

Amy Martone
675 East Road
Tinmouth VT 05773

August 1, 2016

Select Board Members
Town of Tinmouth
Mountain View Road
Tinmouth VT 05773

Dear Mr. Patry, Ms. Phillips, & Mr. Sears,

I have had the pleasure of serving as the Chairperson of the Personnel Policy Committee appointed by the Select Board and I would like to personally thank you for the opportunity to work with such a wonderful group of talented fellow Tinmouth residents. I would like to acknowledge the contribution of Gail Faller, Michael Fannin, Judi Fox, Pat Psholka, Cathy Reynolds, and Stan Wilbur. Each member devoted their time and effort, along with valuable skills and knowledge, throughout a series of summer night and weekend morning meetings in order to offer you and the Town of Tinmouth the following recommendations.

Attached you will find a copy of the proposed 22 page Town of Tinmouth Personnel Policy that we have carefully and thoughtfully created. The policy was developed using a template provided by the Vermont League of Cities and Towns (VLCT), and though it may appear to be designed for towns with more employees, you will find that we adapted it in a way to best apply to Tinmouth. The purpose of the policy is to clearly define the expectations of each employee and the elected officials; as well as the expectations of the Town of Tinmouth as an employer. We hope that the adoption of this policy will help Tinmouth continue to be a great place to work and live.

The majority of the Committee agrees to the following recommendations for your consideration. The policy includes three addendums, one of which contains options for your consideration related to the benefits of employment that Tinmouth may want to offer. Please note that the Committee met at length with Larry Smith, a Benefit Specialist from the VLCT, to review the policy and benefit items that we have proposed. When you review Addendum C, you will see that we have highlighted the areas that require close consideration from all members of the Select Board.

The Committee recommends that employee and spouse eligibility for health insurance be provided until the age of 65 years, when the person becomes Medicare eligible. When an employee or their spouse reaches Medicare eligibility, we recommend that the town cover the cost of a Medicare Supplemental policy, which could be significantly lower in price than the

Blue Cross Blue Shield Platinum Plan. We also recommend that a spouse or dependent not be eligible for coverage if that individual is offered health insurance through their employer. The Committee agrees that this is a common practice used by employers to reduce the cost of premium coverages. This change in the policy will not affect the current employees as there are no dependents with alternative insurance coverage.

The Committee will ask that the Select Board consider contracting with a third party vendor for Health Reimbursement Account (HRA) services. The benefit is that a third party would provide a higher level of confidentiality and privacy, compliance with IRS law and regulations, as well as a more user friendly process for reimbursement submission. There are services available at no cost to the town through VLCT.

The Committee also recommends that employees pay 10% of the monthly premiums for health insurance coverage. As health insurance regulations begin to require that employees contribute more to the cost of care and treatment, we suggest that employees make a small monthly contribution. To avoid loss of income to the employees, we recommend offering a one-time raise on January 1, 2017 to off-set the cost to the employee.

The Committee explored the option of offering a "cafeteria plan" for employees that would benefit from choosing certain medical, dental and disability plans. There are other plans that the town could offer to benefit employees if they could be administered pre-tax. The VLCT can offer processing and support of the Select Board determines this may benefit both the town and its eligible employees.

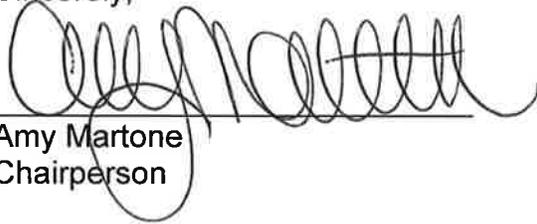
You will note that the Committee has proposed offering a retiree health insurance benefit to employees that have demonstrated a minimum of 15 years of service and have reached the minimum retirement age of 62 years. The rationale for offering this benefit is that a long term employee may wish to retire when they are eligible to collect Social Security, but are not yet eligible for Medicare. The benefit would apply only to the employee, not any dependents, and would offer premium coverage of 25% to 75% based on years of service. The Committee chose the years of service as 15 years or more, to allow predictability for the Select Board to budget for eligible employees well in advance. We also chose the age of 62 to align with the Social Security benefit as well as minimize the future liabilities of the town to only 3 years for any employee that chooses to utilize the benefit. It is also important to consider that this benefit could be administered through a third party administrator at the advice of the VLCT.

Lastly, the Committee recommends that the Select Board designate a person to create and maintain job descriptions for each of the town employees.

Once you have reviewed the policy and addendums, the Committee recommends that the policy be reviewed by an attorney. Once effective, we recommend that the policy be reviewed annually by the Select Board or this Special Committee.

Again, on behalf of the Personnel Policy Committee, I hope that by offering these recommendations, we are making a contribution toward Tinmouth being a wonderful place to work and live. Please do not hesitate to contact me with any questions or if I may provide any additional information.

Sincerely,



Amy Martone
Chairperson

Cathy Reynolds
Secretary

Judi Fox
Member

Pat Psholka
Member

Stan Wilbur
Member

Michael Fannin
Member

**PERSONNEL POLICY
TOWN OF TINMOUTH, VERMONT
FY 2017**

Section 1: TITLE AND AUTHORITY

This policy shall be known as the Town of Tinmouth personnel policy. It has been adopted by the Town of Tinmouth Select Board pursuant to 24 V.S.A. §§ 1121 and 1122.

This personnel policy does not constitute a contract of employment. Employment with the Town of Tinmouth 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 selectboard reserves the right to amend any of the provisions of this personnel policy for any reason and at any time, with or without notice.

This personnel policy will be administered by the Select Board or its authorized representative.

Section 2: PERSONS COVERED

This personnel policy applies to full-time and part-time employees of the Town of Tinmouth. 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 this policy.

For purposes of this policy, a full-time employee is an employee who works at least 40 hours per week on a regular and continuing basis. A part-time employee is an employee who works fewer than 37.49 hours per week on a regular and continuing basis.

Where a conflict exists between this policy and any collective bargaining agreement or individual employment contract, the latter will control.

Section 3: EQUAL EMPLOYMENT OPPORTUNITY

The policy of the Town of Tinmouth is to provide equal opportunity to all employees and applicants without regard to race, color, religion, ancestry, sex, sexual orientation, gender identity, age, national origin, place of birth, marital status, disability, veteran's status, HIV status, pregnancy, genetic information or any other category of person protected under state or federal law.

Section 4: 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 Selectboard. Notwithstanding any other provision of this policy, an employee terminated during the probationary period will have no right to appeal such termination.

Section 5: CONDUCT OF EMPLOYEES

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 office to the best of their ability and in compliance with the provisions of this personnel policy.

Section 6: 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 municipality will gain a personal or financial advantage from his or her work for the municipality and so that the public trust will be preserved. All decisions made by municipal employees shall be made based on the best interest of the community at large rather than the interests of any particular individual or employee.

An employee shall not participate in any official action if s/he has a conflict of interest in the matter under consideration. A "conflict of interest" shall mean 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, in the outcome of a cause, proceeding, application or any other matter pending before the employee or before the municipality.

An employee shall not personally, or through any member of his or her household, business associate, employer or employee, 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 municipality.

An employee shall not use Town resources unavailable 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 from a citizen in connection with an action associated with their official duties on behalf of the town with an estimated monetary value not exceeding \$100 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. Private gifts from citizens with a monetary value of less than \$100 or are consumable are allowed. 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 providing or soliciting the provision of such materials, supplies or services with the exception of items of a de minimus nature valued \$20 or less (such as vendor booth "freebies").

Section 7: HOURS OF SERVICE

Regular work hours for persons employed at the Town hall or other town offices shall be determined by the elected Town Clerk.

Transfer station employees shall be paid hourly. Schedule will be determined by the Transfer Station Manager.

Regular work hours for the road crew shall be 40 hours per week as determined by the Road Commissioner. Overtime pay shall be applied after 8 hours per day or 40 hours per work week and to all weekend/holiday time worked. During summer hours, the Road Commissioner and Crew may request four 10 hour days. On summer hours, the overtime policy shall be overtime after 40 hours per week. Seasonal schedule shall be approved annually by the Select Board.

Regular work hours may be changed and employees may be expected to work additional hours that may exceed eight hours in a day or forty hours in a given week, as circumstances require. All road crew employees are required to be available for work on an on-call basis, especially during the winter months. All Town employees are required to be available for work in the case of an emergency, weather-related or otherwise.

All employees are expected to be in attendance during regular work hours. Employees who will be absent from work are expected to notify their supervisor in advance whenever possible. Employees who are calling in sick are expected to notify their Supervisor as soon as possible.

Section 8: OUTSIDE EMPLOYMENT

The primary occupation of all full-time employees shall be with the Town. Employees may not engage in any outside business activities during their normal working hours for which they are paid by the Town. Employees are prohibited from undertaking outside employment that interferes with their job performance or constitutes a conflict of interest.

Prior to accepting any outside employment, employees will disclose their intent to do so in writing and obtain prior clearance from the Selectboard 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 9: POLITICAL ACTIVITY

No employee may use his or her official authority for the purpose of interfering with or affecting the nomination or election of any candidate for public office, or demand or solicit from any individual direct or indirect participation in any political party, political organization or support of any political candidate. Employees are prohibited from using Town facilities, equipment or resources for political purposes and from pursuing political activities while working.

This personnel policy is not to be construed to prevent employees from becoming or continuing to be members of any political party or organization, from attending political party or organization meetings or events, or from expressing their views on political matters, so long as

these views are clearly articulated as being those of the individual and not of the Town, and these activities do not interfere with the individual's ability to effectively perform his or her duties and take place or are expressed during non-working hours. Nor is this personnel policy to be construed as prohibiting, restraining or in any manner limiting an individual's right to vote with complete freedom in any election.

Section 10: NEPOTISM

As a small Town, we recognize that there is the potential for a conflict of interest to occur in the workplace where a close relative is responsible for hiring, firing, supervising or evaluating the work performance of another close relative.

For all Town employee vacancies, the position will be advertised in three places in Town and on Front Porch Forum for at least 5 business days prior to considering candidates, interviewing and hiring. Applications will be accepted until the position is filled.

In the event that a close relative applies for a position that is overseen by an elected official who has statutory authority to hire and fire, the final hiring decision will require the endorsement of the Selectboard. In the event that an employee is supervised by a close relative, firing of the employee will also require endorsement of the Selectboard.

A close relative includes but is not limited to a spouse, civil union partner, romantic co-habitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, daughter or son-in-law, parent-in-law and sibling-in-law.

Section 11: 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;
- 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.

The Town offers a free, confidential Employee Assistance Program (EAP) through the Vermont League of Cities and Towns. Under Vermont law, an employee may not be terminated for a positive drug or alcohol test if s/he agrees to participate in and then successfully completes the municipality's employee assistance program (EAP). An employee may be suspended for the period of time necessary to complete an employee assistance substance abuse program.

In addition to this policy, 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 12: 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 lighted tobacco in any form, including electronic cigarettes, in all publicly-owned buildings, offices and enclosed areas, and in all Town vehicles.

Section 13: PERFORMANCE EVALUATIONS

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

Section 14: PERSONNEL RECORDS

Personnel records will be maintained for each employee of the Town in a locked enclosure at the Town Office. 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 at a mutually agreeable time during regular office hours. The Town reserves the right to have its representative present at the time its files are examined or copied.

Section 15: USE OF TOWN EQUIPMENT

Except as provided in Section 16, the use of Town equipment or property for personal use is strictly prohibited. An employee shall not use Town resources unavailable to the general public, including but not limited to town staff time, equipment, supplies, or facilities for private gain or personal purposes.

The Town reserves the right to search Town owned property or Town-owned equipment or vehicles at any time to retrieve work-related materials or to investigate violations of workplace rules in the event of suspected employee misconduct.

Section 16: 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 or access 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;
- Use of social media on the job will be appropriate, respectful and part of the operations of the Town.
- 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.

Email messages that are intended to be temporary, non-substantive communications may be routinely discarded. However 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, back up systems and the internal and external e-mail systems accessed via the Town's computer equipment.

Section 17: ELIGIBILITY FOR BENEFITS

The town offers group insurance programs for the benefit of its eligible full-time employees and the Road Commissioner and the Town Clerk/Treasurer, when these two positions are held by a single individual. Full time employment is defined by working a minimum of 37.5 hours per week. Details about the group insurance programs, as they exist on the date of hire or election are included as an attachment to this Policy. Benefits are available starting 14 days from the first date of employment. Benefits are not available to part time employees.

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. The Select Board will review Addendum C annually with the employees. Employees will be provided with advance notice of any change in the contribution rate.

Section 18: HOLIDAY LEAVE

Full time employees (Clerk/Treasurer, Road Commissioner, Road Crew) will receive the following paid holiday leave plus three floating holidays of the employee's choice:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)

Employees will receive holiday leave pay for an eight hour typical work day on which the holiday falls, at the employee's regular rate of pay. Holiday leave that is not actually worked by an employee will not be included in calculating overtime for that employee.

Holidays falling on a Saturday will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

Holidays that fall during an employee's vacation leave will not be charged as vacation leave. If the employee's floating holidays are not used by the employee during the fiscal year, they will not accrue.

Section 19: VACATION LEAVE

Full-time employees will accrue vacation at the following annual rates:

<u>Years of Service</u>	<u>Annual Accrual Rate</u>
6 months-5 years	10 days
5-10 years	12.5 days
After 10 years	15 days

**15 + 1 day for each year of service after 10 years (Example 16 years = 21 days)
With a maximum accrual of 25 days.**

There will a 6 month probationary period for each employee during which no vacation is earned. Vacation leave for the full year is earned on July 1 for the year.

Full-time employees will receive vacation leave pay at the employee's regular rate of pay. Leave must be taken in a minimum of 8 increments.

Employees are strongly encouraged to take an annual vacation. Requests for vacation should be submitted to the employee's supervisor as soon as possible.

If an employee does not use all of the employee's accrued vacation leave in a year, the employee may carry unused, accrued vacation leave forward to the next year up to a maximum of 15 vacation days. Any unused, accrued vacation leave that exceeds the amount carried forward will be forfeited.

An employee who resigns from employment with the Town will be paid out for unused, accrued carryover vacation bank leave plus their pro-rated from July 1 vacation leave for the current year. Any employee who terminates during their probationary period will not be entitled to compensation for any accrued vacation time. When an employee resigns part way through a year, their vacation time earned will be pro-rated from July 1.

Section 20: SICK AND PERSONAL LEAVE

Employees will receive 10 paid sick leave days per year and 3 personal days. An employee may use sick leave for an illness or injury that prevents the employee from performing the employee's job duties. An employee may also use sick leave to attend the following appointments that cannot be held outside normal working hours:

- A medical appointment for employee or immediate family member
- An appointment eligible for short-term family leave under the provisions of the Vermont Parental and Family Leave Act (21 V.S.A. § 472a).
- A funeral or bereavement.
- Any other appointments authorized in advance by the Select Board.

Personal days may be used at the discretion of the employee as approved by the Select Board or their designee. Personal days cannot be carried over.

Full-time employees will receive sick leave pay at the employee's regular rate of pay. If an employee does not use all of the employee's sick leave in a year, the employee may carry a maximum of 10 sick leave days forward to the next year, to a maximum accrual of 25 days. Upon separation from employment, an employee will not be compensated for unused, accrued sick leave or personal days. Banked sick days may be donated to another employee at the discretion of the Select Board or their designee.

Section 21: PARENTAL AND FAMILY LEAVE

Full-time employees are eligible for up to 6 weeks of unpaid leave for the birth or adoption of a child. A request for leave must be made to the Select Board or their designee. An employee may only be granted up to 6 weeks in a 12 month period.

Section 22: SHORT TERM FAMILY LEAVE

Short term family leave applies to all employees employed by the Town for at least one year for an average of at least 30 hours per week.

In accordance with the 21 V.S.A. § 472a, eligible employees 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 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.

Section 23: LEAVE OF ABSENCE WITHOUT PAY

Requests for leaves of absence without pay for any reason other than those covered by federal or state law must be submitted in writing to the Select Board or their designee and must set forth the purpose for which the leave is requested. All leave requests must be for a definite period of time and include a specified date of return.

If a leave of absence without pay is granted, the Town will continue the employee's group health plan coverage. Other employee benefits (e.g. sick leave, vacation, seniority, etc.) will not accrue during an unpaid leave period that exceeds 5 days.

Section 24: MILITARY LEAVE

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.

Section 25: JURY LEAVE

The Town will compensate employees for their service as jurors or witnesses when unrelated to their status as a town employee at the employee's regular rate of pay. In accordance with 21 V.S.A. § 499, employees will otherwise be considered in the service of the Town for purposes of determining seniority, benefits, credit towards vacations, sick leave, and other rights, privileges, and benefits of employment.

When Town employees are called to serve as a witness in a court proceeding due to their status as an employee of the Town, the Town will compensate the employee for the difference between

their regular rate of pay and their compensation as a witness. The Town will pay the difference only when the employees' regular rate of pay exceeds their compensation as a witness.

Section 26: OVERTIME AND COMPENSATORY TIME OFF

In accordance with the federal Fair Labor Standards Act, the Town compensates nonexempt employees at the rate of one and one-half hours for each hour actually worked in excess eight hours per day. See Section 7.

Holidays, sick time, and vacation days do not count as hours worked for purposes of calculating overtime.

Section 27: 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 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) 828-3171 (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 28: 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 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) 828-3171 (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 30: EMPLOYEE DISCIPLINE

The Town of Tinmouth has adopted a progressive discipline process to identify and address employee and employment-related problems. This progressive discipline process does not apply to elected officers and their statutory assistants. The Town's progressive discipline 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 this personnel policy 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 rules 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 policies, practices, or procedures. 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 reserves the right in its sole discretion to bypass progressive discipline and to take whatever action it deems necessary to address the issue at hand. This means that more or

less severe discipline, up to and including termination, may be imposed in a given situation at the Town's sole discretion.

The Town also retains the right to unilaterally eliminate positions or reduce the work hours of a position or positions 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.

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; and (4) termination.

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.

- Engaging in any illegal activity.
- Refusing to do assigned work or failing to carry out the reasonable assignments of a Select Board.
- Being inattentive to duty, including sleeping on the job.
- Falsifying a time card or other record or giving false information to anyone whose duty is to make such record.
- Being repeatedly or continuously absent or late, being absent without notice or satisfactory reason or leaving one's work assignment without appropriate authorization.
- Conducting oneself in any manner that is offensive, abusive or contrary to reasonable community standards and expectations of public employees.
- Engaging in any form of harassment including sexual harassment.
- Misusing, misappropriating, or willfully neglecting Town property, funds, materials, equipment or supplies.
- Unlawfully distributing, selling, possessing, using or being under the influence of alcohol or drugs when on the job or subject to duty.
- 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.
- Stealing or possessing 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.
- Marking or defacing walls, fixtures, equipment, tools, materials or other Town property, or willfully damaging or destroying property in any way.
- Willful violation of Town rules or policies.

Section 30: EMPLOYEE TERMINATION PROCESS

The Town of Tinmouth has adopted an employment termination process. By statute, many town officials including the Town Clerk, Town Treasurer and Road Commissioner can only be

removed for just cause. Prior to finding cause, these officers must be afforded the due process protections described in this section.

Most often, employee conduct that warrants termination results from unacceptable behavior, poor performance, or violation of the Town's policies, 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 case, 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 employee's supervisor.

At the pre-termination meeting, the employee will be afforded an opportunity to present the employee's response to the reasons for termination. 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 supervisor 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 selectboard by giving written notice of such request to the supervisor within seven 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 selectboard will provide the employee with a notice informing the employee of the date, time, and place of the post-termination hearing before the selectboard. 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.

At the post-termination hearing, the employee will be afforded the opportunity to address the basis for termination by hearing and examining the evidence presented against the employee, cross-examining witnesses and presenting evidence on his/her behalf. The selectboard will make such determinations as may be necessary in the event of evidentiary objections or disputes.

When the hearing is adjourned, the Selectboard, under the authority granted by 1 V.S.A. § 312(e), will consider the evidence presented in the hearing in deliberative session.

The Selectboard will render a written decision within fourteen days after close of the hearing, unless otherwise agreed upon by the parties.

Section 31: SEVERABILITY

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

ADOPTED this ____ day of _____, 20__.

SIGNATURES of SELECTBOARD:

Matt Patry

Laurie Phillips

Frank Sears

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 this policy replaces any and all prior versions and 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 Town of Tinmouth and _____, elected (Town Clerk/Treasurer and Road Commissioner) collectively referred to as "parties."

In exchange for the provision of benefits by the Town as detailed in the Personnel Policy.

_____ (insert name) agrees to be bound by the provisions of the Town of Tinmouth Personnel Policy, except the provisions on Probationary Period, Performance Evaluations, Employee Discipline, and Employee Termination.

_____ (insert name) agrees as follows:

- I have received a copy of the Town's Personnel Policy and understands that it is my responsibility to familiarize myself 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:

Selectboard:

ADDENDUM C: Outline of Benefits and Coverages, Effective 1/1/2017

COMPENSATION

Rates of pay will be based on comparable rate analysis as well as an employee's performance, skill, and experience. Annual wage increases will be determined by the Select Board.

HEALTH INSURANCE

Employee Eligibility: Health Insurance is provided to full-time employees (as outlined in Section 17 of the Personnel Policy) until the age of 65. At the time the employee reaches age 65, employee must enroll in Medicare and a Medicare Supplemental policy will be provided once employee reaches the age of 65. Select Board to review the age 65 cut off.

Dependent Eligibility: Health insurance provided to employee's dependent(s), with the exception of the following circumstances:

- Spouse will not be eligible if they have insurance offered from their own employment.
- If Spouse is Medicare eligible they must enroll in Medicare and a Medicare supplemental policy will be provided once the spouse reaches the age of 65. Select Board to review the age 65 cut off.

Coverage provided:

Family Coverage: Blue Cross Blue Shield Platinum Plan with \$2,500 deductible, a Health Reimbursement Account (HRA) will be funded up to \$2,500 per calendar year.

Single Coverage: Blue Cross Blue Shield Platinum Plan with \$1,250 deductible, a Health Reimbursement Account (HRA) will be funded up to \$1,250 per calendar year.

Medicare Supplemental: A stipend to reimburse employee/dependent for the Medicare Part B monthly premium and a supplemental insurance policy will be provided. The total of the reimbursement for Part B Medicare premiums and the premium for the supplemental insurance policy will not exceed the cost of a single plan provided by Blue Cross, or family plan if both employee and spouse are Medicare eligible. The stipend to reimburse for the Medicare Part B coverage is considered taxable income. Select Board to determine best way to provide supplemental insurance, can add supplemental plan to group and provide the coverage in the same way that the Blue Cross coverage is provided – meaning direct payment from Town to Supplemental providers.

Insurance Buy-Back: If an employee chooses not to have coverage the town will provide a stipend (paid in each paycheck) that totals 50% of the single insurance coverage, or \$625. This stipend is taxable income to the employee.

Note on HRS Accounts – Committee recommends that the Town contract with a 3rd party vendor to facilitate HRA services. (Employee confidentiality and privacy and IRS Tax law were considerations in our recommendation)

Employee Contribution to Premium: Employees will be responsible to pay for 10% of the monthly premiums for any selected health insurance coverage. To be approved by Select Board.

DENTAL INSURANCE

Employee Eligibility: Dental insurance is provided to full-time employees (as outlined in Section 17 of the Personnel Policy).

Dependent Eligibility: Dental insurance will not be provided to dependents.

Coverage Provided: Delta Dental Plan A will be provided. Preventative care coverage of 100% and comprehensive care coverage provided with 50% co-pay. Coverage not to exceed \$1,500 in any benefit year. Select Board can consider providing a “cafeteria” plan for employees to elect certain benefits for dependents and other supplemental benefits that would be considered a before tax deduction, but at no cost to the town. Vermont League of Cities and Towns may have a format and process to support a “cafeteria” plan.

DISABILITY INSURANCE

Employee Eligibility: Disability insurance will be provided to full-time employees (as outlined in Section 17 of the Personnel Policy)

Dependent Eligibility: Disability insurance will not be provided to dependents.

Coverage Provided:

WEEKLY DISABILITY INCOME INSURANCE

BENEFIT PERCENTAGE: 60%

MAXIMUM WEEKLY BENEFIT: \$500

MINIMUM WEEKLY BENEFIT: 10% of your Weekly Total Disability Benefit

DAY BENEFITS BEGIN: 8th consecutive day of Disability due to Accidental Injury; and
8th consecutive day of Disability due to Sickness.

The Day Benefits Begin may be reached by days of Total Disability, Partial Disability, or any combination thereof.

MAXIMUM BENEFIT PERIOD: 26 weeks

The Maximum Weekly Benefit will not exceed the Benefit Percentage times Basic Weekly Earnings.

Weekly Disability Income Insurance will terminate when you retire.

LIFE INSURANCE

Employee Eligibility: Life insurance will be provided to full-time employees (as outlined in Section 17 of the Personnel Policy).

Dependent Eligibility: Life insurance will not be provided to dependents.

Coverage Provided:

LIFE AND AD&D INSURANCE

	Benefit Amount
Personal Life Insurance	\$50,000
AD&D Insurance Principal Sum	\$50,000

Personal Life and AD&D Insurance will be reduced as follows:
- At age 65, benefits will reduce by 35% of the original amount;
- At age 70, benefits will reduce an additional 15% of the original amount;
- At age 75, benefits will reduce an additional 15% of the original amount.
Benefits will terminate when you retire.

Note: Supplemental/Increased coverage in addition to amounts provided by the Town may be elected by employee if the Town provides a Cafeteria plan and adds additional group benefits. Election of this supplemental coverage would be at no cost to the town and would be paid for by employee payroll deductions. Benefit to the employee is that the payment would be a “before tax” deduction and group rates may prove better and employee seeking additional coverage individually.

RETIREE HEALTH INSURANCE

For active employees who retire at age 62 and over, with at least 15 years of uninterrupted service, reimbursement will be provided to the retiree in the amount of 25% of the monthly health insurance premium for a single coverage plan until the age of 65.

For active employees who retire at age 62 and over, with at least 20 years of uninterrupted service, reimbursement will be provided to the retiree in the amount of 50% of the monthly health insurance premium for a single coverage plan until the age of 65.

For active employees who retire at age 62 and over, with at least 25 years of uninterrupted service, reimbursement will be provided to the retiree in the amount of 75% of the monthly health insurance premium for a single coverage plan until the age of 65.

Note: Retiree Health Insurance could be facilitated by a group contract and a 3rd Party Administrator. Town should work with the VLCT to determine the benefits to Tinmouth.

RETIREMENT SAVINGS

The Town of Tinmouth participates in the Vermont Municipal Employees Retirement System (VMERS). Vermont Municipal Employees' Retirement System is the public pension plan provided by the State of Vermont for participating municipalities' employees. The plan is considered a Defined Benefit Plan in which both the employee and Town contribute to the retirement programs. These funds are invested and interest earnings on the investments are placed in reserve to pay benefits to the retired members and beneficiaries of deceased members.

To be eligible to participate in the plan an employee must work on a regular basis for not less than 24 hours per week and for not less than 1040 hours in a year.

Once eligibility is met, enrollment into VMERS is a condition of employment and employees must begin contributions immediately upon date of hire.

The Town of Tinmouth participates in Group B. In this group employees make pre-tax contributions equal to 4.875% of pay in each pay cycle. The Town of Tinmouth contributes 5.5% of pay.

Employees are vested in the VMERS upon the attainment of five (5) years of creditable service.