TOWN OF CHARLOTTE
PERSONNEL POLICIES

Approved: June 2, 2014

INTRODUCTION

Charlotte is a small Vermont town with exceptional resources of scenic beauty, agricultural heritage, environmental awareness, fine schools, and a long tradition of active and informed citizen involvement.

Charlotte's government is comprised of elected officials—the Selectboard, Town Clerk, Town Treasurer, and Listers. Other town functions are carried out by employees hired to provide services and to implement programs such as planning, zoning, recreation, and senior center. The Selectboard develops and adopts town personnel policies that describe the responsibilities, performance, and standards required of town employees and the benefits available to them. The Selectboard members believe that the people who work for the town contribute significantly to the quality of life in Charlotte.

SECTION 1. PURPOSE and ADMINISTRATIVE AUTHORITY

The purpose of this document is to provide information to town employees and other interested parties on the policies and related procedures that apply to employment by the Town of Charlotte. All employees will receive a copy of these personnel policies and of any amendments as they occur. Employees also will receive a copy of the related document, *Town of Charlotte Workplace and Employment Policies.*

This document does not constitute a contractual agreement and does not constitute a contract for employment in whole or in part. The Selectboard reserves the right to make permitted additions, deletions, or amendments to any policy, procedure, or benefit by resolution of the Board at any time at any properly warned meeting, except as otherwise committed to by formal contract agreements.

This document shall be known as *Town of Charlotte Personnel Policies* and is hereby adopted pursuant to the provisions of Vermont Statutes Annotated (24 V.S.A. Ch. 33 Subch. 11 Secs. 1121-1122).

1.1. Authority of Selectboard

The Selectboard members shall have the full authority they are granted by law to administer this policy and make decisions regarding the employment of persons by the town including, without limitation, the authority to establish positions, eliminate positions, determine the responsibilities and duties to be carried out in each position, establish necessary qualifications for each position, establish hours of work, determine the compensation and benefits provided to a position, hire employees, establish standards of performance and conduct, conduct performance appraisals, establish procedures for disciplinary action including suspension, dismissal, and termination, and to take appropriate disciplinary action.

This policy shall be applicable to the following positions:

1. Town Administrator
2. Town Planner/Zoning Administrator
3. Administrative Assistant
4. Senior Center Activities Director
5. Senior Center Volunteer Coordinator
6. Recreation Coordinator
7. Assistant Town Clerk/Treasurer
8. Elected positions: Town Clerk, Town Treasurer, Listers, Delinquent Tax Collector
   <u>Only Section 4 and Section 5 apply to elected positions.</u>
9. Library employees (See below)

Such other positions as the Selectboard shall identify by resolution from time to time.

(Note: Under Vermont law 22 V.S.A. Ch. 3, Secs. 142, 143, 145, library boards of trustees hire the Library Director, and the Library Director hires the library staff. The Charlotte Library Board of Trustees and the Charlotte Selectboard have an agreement whereby the Library Board of Trustees adopts library personnel policies that do not conflict with the Town of Charlotte's personnel policies.)

The Selectboard shall prepare a written job description for each position (excluding elected officials which are defined in Vermont State Statute) which will describe the duties and responsibilities of each position, the essential job functions of the position, and the qualifications required to hold the position. The Town Clerk/Treasurer shall prepare a written job description for the

Assistant Clerk/Treasurer. The board may, from time to time, modify a job description. The board also shall prescribe the number of hours per day and per week of actual attendance or duty for employment in positions. The hours so established are defined as approved hours and shall be construed as the normal workday or average work week.

The people who hold the positions to which these rules are applicable are sometimes referred to collectively herein as "employees of the town."

SECTION 2. DEFINITIONS

2.1. Categories of Employees

2.1.1. Regular Employee:

A regular employee is an employee who is approved for 20 or more hours per week. A regular employee is eligible for employment benefits. Compensation for paid leave (vacation, holiday, sick/injury time off and personal day) for regular employees is prorated based on approved hours.

2.1.2. Part-time Employee: A part-time employee is an employee who is approved for fewer than 20 hours per week and is not eligible for employee benefits. With regard to health insurance, see Section 5.1.2

2.1.3. Temporary Employee: A temporary employee may work full time or part time depending on the position. Types of temporary appointments include the following:

a) Emergency Appointment: If it becomes necessary as determined by the Selectboard to fill a position on short notice in order to prevent disruption in services to the public or the conduct of town business, the Selectboard may fill a full-time or part-time position on a temporary basis in accord with these policies for a period not to exceed ninety (90) days. Persons employed on an emergency basis are not eligible for employment benefits.

b) Limited-Term Appointment: A limited-term appointment may be made when a specific project requires additional personnel for a specific time period or to fill the job of an employee who is on leave of absence. A limited-term appointment may be to a full- or part-time position and has the related employment benefits.

c) Student Appointment: A student of public administration or a related professional area may be appointed to work for the Selectboard or its designee in order for the town to have the benefit of additional help while the student gains real work experience related to his or her field of study. A student appointment requires a Student Work Plan approved by the Selectboard and must be for a definite period, not to exceed 12 months. Student appointments may be paid or non-paid (volunteer). They do not include benefits.

d) Seasonal Appointment: A Seasonal Appointment may be made for a specific activity (e.g., a job at the Charlotte Town Beach) for a period not to exceed one hundred twenty (120) days. Seasonal appointments do not include benefits.

2.2. Terms Used in these Policies

2.2.1. Approved hours: Approved hours are hours per week that will be worked by the employee as approved by the Selectboard at the time of hire or subsequently. The Selectboard retains the authority and right to modify approved hours to address staffing needs

2.2.2. Conflict of Interest: For the purposes of this document, conflict of interest is defined as any interest or activity--whether financial, personal, public, or private--that conflicts with, or has the potential to conflict with, the impartial performance of an employee's job duties and responsibilities.

2.2.3. Exempt and Non-exempt Employee: These terms shall be construed according to the Fair Labor Standards Act (29

U.S.C. Sec. 201) as amended in 2004. As referred to in these policies, an exempt employee is one who is exempt from the provisions of the federal Fair Labor Standards Act concerning overtime pay. Generally, an exempt employee is one who is not paid on an hourly basis and is working in an executive, administrative, or professional capacity. An exempt employee is not eligible for overtime pay. (For more information contact the U.S. Department of Labor field office in Burlington.)

2.2.4. Dependents: For health insurance coverage by the town, the term "dependents" shall include those persons defined by the town's health insurance provider as dependents.

2.2.5. Domestic Partner: For health insurance coverage by the town, the term "domestic partner" shall be defined as stated by the town's health insurance provider.

2.2.6. Household Member: Household members shall include any person living in the home of the employee who relies on the employee for care when he or she is injured or ill.

2.2.7. Immediate Family: Immediate family shall include husband, wife, partner in a civil union, mother, father, sister, brother, daughter, son, step-daughter, step-son, grandmother, grandfather, father-in-law, or mother-in-law.

2.2.8. Immediate Supervisor: As used in this document, immediate supervisor shall mean the immediate supervisor identified in the employee's position description.

2.2.9. Position: An employment position consists of specified duties and responsibilities assigned or delegated by the appointing authority to be performed by one person who is hired as a full-time, part-time, or temporary employee as defined above.

2.2.10. Salaried position: An employment position where the incumbent is paid with an annual salary to satisfactorily accomplish the job responsibilities without regard to hours

worked, as opposed to being paid hourly. The annual salary is paid in increments each pay period.

2.2.11. Volunteer: A volunteer is an individual who provides specified services to the town that have been approved by the Selectboard with the understanding that the volunteer is making a contribution of time and effort for which he or she will not be compensated.

2.2.12. Work Week: The work week shall consist of seven (7) consecutive days starting on Saturday at 12:01 a.m. and ending at midnight on Friday. An individual employee's work week shall consist of the number of approved hours (See 2.2.1.) listed in his or her position description and/or employment category and approved by the Selectboard.

SECTION 3. EMPLOYMENT STANDARDS

3.1. Recruitment, Applications, and Appointments

3.1.1. Position Descriptions. When an established position becomes vacant, the Selectboard will review the existing position description, determine if it accurately reflects the current situation for that position, and make adjustments as necessary.

When a new position is to be filled, the Selectboard will develop a position description that includes but is not limited to:

- job duties and other responsibilities of the position
- qualifications necessary for performing the job, including skills and experience, and greater than average physical demands, if any, that are desired or required.

3.1.2. Posting and Advertising. Notification that a position is available must be posted at the Town Hall and other places in the community where notices of town meetings and other town business are normally posted. The position must be advertised in newspapers of general circulation in the town. The advertisement may be a shortened form of the position

description, must state that the town is an Equal Employment Opportunity employer, and must contain, at a minimum, the position title, the necessary qualifications, an application date deadline, and the name and address of the person to whom the application should be sent.

3.1.3. Interviews and Reference Checks. Applicants who best meet the qualifications stated in the employment advertisement will be interviewed in a timely manner by a designee or designees named by the Selectboard. The town shall follow all applicable laws regarding providing "reasonable accommodation" for all interviewees who request it for the interviewing process.

All applications for the position will be kept on file for six (6) years. References provided by applicants who meet the stated qualifications and who interview successfully will be checked. Current employers will not be contacted unless the applicant gives permission. These reference checks shall be completed in person or by telephone prior to an offer of employment, and the information shall be made part of the application file.

3.1.4. Proof of Citizenship. An applicant who is offered employment by the Town of Charlotte must provide the Selectboard with proof of United States citizenship or legal immigration status in conformance with federal law. An applicant who cannot provide such proof (Form I-9) shall not be hired by the Town of Charlotte until the necessary proof is produced. (See 8 U.S.C. Sec. 2601.)

3.1.5. Physical Examination. All new employees may be required to have a physical examination, at the expense of the town, if the Selectboard members determine that the requirements of the position make an examination necessary. The examination would occur **after** employment has been offered. Appointment to a position may be conditional on positive results of the examination. The specific criteria will be determined by the Selectboard based on the requirements of the essential functions of the job. All information obtained as part of the medical examination shall remain confidential and shall

be placed in a file separate from the employee's personnel file. (See Americans with Disabilities Act, 42 U.S.C. Sec. 12132.)

3.1.6. Temporary Emergency Appointment Waiver. If the Selectboard declares an emergency hiring situation, any or all of the application process requirements may be waived in order to continue providing needed town services until an employment search as described in these rules can be completed successfully. This waiver shall be reviewed at ninety (90) days and may be renewed for another ninety (90) days.

3.1.7. Selection and Appointment. Selection of a person for employment in a town position that is made by the Selectboard shall be made based on appropriate criteria, which include experience, applicable education and training, knowledge, technical skills, interpersonal skills, and physical fitness (when necessary for the essential functions of the position).

Interviewers' rankings of the candidates must be kept on file.

A candidate who is selected for employment will be notified verbally by the appropriate town officer. A Selectboard member or other town official will write a letter confirming the offer, the job title, the starting date, the salary and benefits, and the duties of the position. The candidate who accepts the position will be required to sign the offer letter, thereby making the offer final.

3.1.8. Promotion Policy. Vacancies in positions above the lowest level shall be filled as far as practicable by the promotion of employees already working for the town. An announcement of a job opening will be posted in the workplace five (5) working days before the announcement is made to the general public. Promotion in every case must involve a definite increase in duties and responsibility and shall not be made merely for the purpose of increasing the employee's compensation.

3.1.9. Initial Probationary Period. All employment offers for new employees for greater than ninety (90) days shall be made with the understanding that the appointment is subject to an initial probationary period of six (6) months. The probationary period may be reduced at the sole discretion of the Selectboard.

One month before the end of the probationary period, the Selectboard may meet to review the work of the new employee. During the probationary period, the Selectboard may dismiss an employee who is unable or unwilling to carry out the duties of the position satisfactorily or whose performance and dependability are not adequate or reliable.

3.2. Standards of Job Performance

3.2.1. Probationary Employees. Each new employee must be given a copy of his or her position description at the time of employment. The position description states the duties and responsibilities of the position and the necessary qualifications. By accepting employment by the Town of Charlotte, each employee is obliged to meet the responsibilities and perform the duties as presented at the time the employment offer is made.

During a new employee's first month on the job, the Selectboard shall designate a board member to be responsible for meeting with the new employee to discuss, agree upon, and record in writing the performance objectives for the employee's first six (6) months or other time period. When the new employee's performance is reviewed before the end of the probationary period, these objectives will form the basis for the evaluation of performance. In addition, the employee's conduct will be evaluated against the town's Standards of Conduct. (See Section 3.4.)

3.3. Performance Review and Appraisal

The Selectboard shall designate one or more board members to be responsible for reviewing and appraising in writing each employee's performance at least annually. The performance review and appraisal shall take place either in the anniversary

month of the employee's initial hiring or during one specific month of the year designated by the Selectboard for performance appraisals to be completed. (See Attachment A, *Town of Charlotte Performance Appraisal Form.)*

3.3.1. Performance Conference. A conference will be scheduled with each employee at which time the employee will receive a written appraisal of his or her performance. At this conference the employee will submit his or her own self-appraisal that specifies his or her perceived accomplishments, any areas where improvement is needed, and the employee's suggested objectives for the next year.
After the appraisal has been discussed with the employee and amended if necessary as a result of the conference, objectives for the employee will be established for the next year. The final appraisal must be signed by the Selectboard members and the employee. The signature of the employee indicates that the appraisal has been presented to the employee and discussed; the employee's signature does not mean that he or she agrees with the appraisal. The signed appraisal will be given to the employee, and a copy will be placed in his or her personnel file. The employee may read his or her personnel file at any time during normal business hours in the presence of a member of the Selectboard or its designated representative. (See Section 6.)

3.3.2. Corrective Probationary Period. The Selectboard may establish a corrective probationary period for an employee who has received an unsatisfactory appraisal at the annual performance review conference. At the discretion of the Selectboard, this period may be for a period of up to ninety (90) days.

A positive appraisal reflecting improved performance before the end of the corrective probationary period may result in the cancellation of the probation. Failure to improve performance during the corrective probationary period may result in suspension with or without pay or termination at the end of the period. There will be no reduction in pay or loss of fringe benefits during the corrective probationary period.

3.4. Standards of Conduct

3.4.1. General Obligation. Employees of the town are expected not only to perform the technical requirements of their jobs competently but also to conduct themselves in a professional and respectful manner in interactions with the Selectboard, town residents, other employees, and the general public.

3.4.2. Attendance at Work. The Selectboard shall determine and make known the number of hours per day and per week of attendance on duty required in each position. Hours so determined shall constitute the workday and work week for each position. All employees are expected to be at work and arrive on time. If an employee unexpectedly cannot report for work or is delayed and is going to be late, he or she must notify the town offices as soon as possible and state the reason.

Employees shall not be absent from work without approval. All employees must have their vacation schedules approved by the Selectboard or their immediate supervisor and must have approval for the use of personal days 24 hours in advance except in case of an emergency. An employee who does not report to work for three (3) consecutive days and does not provide a satisfactory explanation shall be considered to have abandoned his or her position.

3.4.3. Relationships with Other Employees or Supervisors. Employees are expected to accept and carry out directives related to their job descriptions from their immediate supervisors in a timely and effective manner and to maintain professional and productive relationships with their co-workers.

All employees must read, be familiar with, and conduct themselves according to the provisions of the *Town of Charlotte Harassment Policy*. (See *Town of Charlotte Workplace and Employment Policies*.)

3.4.4. Workplace Safety. All employees must read, be familiar with, and abide by the health and safety policies of the

Town of Charlotte. (See *Town of Charlotte Workplace and Employment Policies.)* Employees must not be under the influence of drugs or alcohol while on duty. Employees must not carry any weapons while engaged in town business unless they are authorized to do so by the Selectboard.

Employees must avoid any action or conduct that presents a threat to the safety of the public, co-workers, or town property. The Selectboard must be notified as soon as possible in the case of unsafe equipment, personal injury, or damage to property that occurs on town property.

3.4.5. Use of Town Property. Employees shall not use town property or equipment for any private, personal, or political purpose without written authorization from the Selectboard or its authorized representative.

3.4.6. Political Activity. Employees **may**--outside of work hours and outside of the workplace:

- become members of political parties
- attend political meetings
- express opinions on public issues
- support candidates for public office, and
- run for public office unless that is prohibited by any federal, state, or local law or regulation.

Employees **may not** during work hours and in the workplace request from any other employee:

- participation, direct or indirect, in any political activity
- membership in any political organization or party
- contributions for any political party, organization, or candidate
- a signature on any petition supporting a candidate for office, or
- a signature on any petition supporting a position or opinion on any public question.

In addition, employees may not use their positions or authority as town employees in order to promote or impede the cause of any candidate for office or any public issue or question.

Employees may not use town facilities, equipment, or supplies in order to promote or impede the cause of any candidate for office or any public issue or question.

3.4.7. Confidentiality. No employee shall disclose any confidential information relating to the officers, employees, transactions, property, or affairs of the town unless required by law or authorized to do so by the Selectboard.

3.4.8. Outside Employment. While employed by the Town of Charlotte, employees (full-time and part-time) may not take another job that interferes with or impairs their performance of town duties or that represents a conflict of interest.

3.4.9. Conflicts of Interest. Employees of the town shall not engage in any activity--financial, personal, public, or private--that involves a conflict of interest with their town duties and responsibilities. Further, to maintain the public trust, town employees shall try diligently to avoid any situation that has the potential for conflict of interest or the appearance of a conflict of interest.

a) Contracts. No employee of the Town of Charlotte shall have a beneficial interest, directly or indirectly, in any contract with the town, regardless of amount, or furnish any material, or perform any labor, except in the discharge of his or her official duties, unless such contract shall have been awarded upon bids advertised for by newspaper publication. Such publication shall run at least two (2) times in newspapers having general circulation within the town. The second publication shall run at least seven (7) days before the published date for the opening of such bids. In the event of any emergency where immediate action shall be deemed by the Selectboard to be more important to the town than the receipt of formal bids, this section shall not apply.

b) Financial and Personal Interests. No employee of the Town of Charlotte shall use his or her position to secure special privileges for himself or herself or for others. No employee of the town shall take part in any decision

concerning the business of the town in which he or she has a direct or indirect financial or personal interest greater than that of any other citizen or taxpayer in the town. If his or her official duties require an individual to take action in respect to any matter in which he or she has a financial or personal interest, he or she shall recuse himself or herself from participating in any manner in the consideration or disposition of the matter.

c) Favoritism. No employee of the Town of Charlotte shall provide consideration, treatment, or advantage to anyone that is more favorable than the treatment normally accorded to members of the public at large.

d) Gifts or Other Valuables. No employee of the Town of Charlotte shall accept or give, directly or indirectly, any gift, service, money in excess of $20, favor, loan, promise, or any other thing or service of value that is intended to be, or could be considered to be, payment for special treatment or an effort to affect the discharge of official duties.

Any person employed by the Town of Charlotte who receives a gift or is offered a gratuity in excess of $20 from any source because he or she is a town employee shall within twenty-four (24) hours inform the Selectboard. The Board shall decide whether such a gift or gratuity may be accepted. Failure to report such gifts or gratuities, or any offer thereof, may present grounds for suspension or dismissal of an employee.

e) Nepotism. No employee shall appoint or attempt to influence the appointment of any person related to him or her by blood, marriage, or civil union to any employment position for which compensation is received from the town.

SECTION 4. EMPLOYEE COMPENSATION

4.1 Pay Plans

Pay for each position shall be established annually by the Selectboard.

4.2. Regular Rates of Pay

The regular rate of pay for a position for which an annual salary is established shall be determined by dividing the annual salary by the number of regularly scheduled hours to be worked during a year. For each pay period an employee working in a salaried position shall be paid the annual salary divided by the number of pay periods in the year.
The regular rate of pay for a position for which an hourly rate of pay is established shall be the hourly rate of pay. For each pay period an employee working at an hourly rate shall be paid the regular rate of pay for his or her position times the actual number of hours worked during the pay period

4.3. Overtime Pay

Any non-exempt employee who works in an hourly position who performs required work that has been authorized by the Selectboard or his or her immediate supervisor for more than forty (40) hours during a single work week and whose approved time sheet shows those hours shall be paid at an hourly rate equal to one and one-half (1½) times the employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in a week. Only actual hours worked within a pay period will be counted towards determination of whether or not the employee has worked in excess of forty (40) hours per week.

If an employee has more than one rate of pay (two or more different jobs with the Town) and has worked an excess of 40 hours in a given week, the overtime pay shall be paid using a weighted hourly rate, calculated as the weighted hourly average rate earned during the week. See Fair Labor Standards Act 29 CFR 778 115.

An employee who works in a salaried position with executive, managerial, or professional responsibilities is generally

"exempt" from the overtime provisions of the Fair Labor Standards Act. In addition, certain administrative positions are exempt. Exempt employees are not eligible for overtime pay. (For specific information on overtime pay, see the federal Fair Labor Standards Act as amended in 2004, or contact the U.S. Department of Labor field office in Burlington.)

4.4 Compensatory Time Off

Employees do not receive compensatory time off for extra worked hours. Non-exempt employees will receive overtime pay for hours worked over 40 hours per week. (See Section 4.3).

4.5. Time Sheets

Each employee shall fill out his or her weekly time sheet, including arrival and departure times and noting sick days, vacation, or other types of leave. The employee must sign the time sheet and submit it to the Town Treasurer or immediate supervisor for approval and filing. See attached Time Sheet Policy.

4.6. Leave Pay

An employee who is on approved sick/injury leave, vacation leave, or other approved paid leave and who is eligible for compensation shall be paid at the regular rate for his or her position based on the number of leave hours earned. Holidays occurring during an employee's vacation leave shall not be charged to his or her vacation time.

Paid leave hours for regular employees are pro-rated based on the employee's approved hours. Pro-rated hours are calculated by dividing the employee's approved hours by five (5), For example a regular employee with 25 approved hours per week will be paid 5 hours per day for each day of paid leave time (holiday, vacation, sick/injury) or any other approved paid leave).

When the Selectboard has been made aware that an employee is absent without approved leave, the employee may have to forfeit pay for the time he or she is absent from work, at the discretion of the Selectboard.

An employee who leaves the service of the town voluntarily, involuntarily, or upon retirement shall be paid for any accrued unused vacation time. Likewise, if an employee carries a negative balance in vacation time upon leaving the service of the Town, the financial value of that time will be owed to the Town. No compensation shall be paid for any unused portion of sick/injury leave days remaining.

SECTION 5. EMPLOYEE BENEFITS

5.1. Health Insurance

Information on current rates, types of coverage, and the application process for enrolling in the health insurance plan offered by the town is available from the Selectboard or the Town Clerk.

5.1.1 Eligibility. Health insurance coverage is made available to regular employees and their dependents as soon as they are hired. Health insurance is available as a supplemental policy to retirees and others (as defined by the health insurance provider) who are eligible for Medicare. (See Attachment B, *Town of Charlotte Retiree Health Insurance Policy.)*

5.1.2. Cost. The town pays a percentage of the health insurance premium cost, and employees who are eligible for health insurance coverage are required to pay a percentage of the cost. For employees approved for 30 to 40 hours per week, the town pays 90% of the premium, high deductible, co-insurance and co-pays and the employees pay 10%. For employees approved for 20 to 29 hours per week the town pays a prorated percentage of the cost based on the employees approved hours. Employees approved for less than 20 hours per week are not eligible for health insurance as a benefit.

Dental Insurance. The Town pays 100% of the cost of dental insurance for eligible employees and their dependents for employees who work 20 or more hours per week.

Vision Plan. The Town pays a percentage of the Eye-Med Vision Plan for all eligible employees and their dependents at the same percentage rates as health insurance.

5.2. Workers' Compensation Insurance

As required by Vermont law, town employees are covered by Workers' Compensation Insurance (21 V.S.A. Sec. 601). Information on rights and benefits for employees injured on the job is available from the Town Clerk and the Vermont Department of Labor and Industry, Workers' Compensation Division, in Montpelier.

5.3. Leaves of Absence

5.3.1. General Policy. The following types of leave are established for the Town of Charlotte: holiday leave, vacation leave, sick/injury leave, medical or family leave, bereavement leave, personal leave, voting leave, jury duty leave, military leave, and leave without pay. Leave may be approved by the Selectboard or immediate supervisor according to the rules established below for each type of leave.

5.3.2. Holidays. The following are the regular holidays established by the Selectboard of the Town of Charlotte:

New Year's Day
Martin Luther King Day
Presidents' Day
Town Meeting Day
Memorial Day
Independence Day
Bennington Battle Day
Labor Day
Veterans' Day

Thanksgiving Day
Christmas Eve, half-day
Christmas Day
New Year's Eve, half-day

Any holiday that falls on a Saturday will be observed on the preceding Friday, and any holiday that falls on a Sunday will be observed on the following Monday. When Christmas and New Year's Day are observed on Friday the half-day holiday preceding these holidays will be observed on the prior Thurs. If Christmas and New Year's Day are observed on a Monday the half-day holidays will be observed on the previous Friday.

Compensation.
A regular employee who is approved for 40 hours per week will be paid for 8 hours for each holiday or 96 hours per year (8 hours per day x 12 holidays). Employees who work twenty or more hours per week but fewer than 40 hours per week shall be compensated for holiday leave prorated in accordance with their approved hours. The formula for calculating pro-rated hours per day is the approved hours per week divided by the five (5) work days in a week. In no case will the total hours of holiday pay per year exceed or be less than the prorated holiday hours for which the employee is eligible, based on the employee's approved hours. For example the holiday pay for an employee approved for 20 hours per week will be paid for 4 hours for each holiday (two hours for each half-day holiday) and cannot exceed or be less than 48 hours of holiday pay per year.

Holiday pay will always be paid in the pay period in which the holiday occurs. If a regular hourly employee is required to work on a holiday, he or she shall be paid at his or her regular rate and in addition shall be paid for the holiday. If a holiday falls on an employee's regularly scheduled day off, the employee will receive holiday pay for the holiday.

Holidays occurring during a vacation leave shall not be charged to vacation time.

Other Holidays. Regular employees who wish to observe a holiday that is not established by the Selectboard shall be given the option to use leave without pay, vacation leave, or a personal day.

5.3.3. Vacation Leave.
Regular employees as defined in section 2.1.1 above are eligible for vacation leave.

Vacation leave accumulates each month from the date of appointment as a regular employee at an annual rate according to length of service as a regular employee. Accrual starts on the first of the month that an employee becomes a regular employee and ends on the first of the month in which an employee is no longer a regular employee. Vacation time will accumulate up to the maximum amount allowed, also based on length of service.

The following table establishes these rates and maxima:

Length of Service as a regular employee	Vacation Accumulation Rate	Maximum Allowed to Accumulate at Any Time
First 5 Years	2 Weeks/Year	3 Weeks.
Second 5 Years	3 Weeks/Year	4 Weeks
More than 10 Years	4 Weeks/Year	5 Weeks

Thus if an employee uses his or her allowed vacation time the employee will seldom, if ever, reach the permitted maximum. However if an employee is not able to or fails to use all of his or her vacation time, vacation hours will continue to accumulate until his or her maximum is reached at which time the accrual will cease. No further vacation time will accumulate until some vacation time is used.

Vacation pay cannot exceed the number of hours of vacation pay that have accrued unless approved by the Selectboard.

One week is the equivalent of one regular work week and represents the number of hours for which the employee is approved to work each week. (See Section 2.2.1.) Employees working 20 hours or more, but fewer than 40, will receive vacation leave based on the number of hours approved for the position. For example a new employee approved for 20 hours per week will have accrued 20 hours of vacation time or one week of vacation after 6 months of employment or 10 hours (2 and a half days) after 3 months of employment.

Vacations must be scheduled with and approved by the immediate supervisor in consultation with the employee.

Personal and sick hours cannot be used during a vacation. However vacation hours can be used during a prolonged illness after sick hours are depleted. See 5.3.4.d. below

5.3.4. Sick/Injury Leave

All regular employees approved for 40 hours per week are entitled to 96 hours of sick/injury leave per year, accrued from the date of hire (or accrued from status change from part-time to regular employee).

Employees working 20 or more but fewer than 40 hours per week will accrue sick/injury hours based on their prorated approved hours. For example an employee approved for 25 hours per week will accumulate 60 hours of sick/injury paid leave per year (25 x 96/40) or 5 hours per month. Sick/injury time may be accumulated indefinitely while an employee is still employed by the town.

a) **Compensation for sick/ injury days.** Compensation per day for regular employees shall be equal to the number of approved hours per day, but such that the total paid hours for the week do not exceed the employee's approved hours per week unless extra hours have been approved by an employee's immediate supervisor or the Selectboard. Sick/injury paid leave cannot exceed the number of hours accrued.

b) Applicability of Sick/Injury Leave. Employees may take sick/injury leave only for themselves or to care for their immediate family or household members. (See Sections 2.2.5. and 2.2.6.)

c) Certification by Physician. The Selectboard *may* at its discretion require certification by a licensed physician for compensation to be paid during sick leave.

d) Lack of Accrued Sick/Injury Days. When an employee has not accrued enough sick/injury days to cover the number of days needed, he or she may use vacation leave or request leave without pay. This request must be approved by the Selectboard or immediate supervisor. By mutual agreement and supervisor approval, employees may transfer their accumulated sick hours to another employee in need of additional sick time.

e) Termination and Sick/Injury Leave. No compensation shall be made for remaining unused sick/injury leave upon termination of employment, whether voluntary, involuntary, or by retirement.

5.3.5. Family or Medical Leave--Serious Illness, Serious Health Condition, Child Birth and Adoption Leave

a) Family or Medical Leave. Employees may be eligible for up to twelve (12) weeks of unpaid leave in any twelve (12) month period under the Family and Medical Leave Act (29 U.S.C. Sec.2611 et seq.) or the Parental and Family Leave Act (21 V.S.A. Sec. 470 et seq.) for a serious illness, serious health condition, child birth, or adoption of a child. These possible leaves are referred to herein as "Family or Medical Leave." The town will allow these leaves in accord with the provisions of the above-stated statutes and their implementing regulations.

b) Serious Illness. "Serious illness" means an accident, disease or physical or mental condition that: (1) poses imminent danger of death; (2) requires inpatient care in a hospital; or (3) requires continuing in-home care under the direction of a physician. Leave may be available for a serious illness of the employee, the employee's child, stepchild or ward who lives with the employee, foster child, parent, spouse, civil union partner, or parent of the employee's spouse.

c) Serious Health Condition. "Serious health condition" means an illness, injury, impairment, or physical and mental condition that involves: (1) inpatient care in a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider. Leave may be available for a serious health condition of the employee that makes the employee unable to perform the functions of the position of such employee. Leave may be available for a serious health condition of an employee's spouse, civil union partner, child, or parent to allow the employee to care for such relative.

d) Application. To obtain Family or Medical Leave, an employee must submit an application to the Chairperson of the Selectboard. Application forms are available from the Town Clerk.

e) Use of Sick/Injury Leave or Vacation Leave. An employee granted Family or Medical Leave may be eligible to use accumulated sick/injury leave or vacation to continue to receive pay for some or all of the Family or Medical Leave. Use of sick/injury or vacation leave will not extend the duration of the Family or Medical leave beyond twelve (12) weeks.

f) Additional Information. An employee who desires more information about Family or Medical Leave may contact the Chairperson of the Selectboard.

5.3.6. Bereavement Leave

Eligibility. Any employee (part-time or regular) shall be entitled to a bereavement leave with pay for absence from approved hours of work caused by the death of a member of his or her immediate family or civil union partner. Paid leave shall be limited to five (5) working days per bereavement for a spouse, civil union partner, child, or parent. For any other bereavement, paid leave shall be limited to three (3) working days per bereavement. If an employee needs more leave time in the case of death or serious illness of a family member or civil union partner, he or she may use vacation time or leave without pay, subject to the approval of the Selectboard or the employee's immediate supervisor.

5.3.7. Personal Leave

Eligibility. Each regular employee shall be eligible for two (2) paid personal days (prorated hours per day, based on approved hours) per year to attend to personal matters. The employee must notify the Selectboard or immediate supervisor twenty-four (24) hours in advance for approval of personal leave, except in an emergency. Personal leave shall be compensated as though the employee had worked his or her regular approved hours.

5.3.8. Jury Duty Leave

Eligibility. Employees called to jury duty will be excused from work for that purpose. Any regular full-time or regular part-time employee who is called for jury duty within any state or federal judicial court shall be paid by the town the difference between the amounts received from the court and the employee's usual pay. (See 21 V.S.A. Secs. 496, 499).

5.3.9. Voting Leave

Eligibility. Regular full-time employees who are entitled to vote in national, state, or municipal elections shall be allowed sufficient time off with pay to vote.

5.3.10. Military Leave

Eligibility. Any regular full-time or regular part-time employee who is a duly qualified member of the "reserve components" of the armed forces, who is a member of the ready reserve, or who is a member of an organized unit may take military leave to attend required weekend training exercises and one (1) required training exercise, not to exceed fifteen (15) scheduled work days in one calendar year. The Town of Charlotte will pay the difference between an employee's regular compensation and the training allowance that the employee receives while on military leave if the training allowance is less than the employee's regular compensation.

If an employee who is a member of the armed forces reserve is called up for active duty, the town will follow the federal law on reservists called to active duty. (See Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C.)

5.3.11. Leave of Absence Without Pay

a) Eligibility. A regular employee may submit a request in writing to the Selectboard for a leave of absence without pay.

b) Terms. The request must state the employee's purpose for the leave of absence. The Selectboard may, but is not obliged to, authorize leaves of absence of not more than one (1) year during which no compensation is paid and the employee is kept in the town's medical plan at the employee's own expense. When the terms of the leave of absence have been agreed upon, including the dates upon which the employee will cease work and when he or she

is expected to return to work, a Leave of Absence Agreement shall be written and placed in the employee's personnel file.

The Selectboard may fill an absent employee's position by making a temporary appointment. If the employee does not return to his or her position at the agreed-upon time and has what he or she believes to be a compelling reason not to do so, the employee may appeal to the Selectboard for an extension. If the Selectboard does not find that the reason is adequate in its determination, the board may declare that the employee has abandoned the position and may take steps immediately to fill the position permanently.

5.4. Retirement Plans

The Town of Charlotte participates in the federal Social Security System and requires that all employees participate. The town also participates in the Vermont Municipal Employees Retirement Plan and makes this opportunity available to its regular full-time employees. When an employee contributes, the town makes a contribution also. For more information, contact the Charlotte Town Clerk, the Charlotte Town Treasurer, or the Vermont Municipal Employees Retirement Plan in Montpelier. All employees approved for 24 or more hours per week are required to participate in the Vermont Municipal Employees Retirement Plan.

SECTION 6. PERSONNEL RECORDS and RELEASE OF INFORMATION

6.1. Personnel Files

The Town of Charlotte shall maintain a personnel file for each employee. All personnel files shall contain relevant information and documents regarding all employees' employment with the town, including but not limited to: a position description for each position held by the employee; the

employee's application for the position or positions and any supporting written references; the employee's Employment Eligibility Verification Form (Form I-9); notes taken by the interviewer(s) to evaluate the employee's candidacy; notes on any reference checks; records of pay, raises, and benefits, performance appraisals, and documentation of any probationary periods or written disciplinary actions. Personnel files of former employees shall be retained for six (6) years. (See Vermont League of Cities and Towns' *Municipal Employment Law Handbook*, 2004.)

6.2. Personnel Files: Confidentiality, Security, Access

Personnel records (other than wage and salary) are confidential by policy of the Selectboard. Employee personnel files shall be maintained at the Charlotte Town Hall in a cabinet that is locked and secure. Medical records are confidential and shall be kept in folders that are separate from the personnel folders and in a locked and secure cabinet.

Upon request to the Selectboard, a current or former employee may review his or her personnel file at a time when a member of the Selectboard or a designated representative is present. He or she may make photocopies of any or all documents at his or her own expense.

All access to personnel files shall be for bona fide town purposes. Requests for access to personnel files or for information concerning the job history, job performance, and circumstances of job termination or for any other information in the personnel file of an employee or former employee shall be denied, except as follows:

- Selectboard members, the Town Clerk, and the Town Treasurer may access personnel files.
- Certain federal and state agencies are entitled by law to review personnel files.
- Access to records requested pursuant to a duly served subpoena will be provided (12 V.S.A. Sec. 1691a)

- Upon written request to the Selectboard by potential employers seeking references, only dates of employment and job titles for an employee or former employee shall be released by a Selectboard member or authorized representative.

SECTION 7. EMPLOYEE GRIEVANCES

7.1. Grievance Policy

A "grievance" as used in this document is any matter related to any condition of employment considered by an employee to be grounds for complaint, except in the case of suspension or dismissal. Adjustment for complaints about personnel actions of suspension or dismissal is provided for in Section 8 of this document.

It is the preference of the Town of Charlotte to seek resolution to grievances informally. The Selectboard encourages employees to make every effort to resolve problems as they arise. However, the Selectboard recognizes that there may be grievances that will be resolved only after a formal appeal and review. When this occurs, the procedure listed below shall be followed.

7.2. Grievance Procedures

Step 1. An employee who believes that he or she has not been treated equitably or properly because of some currently existing condition or conditions of employment is expected to discuss the situation with his or her immediate supervisor.

Step 2. If the complaint is not resolved at the immediate supervisor level, the employee may appeal formally in writing to the Selectboard, either personally or through a representative, for relief from the condition or conditions. The grievance letter should state the situation being grieved, specific times and dates, and other pertinent facts including the redress being sought and the specific sections of the *Town of Charlotte Personnel Policies* that relate to the grievance. For complaints concerning

discrimination, health and safety, and/or harassment also see *The Town of Charlotte Workplace and Employment Policies.*

The grievance letter must be filed with the Selectboard within ten (10) working days of the occurrence on which the grievance is based.

Step 3. The Selectboard shall acknowledge the formal grievance letter in writing within five (5) working days and shall schedule a grievance hearing with the employee within ten (10) working days of receipt of the appeal. The Selectboard shall hear the appeal. The board may be represented by counsel and may ask anyone involved with the grievance to attend the conference in order to determine the facts of the matter. The employee has the right to be represented by counsel and to present any material or witnesses that he or she believes would be helpful in resolving the situation.

Step 4. The Selectboard will deliberate and inform the employee with the grievance and any others involved of its decision by letter within five (5) working days of the grievance hearing. The decision of the Selectboard shall be final.

Step 5. If the complaint has been found credible, the Selectboard will take appropriate corrective action.

SECTION 8. DISCIPLINARY ACTION: POLICY, GROUNDS, PROCEDURES and APPEALS

8.1. Policy

All town employees have an obligation to carry out their responsibilities in an effective and efficient manner. Any employee's action or inaction that results in unsatisfactory performance may result in discipline ranging from oral reprimand to dismissal, as noted below. The Selectboard may dismiss an employee immediately whenever in its opinion an employee's work action or inaction or conduct on the job is so

seriously detrimental to the employee, coworkers, the public, or the town as to warrant immediate dismissal.

8.2. Grounds for Disciplinary Action

Town employees may be subject to disciplinary action for reasons including but not limited to any of the following:

8.2.1. Poor Job Performance. Incompetence, failure to discharge job obligations, low productivity, poor work quality, or inefficient work.

8.2.2. Unsatisfactory Attendance. Repeated or unexcused lateness to work, repeated unexcused absences, or job abandonment.

8.2.3. Deficient Relationships with Others. Failure to respond adequately to direction or supervision; inability to work productively with other employees; use of abusive language to or physical harm done to a supervisor, another employee, or member of the general public; or violation of any of the provisions of the *Town of Charlotte Harassment Policy. (*See *Town of Charlotte Workplace and Employment Policies.*)

8.2.4. Inattention to Workplace Safety. Actions or negligence during working hours that constitute a threat to the safety of the employee or others. (See *Town of Charlotte Workplace and Employment Policies.*)

8.2.5. Improper Use of Town Property. Willful damage to town property or inappropriate use of town property for any private, personal, or political purpose.

8.2.6. Improper Political Activity. Use of official authority to interfere with or affect the nomination or election of any candidate for public office in the Town of Charlotte. Advocating for any candidate for political office or appointment (local, state, or federal) while at work.

8.2.7. Falsifications. Failing to disclose a criminal offense; making false representations on job applications, references, personnel files, or time cards; giving deliberate misinformation, oral or written, to other employees, Selectboard members, or the public concerning the work of the Town of Charlotte.

8.2.8. Conflicts of Interest. Activities that involve or appear to involve an inappropriate conflict between an employee's town responsibilities and duties and his or her own interests, either financial or personal. (See Section 3.4.9.)

8.2.9. Other Violations of Town Policies, Standards of Performance, Standards of Conduct, or Workplace Policies.

8.3. Disciplinary Procedures

The Selectboard may take any of the steps described below to respond to a situation that in its judgment requires disciplinary action.

8.3.1. Fact Finding. To determine whether disciplinary action is necessary, and, if so, what action is appropriate, the Selectboard shall consider:

- The facts of the situation as presented by the employee and others involved
- The nature and severity of the action or conduct
- The employee's previous performance and disciplinary record and potential for future improvement, and
- The effect of the action or conduct on town operations, employee morale, and public trust and confidence in town government.

8.3.2. Disciplinary Action Steps. There are four possible steps in the Town of Charlotte's disciplinary action process.

Step 1. Oral Reprimand. When the Selectboard has determined that an employee's conduct is not serious enough for dismissal in response to an employee's action or inaction that is listed above as grounds for disciplinary action (Section 8.2.), the board may issue an oral reprimand. The oral reprimand must include the conduct considered objectionable, the action necessary to improve the situation, and a warning that the same or similar behavior will result in more severe disciplinary action.

Grounds for oral reprimands may typically include but are not limited to those listed in sections 8.2.1., 8.2.2., and 8.2.3., and to violations of the smoking policy. (See *Town of Charlotte Workplace and Employment Policies.)*

A written record of the oral reprimand shall be entered in the employee's personnel folder and signed by the Selectboard, its representative, or the employee's immediate supervisor, and the employee, indicating that the matter has been discussed with the employee. Such record shall be removed from the employee's personnel folder six (6) months after its inclusion provided that no other disciplinary action has occurred during that time. If additional disciplinary action is required during this six-month period, the record of the initial oral reprimand shall be removed only upon completion of a six-month period without any disciplinary action.

Step 2. Written Reprimand. The Selectboard reserves the right to proceed directly to the written reprimand procedure without a prior oral reprimand when the employee's action or inaction is considered to be more serious. Grounds for a written reprimand might typically include but are not limited to those listed in Sections 8.2.4. and 8.2.5.

A violation of any standard of job performance or standard of job conduct as listed in Grounds for Disciplinary Action (Sec, 8.2.), or an inaction, or prohibited action within six (6) months of an oral

reprimand shall result in a written reprimand issued to the employee by the Selectboard. The Selectboard shall issue the reprimand to the employee at a conference with a witness chosen by the Selectboard present. The employee may also have a representative or witness of his or her choosing at the meeting. The reprimand shall detail the incident necessitating the action, the rule or rules violated, and the action necessary to remedy the situation.

A written record of the written reprimand, signed by the Selectboard, the witness chosen by the Selectboard, the employee, and any witness chosen by the employee, shall be entered into the employee's personnel folder. If additional disciplinary action is required within six (6) months of a written reprimand, the Selectboard or its representative may issue another written reprimand (following the procedure for written reprimands above) or may consider more severe disciplinary action such as suspension or dismissal. The record of any written reprimand shall remain in the employee's personnel file.

Step 3. Suspension with Pay. Suspension with pay, for up to ten (10) working days, removes from the workplace an employee whose action or inaction has been determined by the Selectboard to constitute very serious grounds for discipline. Grounds for suspension typically could include but are not limited to the grounds for discipline listed in Sections 8.2.4. and 8.2.7.

Behavior warranting immediate removal of an employee from the workplace, or other behavior warranting disciplinary action (as listed in Sec. 8.2.) within six (6) months of the issuance of a written reprimand will result in the employee's suspension with pay by the Selectboard for up to ten (10) working days—unless the behavior is considered serious enough to warrant immediate dismissal. Repeated employee action resulting in written reprimands also shall be grounds for suspension or dismissal.

Suspended employees will continue to accrue sick/injury leave and vacation leave.

Notification Conference: Any employee who is being suspended with pay shall be notified of such action in writing during a conference with the Selectboard and/or its representative, counsel, and a witness chosen by the Selectboard. The employee may also have a witness and/or counsel present. The notification shall include a description of the incident necessitating the action and the grounds for disciplinary action as set forth in this document. A copy of the written notification signed by the suspending representative, the Selectboard's witness, and the employee's witness shall be placed in the employee's personnel folder.

Any suspended employee shall be informed in writing of the appeal procedure provided in this document.

Step 4. Dismissal. The Selectboard may consider dismissing any employee whose actions or inactions are considered to have seriously or frequently violated town employment policies as set forth in this document.

Before dismissing an employee, the Selectboard or its authorized representative and a witness shall meet with the employee to inform him or her of the conduct prompting the consideration of dismissal and shall provide the employee with the opportunity to respond to the allegations of misconduct. The employee shall be provided with at least seven (7) days' (but not more than 15 days') written notice of the hearing date. The written notice shall include the specific grounds for considering dismissal and the information that the employee may have a representative, counsel, and/or witnesses present.

If following this meeting the decision is made to dismiss the employee, the dismissed employee shall be notified of such action during a conference with the Selectboard

or its authorized representative. This conference shall be scheduled as quickly as possible and not more than ten (10) days after the initial meeting. The Selectboard or its representative will have counsel and a witness present, and the employee may have a representative, counsel, and/or witnesses present. The conference will include a description of the incident necessitating the dismissal and the rule or rules violated. An employee so dismissed shall be informed in writing of the reasons for the dismissal and of the appeal procedure provided in this document.

Immediate Dismissal. The Selectboard or its authorized representative may dismiss immediately any employee whose actions or inactions seriously violate town policies as set forth in the paragraphs above. The Selectboard or its authorized representative shall notify the dismissed employee immediately and shall meet as soon as possible with the dismissed employee with a witness present to inform the employee of the conduct, action, or inaction necessitating the dismissal and the policy or rules violated. The dismissed employee may have a representative, counsel, and/or witnesses at the meeting and shall be informed in writing of the appeal procedure provided under the personnel policies in this document.

In the case of immediate dismissal, the employee may be asked to leave his or her workplace immediately.

8.4. Appeal Procedures

8.4.1. Application. If an employee who has been suspended or dismissed wishes to appeal the decision, he or she must make the appeal by applying to the Selectboard in writing within five (5) working days of such suspension or dismissal.

8.4.2. Hearing. The employee may request a hearing. If a hearing is requested, the Selectboard shall hold a hearing within ten (10) days of receipt of the employee's written request for a hearing. At a hearing the employee, at his or her discretion, may

be present, give testimony, be represented by counsel, examine the evidence against him or her, and cross-examine witnesses.

8.4.3. Selectboard Action. Having heard the evidence and considered other relevant facts such as the employee's overall employment record, the Selectboard shall make its decision and inform the appellant employee within seven (7) days. If the Selectboard acts in favor of the employee, he or she shall be restored to his or her original position with full pay for the period since suspension or dismissal. The Selectboard may also reduce the disciplinary action of dismissal to suspension with or without pay or to a reprimand and may reduce the disciplinary action of suspension to a reprimand. The decision of the Selectboard shall be final.

If the complainant is not satisfied with the town's action, he or she may contact the Vermont Department of Labor and Industry in Montpelier or the U.S. Department of Labor's Field Office in Burlington.

SECTION 9. NON-DISCIPLINARY TERMINATION and RESIGNATION

9.1. Non-Disciplinary Termination

The Selectboard may dismiss any employee under non-disciplinary termination if the Selectboard has eliminated the position that the employee holds or if the Selectboard decides that the employee has become unable to perform the duties of the position for reasons that are beyond the control of the employee.

The Selectboard shall provide such employee with written notice of its intent to dismiss the employee two (2) weeks before such action is expected to take place along with the reason or reasons for such dismissal. The Selectboard shall provide the employee an opportunity to meet with the board to review the reason or reasons for dismissal and shall provide the

employee with written notice of its decision within ten (10) days. The Selectboard's decision shall be final.

9.2. Resignation

An employee who resigns from employment with the town shall be considered to have been terminated in good standing if he or she gives notice to the Selectboard or its authorized representative of his or her intention to resign at least two (2) weeks before he or she intends to leave and if other circumstances of the termination are such as to justify good standing.