or for participating in an investigation of a complaint of harassment.

Petty slights, annoyances, and isolated incidents (unless serious) will not rise to the level of illegality. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

The Town will not tolerate unlawful harassment based on a person's race, color, religion, sex, gender identity, marital status, national origin, age, pregnancy, genetic information, veteran status, disability, sexual orientation, ancestry, HIV status, place of birth, or membership in a classification protected by law. Likewise, the Town will not tolerate retaliation against an employee for filing a complaint of harassment or for

cooperating in an investigation of harassment.

All employees, including supervisors and other management personnel, are expected and required to abide by this policy. Employees who are found to have engaged in harassment may face disciplinary action up to and including termination. Any individual who believes that she or he has been the target of this type of harassment, or who believes she or he has been subjected to retaliation for having brought or supported a complaint of harassment, is encouraged to directly inform the offending person or persons that such conduct is offensive and must stop.

Any employee who wishes to report harassment should file a complaint with the Town Manager or with the Chair of the Select Board. A prompt, thorough and impartial investigation will be conducted and confidentiality will be protected to the extent possible. If it is determined that unlawful harassment has occurred, the Town will take immediate and appropriate corrective action. No person will be adversely affected in employment with the Town as a result of bringing a complaint of unlawful harassment.

Complaints of harassment or retaliation may also be filed with the following agencies:

Vermont Attorney General's Office
Civil Rights Unit
109 State Street
Montpelier, VT 05609-1001
Tel: (802) 828-3657 (voice)
(802) 828-3665(TTY)

Equal Employment Opportunity Commission
JFK Federal Building
475 Government Center
Boston, MA 02203
Tel: (617) 669-4000 (voice)
1-800-669-6820 (TTY).

These agencies may conduct impartial investigations, facilitate conciliation, and, if they find that there is probable cause or reasonable grounds to believe unlawful harassment occurred, they may take a case to court.

Section 11. Sexual Harassment

Sexual harassment in the workplace is illegal under federal and Vermont law and is strictly prohibited. The Town is committed to providing a workplace free from this unlawful conduct. All employees have the right to work without being subjected to insulting, degrading or exploitative treatment on the basis of their gender. It is against the policies of the Town for any individual, male or female, to sexually harass another individual in the

workplace. In accordance with 21 V.S.A. § 495h, the Town has adopted the following sexual harassment policy. All employees are required to read this policy before signing the employee acknowledgement form.

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

- submission to that conduct is made either explicitly or implicitly a term or condition of employment;
- submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting that individual; or
- the conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of sexual harassment include, but are not limited to, the following when such instances or behavior come within one of the above definitions:

- either explicitly or implicitly conditioning any term of employment (e.g., continued employment, wages, evaluation, advancement, assigned duties or shifts) on the provision of sexual favors;
- touching or grabbing a sexual part of an individual's body;
- touching or grabbing any part of an individual's body after that party has indicated, or it is known, that such physical contact was unwelcome;
- continuing to ask an individual to socialize on or off-duty when that person has indicated he/she is not interested;
- displaying or transmitting sexually suggestive pictures, objects, cartoons or posters if it is known or should be known that the behavior is unwelcome;
- continuing to write sexually suggestive notes or letters if it is known or should be known that the person does not welcome such behavior;
- referring to or calling a person a sexualized name if it is known or should be known that the person does not welcome such behavior;
- regularly telling sexual jokes or using sexually vulgar or explicit language in the presence of a person if it is known or should be known that the person does not welcome such behavior;
- retaliation of any kind for having filed or supported a complaint of sexual harassment (e.g., ostracizing the person, pressuring the person to drop or not support the complaint, adversely altering that person's duties or work environment, etc.);
- derogatory or provoking remarks about or relating to an employee's sex;
- harassing acts or behavior directed against a person on the basis of his or her sex;
- off-duty conduct which falls within the above definition and affects the work environment.

It is also unlawful to retaliate against employees for filing a complaint of sexual

harassment or for cooperating in an investigation of sexual harassment.

Any individual who believes that she or he has been the target of sexual harassment, or who believes she or he has been subjected to retaliation for having brought or supported a complaint of harassment, is encouraged to directly inform the offending person or persons that such conduct is offensive and must stop.

Employees who are found to have engaged in sexual harassment may face disciplinary action up to and including termination.

Any employee who wishes to report sexual harassment should file a complaint with the Town Manager or the Chair of the Select Board.

Once the Town receives a complaint of sexual harassment, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. If sexual harassment is found to have occurred, the Town will take appropriate action, ranging from a verbal warning up to and including dismissal.

Complaints of sexual harassment or retaliation may also be filed with the following agencies:

Vermont Attorney General's Office
Civil Rights Unit
109 State Street
Montpelier, VT 05609-1001
Tel: (802) 828-3657 (voice)
(802) 828-3665 (TTY)

Equal Employment Opportunity Commission
JFK Federal Building
475 Government Center
Boston, MA 02203
Tel: (617) 669-4000 (voice)
1-800-669-6820 (TTY).

These agencies may conduct impartial investigations, facilitate conciliation, and, if they find that there is probable cause or reasonable grounds to believe sexual harassment occurred, they may take a case to court.

Section 12. Outside Employment:

The primary occupation of all full-time employees shall be with the Town. No employee shall engage in any outside business activities during their normal work hours. All employees are prohibited from undertaking outside employment that interferes with their

job performance or constitutes a conflict of interest. Under no circumstances shall an employee accept employment that requires the use of Town equipment, facilities, materials, or information not available to the public.

Prior to accepting any outside employment, all employees will disclose their intent to do so in writing and obtain prior clearance from the Town Manager that such employment does not constitute a conflict of interest. A conflict of interest means a direct or indirect personal or financial interest of an employee, his or her close relative, household member, business associate, employer or employee. A close relative includes a spouse, civil union partner, romantic co-habitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, parent-in-law and sibling-in-law.

Section 13. Personnel Records

Personnel records, including information supplied to the Town by the employee will be maintained for each employee. It is the employee's responsibility to provide the Town Manager's Office notice of any changes of address, telephone, marital status, dependent, or beneficiary status as soon as those changes occur. Accurate and up-to-date personnel records are essential to ensure that the Town will be able to reach employees in an emergency, forward employees' mail, and properly maintain insurance and other benefits.

In accordance with Vermont's Public Records Law, any employee or the employee's designated representative may inspect or copy his or her personnel file during regular office hours.

Section 14. Performance Evaluations:

Employees may be subject to job performance evaluations at such times and in such manner as the Town Manager or his or her authorized representative deems reasonable. The results of such evaluations will be submitted to the employee, the employee's supervisor, and the Town Manager and will become a part of the employee's personnel file.

Section 15. Employee Benefits

The Town offers the following group insurance benefits to full-time employees:

- (1) Health Insurance in an amount determined by the Select Board;
- (2) Life Insurance in an amount determined by the Select Board;
- (2) Worker's Compensation Insurance; and

- (3) Retirement Program through the Vermont Municipal Retirement System (VMERS).

Details about the rates and terms of coverage will be provided to individual employees at the time of hire. The Town reserves the right to change insurance carriers, or to add, delete or amend insurance benefit programs in its sole discretion. The Town also reserves the right to change the amount or percentage of its contribution to the cost of any group health insurance program. Employees will be provided with advance notice of any change in the contribution rate.

Section 16. Educational Assistance:

The Town encourages employees to continue their education and has established a limited reimbursement program for this purpose. In order for a full-time employee to receive reimbursement for an educational course, four requirements must be met: (a) any course must be pre-approved by the Town Manager (or Select Board in the case of the Town Manager) prior to enrollment; (b) the course must be job related; (c) a "C" grade or better must be earned by the employee; and (d) the employee must still be employed by the Town at the end of the course. Up to one hundred percent (100%) tuition reimbursement may be given to full-time employees who have satisfied the above requirements, subject to the availability of funds. However, reimbursement for credits will not exceed the University of Vermont's Vermont resident rates (undergrad or graduate) per credit and employees may only be reimbursed for up to six credits per year.

Upon completion of the course, a receipt for the course and an official statement of grades earned must be received by the Town Manager's Office. These items must be turned in before a reimbursement check will be issued.

Reimbursement is contingent on remaining in the employment of the Town for at least six months following the last class meeting. Employees who receive reimbursement and voluntarily leave the employment of the Town within that period of time must repay to the Town the total amount that was reimbursed.

Section 17. Compensation

(a) Total Remuneration: Except as provided in a separate written agreement, the hourly pay or salary established for a given position plus the benefits conferred by these Guidelines shall represent the total remuneration for the employee. An employee may also be reimbursed for expenses as follows:

- (i) Car Allowance: When authorized in advance by the Town Manager, an employee may receive a car allowance as reimbursement for the use of the employee's automobile for official Town purposes.

(ii) Mileage Reimbursement: When authorized in advance by the Town Manager, mileage reimbursement will be provided based on the Federal reimbursement rate when an employee uses their personal vehicle for Town business.

(b) Pay Dates: All employees will be paid on the Thursday following the close of the bi-weekly pay period which runs from Sunday to Saturday. This is effective the first full pay period after January 1, 2016. Any employee pay increase that is to occur in the middle of a pay period will take affect the first full pay period following that date.

(c) Base Rate of Compensation: Unless otherwise provided by separate written contract, the following base rate of compensation shall apply:

(i) Hourly employees shall be compensated for the hours actually worked during that pay period, plus any paid accrued time off that is used. Holiday, vacation, and sick time does not count toward hours worked.

(ii) Salaried employees shall be paid at a rate determined by dividing the annual salary by the number of pay periods in the year.

(d) Overtime Compensation: Unless otherwise provided by separate written contract, the following shall apply:

(i) Non exempt employees who are not law enforcement personnel will be compensated at their regular rate of pay for hours actually worked up to 40 hours in a workweek. These employees will be compensated at the rate of one and one half times their rate of pay for each hour actually worked in excess of 40 hours in any workweek.

(ii) Non exempt law enforcement personnel who are not covered by contract shall be compensated at their regular rate of pay for hours worked up to 86 hours in a 14 day work period. These employees will be compensated at the rate of one and one half times their rate of pay for each hour actually worked in excess of 86 hours in a 14 day work period.

In lieu of overtime pay, the Town in its discretion may provide non-exempt employees with compensatory time off ("comp time") subject to the following conditions:

- Non law enforcement personnel shall earn comp time at a rate of one and one half hours for each hour worked in excess of 40 hours in any workweek.
- Law enforcement personnel shall earn comp time a rate of one and one half hours for each hour worked in excess of 86 hours in any 14 day work period.
- An employee may, at the Town's discretion, be paid in cash in lieu of comp time off.
- An employee receiving payment for accrued comp time will be paid at the regular rate of pay earned by the employee at the time the employee receives such

payment.

- An employee who has accrued comp time and requests use of comp time will be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the Town's operations. Requests for use of comp time must be submitted to the Town Manager, who will have sole discretion to grant or deny the request. Requests for use of comp time will not unreasonably be withheld.
- An employee may accrue a maximum of 240 hours of comp time. An employee who has accrued 240 hours of comp time will be paid overtime compensation for additional overtime hours of work.
- All compensatory time off not used within the fiscal year shall be paid in full on the last work day of the fiscal year.

Section 18. Holidays

Full- and part-time employees will receive paid leave for the following holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Town Meeting Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

Two Floating Holidays to be taken in conjunction with either Independence Day or Christmas Day or at any time as determined by the Town Manager.

All full time non-union staff will receive 3 personal days per fiscal year.

An employee who is regularly scheduled to work 40 hours per week shall be paid for eight hours for each of the above holidays at his or her regular rate of pay. Employees working less than 40 hours per week will be paid for the number of hours they would have been regularly scheduled to work.

Hourly employees who are required to work on an approved holiday shall be paid one and one-half times their regular rate for the hours actually worked. Unionized employees shall follow the compensation language of their bargaining agreement when required to work overtime on a holiday. Employees cannot volunteer to work a holiday with

the expectation of overtime; employees must be required to work the holiday by a supervisor.

In the event that one of the above listed holidays falls on a Saturday, the Town will observe the preceding Friday as a legal holiday. Holidays falling on Sunday will be observed on the following Monday. If a holiday is observed during an employee's scheduled vacation, that day shall not be charged against his or her accrued vacation days.

Section 19. Vacation (Annual Leave)

(a) It is the policy of the Town to encourage every employee to take some time away from his or her job at least once every year to relax and enjoy the leisure time that has been earned.

(b) Employees who regularly work 40 hours per week and are not covered under contract or a collective bargaining agreement, are eligible to accrue paid vacation days according to the following schedule:

<u>Years of Service</u>	<u>Hours of Leave with Pay Earned Per Year</u>	
0 through 5	80 hours	
6 through 11	120 hours	
12 through 19	160 hours	
20 and Following	200 hours	

(c) An employee who is scheduled to work less than 40 hours per week will receive annual leave pro-rated based on the number of hours of that employee's regular work schedule.

(d) Vacation leave will be allocated annually on July 1, of each year.

(e) Employees will not be allowed to utilize accrued vacation time until they have completed six months of employment with the Town.

(f) A maximum of 160 hours of accrued and unused vacation times may be carried over from one year to the next.

(g) Employees must request to use vacation time at least two weeks in advance. Vacation requests must be made to the Town Manager's Office. Employees on vacation who become ill or injured may, upon proper notification, change their status to sick leave.

(h) In the event that an employee voluntarily terminates employment with the Town,

he/she shall be entitled to receive the accrued and unused vacation time in a cash payment. The Town will not provide a cash payout to employees who are discharged for cause or who resign within the first six months of employment.

(i) Vacation time credits shall not be advanced for use prior to their being credited to the employee's account.

Section 20. Sick Leave

(a) Sick Leave Earned and Accumulated: Employees who are regularly scheduled to work 40 hours per week shall be granted one hundred twenty hours sick leave each fiscal year, accrued on July 1 of each year. A maximum of 1,000 hours of sick leave may be carried over from one fiscal year to the next fiscal year. Employees who are regularly scheduled to work less than 40 hours per week will receive pro-rated sick leave based on their reduced work schedule. Sick leave benefits may not be used by an employee prior to being credited to his or her account.

(b) Sick Leave Benefits: An employee will receive sick leave pay at the employee's regular rate of pay. Sick leave earned under Section 20(a) shall only be paid to employees for time absent from work due to illness or injury. The Town Manager may require a certificate from a licensed physician stating the necessity for the use of paid sick leave during three (3) or more consecutive work days. In addition, if the Town Manager has reason to believe the use of paid sick leave is being abused, he or she may require such a certificate for any use of paid sick leave.

(c) Use of Sick Leave: Accrued sick leave may be used when the employee:

1. is ill or injured;
2. obtains professional diagnostic, preventive, routine, or therapeutic health care;
3. cares for a sick or injured family member, including helping that individual obtain diagnostic, preventive, routine, or therapeutic health treatment, or accompanying the employee's parent, grandparent, spouse, civil union partner, or parent-in-law to an appointment related to his or her long-term care;
4. is arranging for social or legal services or obtaining medical care or counseling for the employee or a family member who is a victim of domestic violence, sexual assault, or stalking or is relocating because of any of these; or
5. cares for a family member because the school or business where that individual is normally located is closed for public health or safety reasons.

An employee's family member is a parent, grandparent, spouse, civil union partner, child, brother, sister, parent-in-law, grandchild, step child, foster child, or ward of employee.

(d) Separation: Benefits under this Section are meant for income protection during illness or injury and therefore shall not be converted to cash or extra time off with pay.

(e) Illness or Injury During Scheduled Time Off: Sick leave shall be payable only with respect to a work day on which the employee would otherwise have worked, and shall not be paid to an employee for a scheduled day off, holiday, vacation, leave of absence, or to any day for which an employee has received full pay from the Town.

(f) Sick Leave Donation: Town employees receiving sick leave benefits can donate sick leave to an employee who has used up his or her sick leave benefits and all other leave and is absent from work on account of a non-work-related disability. A donation made by one employee to another requires a written request for the donation to the Town Manager's Office. Sick leave donations may be made in blocks of 40 hours or less. Any donation of sick leave in excess of 40 hours needs approval of the Town Manager. The donation request must include the amount of sick leave to be donated and the name of the employee to receive the sick leave donation. The sick leave transfer will be administered by the Town's Payroll and Benefits Administrator. A donation once implemented may not be reversed.

Section 21. Workers' Compensation:

The Town of Hardwick reserves the right, in cases of claims for work related illnesses or injury, to designate the initial medical treatment provider for its employees. Work related injuries or illnesses must be reported to the Town Payroll and Benefits Administrator within 72 hours of when the employee learns of an injury.

Section 22. Leaves of Absence

(a) Funeral Leave: In the event of a death in the immediate family of an employee, and upon request, such employee will be excused with pay for up to three (3) days for the purpose of making funeral arrangements or to attend the funeral. For purposes of this Section, "immediate family" means an employee's parent, grandparent, spouse, civil union partner, child, brother, sister, parent-in-law, grandchild, foster child, stepchild or ward that lives with the employee, or any person residing with the employee. Leave to attend the funeral of any individual not listed above, or leave for periods longer than three days shall be granted only at the discretion of the Town Manager, and the employee may be required to use accrued sick time. If the Town Manager so requests, the employee shall provide evidence of death and attendance at the funeral. Funeral leave does not accrue and thus, when not used, is not carried forward into the next year nor compensated upon separation from employment.

(b) Jury Duty and Court Appearance: An employee who is required to report for jury duty or to provide testimony because of the employee's status as a Town employee shall be compensated by the Town at his or her regular rate of pay for each hour of the normal

work day absent for such duty less the compensation received for such duty. For purposes of this section "compensation" shall not include reimbursements for expenses.

(c) Parental - Family Leave Without Pay: Eligible employees may receive leave as described in the Vermont Parental and Family Leave Act (VPFLA). This state law will determine employee eligibility, the qualifying reasons for such leave and the length of leave. The Town reserves the right to designate any qualifying leave of absence granted under this policy as leave under the VPFLA. A request for leave must be made to the Town Manager. For the purposes of determining the twelve-month period in which an employee may be entitled to VPFLA leave, the Town will use a rolling twelve-month period measured backward from the date an employee uses such leave.

(d) Short Term Family Leave: In accordance with the 21 V.S.A. § 472a, employees employed by the Town for at least one year for an average of at least 30 hours per week may be entitled to take unpaid leave not to exceed four hours in any thirty-day period and not to exceed twenty-four hours in any twelve month period for the following purposes:

- To participate in preschool or school activities directly related to the academic educational advancement of the employee's child, stepchild, foster child, or ward who lives with the employee, such as a parent-teacher conference;
- To attend or accompany the employee's child, stepchild, foster child, or ward who lives with the employee or the employee's parent, spouse or parent-in-law to routine medical or dental appointments;
- To accompany the employee's parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being; or
- To respond to a medical emergency of the employee's child, stepchild, foster child, or ward who lives with the employee or the employee's parent, spouse or parent-in-law.

The Town may require that leave (including vacation and personal leave) be taken in a minimum of two-hour segments. At the option of the employee, accrued paid leave may be used. Before taking leave under this section an employee shall make a reasonable attempt to schedule appointments outside of regular work hours. An employee shall provide the Town with the earliest possible notice of the intent to take short term family leave, but in no case later than seven calendar days before leave is to be taken, except in the case of an emergency where the required seven day notice could have a significant adverse impact on the family member of the employee.

Short term family leave may not be accrued and is not paid out if unused.

(e) Military Leave Without Pay: The Town will comply with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. §§ 4303 et seq., and 21 V.S.A. §§ 491 et seq. Employees who take military leave subject to the provisions of these laws will be granted leave without pay. At the option of the employee, any paid leave accrued prior to the commencement of the

leave may be used. It is the established policy of the Town not to deny an individual initial employment, or deny an existing employee any benefit, or dismiss an employee because of the person's membership in a uniformed service, or obligation to perform future service.

(f) Other Leave without Pay: The Town Manager may grant a leave of absence without pay to an employee who has completed at least one year of service. Requests for leaves of absence without pay for any reason other than those covered by state or federal law must be submitted in writing and must set forth the reason for which the leave is requested. All leave requests must be for a definitive period of time and include a specified date of return. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in such employment activities during such leaves may be terminated by the Town immediately.

Where the leave of absence is for less than thirty (30) days, upon return, the Town will attempt to place the employee in his or her previous job; if the leave of absence is for thirty (30) days or more, the Town will attempt to place the employee in the first available position for which the Town deems he/she is qualified. If, upon the expiration of a leave of absence without pay, there is no work that the Town deems acceptable for the employee or if the employee would have been laid off according to his or her seniority except for his or her leave, he/she shall be laid off. An employee shall have his or her seniority continued after the period of leave. Employees shall not be entitled to the accrual of benefits or paid time off during that period.

Employees granted insurance under these Guidelines shall be entitled to coverage under applicable group health and life insurance plans, provided employee makes the arrangements for the change in advance and pays the entire insurance premium involved, including the amount of premium previously paid by the Town.

Section 23. Separation from Employment

Should an employee voluntarily decide to leave the employment of the Town, two weeks' notice is expected. Separated employees may be granted an exit interview with the Town Manager on or near the last day of work. The information discussed in this interview will be kept confidential to the extent possible under the law. This interview allows employees to discuss any suggestions or concerns they may have. The ideas brought out in these discussions will help the management to improve working conditions. Also, at this time the termination or continuance of benefits will be discussed with the Office Manager.

An employee may be laid off when it is deemed necessary by reasons of shortage of work or funds, elimination of the position or other material changes in the duties to be performed in the structure of the organization. All layoffs shall be contingent upon the Town Manager's approval.

Section 24. Employee Safety

The Town strives to maintain safe working conditions for its employees and will take efforts to enhance safety through training. However, the success of any safety program depends on the safety consciousness of everyone. An employee will be informed if there are special safety regulations or programs regarding his or her particular job. To the extent deemed necessary, all new employees will undergo a safety orientation. Also, in order to promote safety, all drivers of the Town vehicles will have their Vermont State Motor Vehicle driving record reviewed annually by the Town. Any employee who observes an unsafe practice should report the infraction to his or her supervisor immediately.

Should an employee be found not to follow safe working habits as defined in the Town's Safety Guidelines, he or she shall be subject to disciplinary action, up to and including termination.

The following procedures should be followed by Town employees immediately following events that are not consistent with routine operations and which result, or under different circumstances, may have resulted in loss or damage to property, interruption of earnings, or injury to persons:

(a) Incident Report: A written Incident Report must be completed by the relevant Department Head. The completed form should be submitted to the Town Manager's Office the same day the incident occurs, or the next morning if the incident occurs at night.

(b) Town Vehicle: If the incident involves a Town vehicle the Police Department must investigate and an accident report must be completed. If a police vehicle is involved, the accident must be investigated by the State Police. A copy of the accident report must be submitted to the Town Manager's Office.

(c) Injury: If the incident involves an injury to an employee, a State of Vermont, "First Report of Injury" form should be completed within twenty-four (24) hours. If the employee has been hospitalized or is unable to complete the form, it should be completed by the employee's Department Head.

Section 25. Alcohol and Drug Use:

The following conduct is prohibited during working hours, while using municipal equipment, and/or while on municipal property:

- The use of alcohol;
- The use of drugs except in the manner prescribed by a duly-licensed physician or dentist;
- Being under the influence of drugs or alcohol; and
- The possession, sale, transfer, or purchase of illegal drugs.

An employee who engages in any of the above behaviors will be subject to disciplinary action up to and including termination.

In addition to these Guidelines, employees who operate commercial motor vehicles (CMVs) for the Town are also subject to the provisions of the Town's CMV Drug and Alcohol Policy.

Section 26. Tobacco Use

In recognition of the hazards that tobacco poses to the health of employees, and in accordance with 18 V.S.A. §§ 1421 et seq. and §§ 1741 et seq., the Town hereby prohibits employees' use of tobacco in any form, including electronic cigarettes, in all publicly-owned buildings, offices and enclosed areas, and in all Town vehicles. This prohibition includes the hallways, reception areas, restrooms, kitchen facilities, meeting rooms, and all other enclosed spaces within Town buildings. Smoking may occur at a reasonable distance outside of areas where smoking is prohibited provided that tobacco smoke does not enter into the area through entrances, windows, ventilation systems, or any other means.

Section 27 - Disciplinary Action:

The Town has adopted a progressive discipline process to identify and address employee and employment-related problems. This process applies to any and all employee conduct that the Town in its sole discretion, determines must be addressed by discipline.

Under the Town's progressive discipline process, an employee may be subject to disciplinary action, up to and including termination, for violation of the provisions of these Guidelines and/or failure to maintain an acceptable level of performance. The Town may take prior disciplinary action into consideration when disciplining or terminating an employee. Violations of different Guidelines may be treated as repeated violations of the same rule for purposes of progressive discipline.

Most often, employee conduct that warrants discipline results from unacceptable behavior, poor performance, or violation of the Town's Guidelines. However, discipline may be issued for conduct that falls outside of those identified areas. The Town also reserves the right to impose discipline for off-duty conduct that adversely impacts the legitimate interests of the Town.

The Town will normally adhere to the following progressive disciplinary process, but reserves the right to bypass any or all steps of progressive discipline when it determines, in its sole discretion, that deviation from the process is warranted: (1) verbal warning; (2) written warning; (3) suspension with pay; (4) suspension without pay; and (5) termination.

In addition to the above, the Town in its sole discretion may apply progressive

corrective action such as providing the employee with oral or written feedback, a written performance evaluation with a specified prescriptive period for remediation specified therein, or a warning period.

In all cases, the Town will endeavor to act promptly to impose discipline or corrective action within a reasonable time of the offense, and apply discipline or corrective action with a view toward uniformity and consistency.

Employees are prohibited from engaging in conduct listed below and may receive discipline, up to and including termination, for doing so. This list has been established to provide examples of behavior that could warrant a range of disciplinary sanctions. Appropriate levels of discipline may be based on the severity of employee conduct. This list is not exhaustive.

- a) Engaging in any illegal activity.
- b) Refusing to do assigned work or failing to carry out the reasonable assignments of a Supervisor or the Town Manager.
- c) Being inattentive to duty, including sleeping on the job.
- d) Falsifying a time card or other record or giving false information to anyone whose duty is to make such record.
- e) Being repeatedly or continuously absent or late, being absent without notice or satisfactory reason or leaving one's work assignment without appropriate authorization.
- f) Conducting oneself in any manner that is offensive, abusive or contrary to reasonable community standards and expectations of public employees.
- g) Engaging in any form of harassment including sexual harassment.
- h) Misusing, misappropriating, or willfully neglecting Town property, funds, materials, equipment or supplies.
- i) Unlawfully distributing, selling, possessing, using or being under the influence of alcohol or drugs when on the job or subject to duty.
- j) Fighting, engaging in horseplay or acting in any manner which endangers the safety of oneself or others. This includes acts of violence as well as threats of violence.
- k) Stealing, possessing, or using without authority any equipment, tools, materials or other property of the Town or attempting to remove them from the premises without approval or permission from the appropriate authority.
- l) Marking or defacing walls, fixtures, equipment, tools, materials or other Town property, or willfully damaging or destroying property in any way.
- m) Willful violation of Town Guidelines.
- n) Inability to get along with fellow employees.
- o) Loss of a license or certificate issued by the State and/or Federal authority needed to conduct daily work.
- p) Violence or the threat of violence against any employee of the Town or other person.

Section 28: Employee Termination Process:

The Town has adopted an employment termination process. Most often, employee conduct that warrants termination results from unacceptable behavior, poor performance, or violation of the Town's Guidelines, practices, or procedures. However, termination may result from conduct that falls outside of those identified areas. The Town need not utilize this termination process but may take whatever action it deems necessary to address the issue at hand.

The Town also retains the right to unilaterally eliminate a position and thus terminate employment or reduce the work hours for some or all employees due to economic conditions, shortage of work, organizational efficiency, changes in departmental functions, reorganization or reclassification of positions resulting in the elimination of a position or for other related reasons. In such cases, this termination process does not apply.

Probationary employees are not subject to the Town's termination process. Notwithstanding any other provision of this policy, an employee terminated during the probationary period will have no right to appeal such termination.

An employee being considered for termination will be provided with written notice. The notice will contain a brief statement of the reasons termination is being considered and the date, time and place of a pre-termination meeting with the Town Manager.

At the pre-termination meeting, the employee will be afforded an opportunity to present the employee's response to the reasons for which termination is being considered. If the employee declines to attend the pre-termination meeting, the employee may submit a written response to the pre-termination notice not later than the scheduled date of the meeting.

Within seven calendar days of the date of the meeting, the Town Manager will provide the employee with a written notice informing the employee whether he/she has been terminated. If the employee has been terminated, the notice will provide the general reasons therefore and will also inform the employee of the opportunity to request a post-termination hearing before the Select Board by giving written notice of such request to the supervisor within seven calendar days. The employee will be informed that the employee's failure to make a timely request for a post-termination hearing will result in such hearing being waived.

If a request for a post-termination hearing is made, the Select Board will provide the employee with a notice informing the employee of the date, time, and place of the post-termination hearing before the Select Board. The notice will inform the employee of his or her right to be represented by counsel, to present and cross-examine witnesses and to offer supporting documents and evidence.

The Select Board will make such determinations as may be necessary in the event of evidentiary objections or disputes. When the hearing is adjourned, the Select Board, under the authority granted by 1 V.S.A. § 312(e), will consider the evidence presented in the

hearing in deliberative session. The Select Board will render a written decision within fourteen days after close of the hearing, unless otherwise agreed upon by the parties.

Section 29. Grievance Procedure:

For the purpose of these Guidelines, a grievance is defined as a claim by an employee that there has been a violation of a work rule or employment practice.

Procedure: Any grievance which may arise between an employee and the Town shall be settled utilizing the following procedures:

Step 1. Any employee or group of employees having a grievance and desiring to present same, shall first present the grievance orally in person to their immediate supervisor within a reasonable time after the event giving rise to the grievance. The complaint shall set forth all the facts necessary to understand the issues involved and it shall be free from charges or language not germane to the real issue or conducive to subsequent calm deliberation. The supervisor and the person or persons presenting the grievance will discuss and attempt to resolve the matter. If they are unable to arrive at a satisfactory decision as a result of such discussion and it is desired to proceed further, then the grievance may be appealed to Step 2.

Step 2. The grievant may pursue the grievance by filing a written request for a meeting with the Town Manager, shortly after the meeting with the supervisor. The Manager will then schedule a meeting to discuss the matter with the grievant shortly after receiving the request for a meeting.

Step 3. If a settlement of the grievance is not reached after such meeting with the Town Manager, the party or parties affected may present a written grievance to the Town Manager for action by the Select Board. The writing shall contain all the facts and chronology upon which it is based; the remedy or correction which is desired to be made; and the section or sections of these Guidelines relied upon or claimed to have been violated. The Select Board shall meet within fifteen business days (15) to discuss the matter with the grievant.

The Select Board will issue its decision relative to the grievance within 15 days after the Select Board meeting with the grievant and/or with his or her representative. If the grievant is not satisfied by the Select Board decision, mediation or arbitration may be initiated at the agreement of the Select Board, at the cost of the Town, if any.

Section 30: Severability:

If any provision of these Guidelines or the application hereof to any person or a circumstance(s) is held invalid, this invalidity does not affect other provisions or applications of the Guidelines which can be given effect without the invalid provision or application. For this purpose, these Guidelines are severable.

ADOPTED this ____ day of _____, 20__.

SIGNATURES of SELECT BOARD:

Eric Remick, Chair

Kathleen Hemmens, Vice Chair

Shari Cornish

Elizabeth Dow

Kory Barclay

Addendum A: Personnel Acknowledgement

I, _____, acknowledge that:

- A. I received a copy of the Town's personnel policy on _____ and it is my responsibility to familiarize myself with its contents;
- B. I understand that it is my responsibility to ask questions if there is anything in the policy that I do not understand;
- C. I understand that the language used in this personnel policy is not intended to create, nor should it be construed to create, a contract of employment between myself and the Town;
- D. I acknowledge that the Town reserves the right to add, amend or discontinue any of the provisions of this policy for any reason or none at all, in whole or in part, at any time, with or without notice;
- F. I acknowledge that it is my responsibility to comply with all the provisions of the Town's personnel policy.

Employee's Signature

Date

**ADDENDUM B:
Agreement by Independently-Elected Officer to be Bound by
Personnel Policy**

This is a contract between the Select Board of the *[insert name of municipality]* and *[insert name and title of independently elected officer]*, collectively referred to as "parties."

In exchange for the provision of benefits by the Town as follows:

[list benefits]

[Insert name] agrees to be bound by the provisions of the *[insert name of municipality]* Personnel Policy, except the provisions on Probationary Period, Performance Evaluations, Employee Discipline, and Employee Termination.

[Insert name] agrees as follows:

- *[she / he]* has received a copy of the Town's Personnel Policy and understands that it is *[her / his]* responsibility to familiarize *[herself / himself]* with its contents;
- *[she / he]* has been given an opportunity to ask questions about said policy and has been provided with satisfactory information in response to those questions;
- *[she / he]* acknowledges that the Town reserves the right to add, amend or discontinue any of the provisions of this policy for any reason or none at all, in whole or in part, at any time, with or without notice;
- *[she / he]* acknowledges that *[she / he]* understands the Town's personnel policy and agree that *[she / he]* will comply with all of its provisions.

The parties agree that this shall not constitute a contract for employment

[If applicable, insert the following: "In addition to the above, [name] agrees that [her / his] statutory assistant, [name], who holds the position of [insert title], will be subject to the Town's Personnel Policy except the provisions on Performance Evaluations, Discipline, and Termination, which do not apply to him/her. In return, said statutory assistant will receive benefits from the Town as follows: [list benefits]]

Entered into this ____ day of _____, 20____

BY: Independently-Elected Official:

Select Board:
