



Personnel Policy Town of Castleton, Vermont

Section 1: Title and Authority

This policy shall be known as the Town of Castleton's personnel policy. It has been adopted by the Town of Castleton's 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 Castleton is *at will* and not for any definite period or succession of periods of time. The Town or the employee may terminate employment at any time, with or without notice. The Select Board reserves the right to amend any of the provisions of this personnel policy for any reason and at any time, with or without notice.

Except for those actions reserved herein, the responsibility for administering and enforcing the Personnel Policy shall rest with the Town Manager.

Section 2: General Provisions

a. Purpose - It is the purpose of these rules to establish procedures which will serve as a guide to administrative action concerning the various personnel activities and transactions. They are intended to indicate the customary and most reasonable method of carrying out the aims of the personnel program. It is also the purpose to inform the employees of the Town of Castleton regarding the conditions of work in the town.

b. Persons Covered - These rules and regulations shall cover all employees, except as stated herein. Elected officers and their statutory assistants, members of Town boards and commissions, uncompensated volunteers, temporary or seasonal employees, and persons who provide the Town with services on a contract basis are not covered by this policy.

c. Collective Bargaining Agreements - Where a conflict exists between this policy and any active collective bargaining agreement or individual employment contract, the latter will control.

d. Administrator - These rules shall be administered by the Town Manager. Amendments to the rules shall be by resolution of the Board of Selectmen acting at regular sessions.

e. Definitions - For the purpose of the manual, the following words and terms are defined:

(1) Department – A major functional unit of town government. Departments of the town are:

Fire Department
Planning/Zoning Administrator's Office
Public Works (Highway Dept., Transfer Station, Wastewater Plant)
Police Department
Recreation Department
Town Manager's Office (Taxes, Health Officer, Accounting, Listers, Treasurer, and Town Clerk)

(2) Immediate Family – That group of individuals including spouse, and parents thereof; sons and daughters, and spouses thereof; parents, and spouses thereof; grandparents and grandchildren, and spouses thereof; domestic partner and parents thereof; or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

(3) 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.

(4) Position – A group of current duties and responsibilities assigned or delegated by an appointment authority, requiring full-time or part-time employment of one (1) person.

(5) Regular (Full-time Employee) - For purposes of this policy, an employee who works at least 30 hours per week on a regular and continuing basis and has completed their probationary period.

(6) Part-time Employee - An employee who works fewer than 30 hours per week on a regular and continuing basis, or fewer than 390 hours in a calendar quarter, and has completed their probationary period.

(7) Seasonal Employees – An employee who works forty (40) hours or less in a position within the Recreation Department or the Department of Public Works whose duties are scheduled to last 20 weeks or less in a calendar year. These employees are not eligible for benefits, other than those required by law.

(8) Permanent employee. A permanent employee works 30 hours or more per week on a continuing basis (indefinite term), for more than 20 weeks in a calendar year.

(9) Temporary Employee – An employee who works forty (40) hours or less in a job scheduled to last 20 weeks or less in a calendar year and provides the Town with short-term services to complete a project that cannot be completed solely with current full-time and part-time employees, which includes those hired under a contractual basis for a specific project or job.

(10) Probationary Employee – An employee who has not completed his/her probationary period. A normal probationary period is ninety (90) days.

(11) Supervisor – Any person responsible for directing the work of others in an official capacity.

(12) Exempt Employee – Under the Fair Labor Standards Act (FLSA) regulations, an “exempt” employee is not entitled to overtime. To be considered “exempt”, most employees must meet three “tests” to be considered exempt. They include the Salary Level Test, Salary Basis Test, and the duties tests. Many of the FLSA exclusions are found in §213 of the FLSA. With few exceptions, to be exempt an employee must (a) be paid at least \$23,600 per year (\$455 per week), and (b) be paid on a salary basis, and also (c) perform exempt job duties. These requirements are outlined in the FLSA Regulations (promulgated by the U.S. Department of Labor). Most employees must meet all three "tests" to be exempt, but there are some exclusions. Many of the FLSA exclusions are found in §213 of the FLSA. Exempt employees may have rights under other laws or by way of employment policies or contracts.

An exempt employee has virtually "no rights at all" under the FLSA overtime rules. About all an exempt employee is entitled to under the FLSA is to receive the full amount of the base salary in any work period during which s/he performs any work (less any permissible deductions). Nothing in the FLSA prohibits an employer from requiring exempt employees to "punch a clock," or work a particular schedule, or "make up" time lost due to absences. Nor does the FLSA limit the amount of work time an employer may require or expect from any employee, on any schedule. ("Mandatory overtime" is not restricted by the FLSA.)

(13) Nonexempt Employee – In contrast with the “exempt” employee, under the Fair Labor Standards Act (FLSA) regulations, a “nonexempt” employee would not meet the criteria of the three “tests” and therefore is entitled to overtime. Nonexempt employees are entitled under the FLSA to time and one-half their "regular rate" of pay for each hour they actually work over the applicable FLSA overtime threshold in the applicable FLSA work period. These requirements are outlined in the FLSA Regulations (promulgated by the U.S. Department of Labor).

f. Normal Work Week – *Town Office	40 hours (Monday-Friday)
Town Clerk	35 hours (Monday-Friday)
Transfer Station	40 hours (Tuesday-Saturday)
**Wastewater Plant	40 hours (Monday-Friday)
***Highway Dept.	40 hours (Monday-Friday)
Police Department	40 hours (Monday-Sunday)

* Town Office hours are 8:00A.M to 4:30 PM.

** Wastewater staff is on call outside of their normal hours.

*** Highway Dept. staff are subject to callbacks 24/7.

g. Hours of operation for union employees working in public works departments are listed in the AFSCME Collective Bargaining Agreement (CBA) and in the New England Police Benevolent Association CBA for the Police Department.

h. Payroll Weekly – 12:00 A.M. Monday to 11:59:59 P.M. (midnight) Sunday.

Section 3: Recruitment (Appointment and Assignment to Duty)

The responsibility for hiring personnel is with the Town Manager. All appointments to town employment are made upon merit and fitness alone. Employees are appointed on a temporary or permanent basis. Some departments with seasonal work have part-time or temporary employees. If conditions warrant, a satisfactory temporary employee will be given the opportunity to become a permanent employee. All temporary employees are paid on an hourly basis. All employees are subject to assignment by the Town Manager.

Recruitment –

a. Whenever a vacancy occurs in any department, the department head shall notify the Town Manager of said vacancy, stating the date of the vacancy, position, title, and any other pertinent facts which may be necessary, including statement of need for the vacancy to be filled.

b. Whenever a department head wishes to establish a new position, they shall notify the Town Manager in writing stating the title, if such a title exists, or a job description when no such position exists and the reason for the request. No new position will be established without the approval of the Board of Selectmen.

c. Announcement for vacancies will be posted by the Town Manager and shall specify the position, title, salary, qualifications of applicants, closing date for receiving applications, and other information as required.

Application –

a. Application for employment with the Town of Castleton must be filed on forms or a format prescribed by the Town Manager. Such forms may require whatever information is deemed necessary and all applications must be signed by the person applying.

b. Written employment applications may be rejected from any applicant;

(1) Whose application clearly indicated that minimum qualifications required are not fulfilled.

(2) Whose employment has been terminated from a department of the Town on less than honorable terms.

(3) Who has practiced or attempted fraud or deception in any statement of fact pertinent to the application.

c. As part of the pre-employment procedure, former supervisors, employers, and references for permanent position shall be checked as a precaution against obtaining undesirable employees. Reference checks shall be documented.

d. The Town Manager shall advertise all such vacancies except those to be filled by promotion, in at least one (1) issue of a newspaper circulated in the town giving the job title and approximate salary range. Vacancies shall also be posted on the Town of Castleton website, Facebook page, and on any other social media platform deemed appropriate by the Town

Manager. Applications shall be received for at least 10 working days after the date of advertisement.

Types of Appointments –

- a. Permanent – See Section 2 for the definition of a permanent employee.
- b. Part-time – See Section 2 for the definition of a part-time employee.
- c. Emergency – In order to prevent stoppage of the public business or loss or serious inconvenience to the public, appointment of employees on a temporary basis may be authorized by the department head with approval of the Town Manager in accordance with this rule for a period not to exceed sixty (60) days.
- d. Seasonal/Limited Term – An employee who works forty (40) hours or less in a position at the Transfer Station (Permit Sellers), Recreation Department (Beach employees, Department of Public Works (Flaggers/plow drivers), or employees otherwise hired for a specific project of short duration, and who are not eligible for benefits other than those required by law.
- e. Temporary – An employee who works forty (40) hours or less in a position/project scheduled to last twenty (20) weeks or less in a calendar year and provides the Town with short-term services to complete a project that cannot be completed solely with current regular (full-time) and part-time employees, which includes those hired under a contractual basis for a specific project or job.

Section 4: Equal Employment Opportunity

The policy of the Town of Castleton is to provide equal opportunity to all employees and applicants on the basis of the candidate's qualifications for the job and rate them fairly with respect to compensation and opportunity for training and advancement including up-grading and promotion, without regard to race, color, religion, ancestry, sex, sexual orientation, gender identity, age, national origin, marital status, disability, pregnancy, genetic information, crime victim status, veteran's status or any other category of person protected under local, state, or federal law. Reasonable accommodation will be made for any present employee who becomes handicapped or any qualified handicapped person seeking employment at the time of hiring. Equality in such opportunities continues to be the basic policy of the Town.

Major goal of the Town of Castleton is also to become a leader in programs and activities which enhance equal employment opportunities within the community.

Section 5: Probationary Period

a. All new employees will be required to complete a 90-day probationary period. The purpose of this probationary period is to determine whether the employee is suited for the job. A department head may extend the probationary period with the approval of the Town Manager and Board of Selectmen. The total probationary period- shall not exceed twelve (12) months. However, Police appointments shall be made for a probationary period of at least twelve (12) months. During

the probationary period, the department head may recommend removal of an employee who is unable or unwilling to perform the duties of the position satisfactorily, or whose habits, or dependability do not merit continued employment with the Town of Castleton. During the probationary period, an employee shall accrue sick and vacation time. However, the employee is not eligible to use either vacation or sick time until after the probationary period has expired. For those eligible, leave time may be accumulated, but not used during this period.

b. Current Employees – The probationary period for an employee who changes duty positions with the Town of Castleton shall be thirty (30) days, however, it can be extended up to ninety (90) days, based on the recommendation of the supervisor, and approved by the Town Manager. All employee benefits to continue during probationary period. Employees may resume former position within probationary period without loss of seniority.

Section 6: 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. All employees shall during their hours of duty, and subject to such other laws, rules and regulations that pertain thereto, devote their full-time attention, and efforts, to his office and employment.

An employee shall not disclose confidential information gained by him by reason of his official position except as authorized or required by law, nor shall he otherwise use such information for his personal gain or benefit.

Section 7: Physical Examination and/or Drug Test

All new permanent (full-time & part-time) employees who are hired for positions in which health or physical abilities are important for the performance of the essential functions for the job, or who hold a Commercial Driver's License, may be required to have an initial physical examination or drug test at the expense of the Town after an offer of employment has been made. Physical examination criteria shall be determined by the Town manager based on the specific job (position) description. Appointment to a position shall be conditioned on the favorable results of the physical examination/drug test. All information obtained as part of the medical exam shall become part of the employee's permanent employment record. These records shall be safeguarded and remain confidential.

Section 8: Conflicts of Interest

Every employee of the Town shall carry out his or her job in a way that ensures that neither the individual employee nor any other employee of the Town will gain a personal or financial advantage from his or her work for the Town and so that the public trust will be preserved. All decisions made by Town employees shall be made based on the best interest of the community at

large rather than the interests of any individual or employee. See the Town's Conflict of Interest Policy for further details.

Section 9: Hours of Service:

A typical work week shall be forty (40) hours per week, unless otherwise specified based on a job title, or as defined in a Collective Bargaining Agreement.

Work hours for each department are outlined in Section 2 or as determined by coverage required to keep the Town Office open from 8:00A.M.-4:30P.M.

Supervisors may alter work schedules and require employees to work additional hours that may exceed forty hours in each week, as circumstances require to meet the needs of the Town. Supervisors shall also have the authority to approve variations from the regular work schedules when requested by an employee, so long as such flexible scheduling is not detrimental to the Town's interests.

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, but no later than 30 minutes prior to their scheduled start time.

Any absence of an employee from duty, including the absence for a single day or part of a day, which is not authorized under provisions of these rules, shall be investigated by the appropriate supervisor and shall be reported to the Town Manager for action. Any employee who shall absent himself without authorization shall forfeit all compensation for the period of such absence and is subject to progressive discipline.

Section 10: Gratuities and Gifts

Employees may not directly or indirectly ask, demand, exact, solicit, accept, or receive a 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.

Section 11: Outside Employment

The primary occupation of all full-time employees shall be to the Town. Employees may not engage in any outside business activities during their normal working hours. An employee may engage in outside employment as long as such employment does not conflict with the employee's performance as a municipal employee.

When an employee initiates or joins a business where there may be the appearance of a conflict with the municipal activities, the employee shall be required to enter into an agreement with the Town. The agreement will be prepared by the Town Manager and the employee and will establish guidelines to protect both the employee and the Town's 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.

Section 12: 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 from prohibiting, restraining or in any manner limiting an individual's right to vote with complete freedom in any election.

Section 13: Nepotism

The Town – in recognition of the potential for a conflict of interest to occur in the workplace where a close relative is responsible for supervising or evaluating the work performance of another close relative – prohibits the hiring or transferring of relatives, when doing so will result in a close relative supervising or evaluating another close relative, or a close relative supervising or evaluating the immediate supervisor of another close relative.

Section 14: Safety & Health

The Town of Castleton will exert every reasonable effort to provide a safe and healthful workplace with a maximum degree of sanitation for all employees and will comply with applicable federal, state, and local laws and regulations relating to the safety and health of its employees to the best of its ability.

A Safety Committee consisting of the Town Manager, Health Officer, Public Works Director, Fire Department Safety Officer, Police Chief, Town Mechanic, and Union Steward shall meet quarterly. The purpose of the safety committee is to communicate and evaluate health and safety issues, assist in continuous improvement of health and safety programs, and ultimately support a safer and healthier workplace.

Each supervisor will take prompt and appropriate action to correct any unsafe or unsanitary condition or action which is reported or observed by him.

All employees are responsible for prompt reporting of observed unsafe or unsanitary conditions to the supervisor or appropriate authority.

Success of any health and safety program requires due diligence by employees to support and comply with safety policies, equipment manufacturer cautions and warning to ensure safe operation of vehicles and equipment, proper wearing of seatbelts, wear compliance of safety harnesses, and the care and use of personal protective equipment (PPE).

Section 15: Alcohol and Drug Use

The Town of Castleton intends to maintain a drug-free workplace and workforce. The use of alcohol or illegal drugs and the abuse of prescription drugs are not tolerated in the workplace or at work-related events. Reporting to work or working under the influence of alcohol or drugs is strictly prohibited, unless the drug is prescribed and used in the manner prescribed by a duly licensed physician or dentist.

Town employees are prohibited from working, or presenting yourself for work, while under the influence, or severe aftereffects, of illegal drugs, controlled substances, and/or alcohol. This policy is designed to promote our goal of providing a safe, healthy, and productive work environment. This policy covers all employees, including drivers and other employees who also are subject to drug testing programs performed in accordance with Federal Department of Transportation (DOT) requirements.

It is the policy of the Town to prohibit the manufacture, distribution, transfer, display, transportation, sale, dispensation, possession, consumption or use of illegal drugs, controlled substances, and/or alcohol by Town employees at the workplace and/or during working hours. Prohibited behavior includes manufacturing, distributing, transferring, displaying, transporting, selling, dispensing, possessing, consuming, using, or being under the influence of illegal drugs, controlled substances, and/or alcohol during work hours, on work premises, while engaged in work activities away from work premises, or during work-related events.

For the purposes of this policy, the term “illegal drug” includes both: (a) all state and/or federally controlled substances, including look-alike and designer drugs, and drug paraphernalia, and (b) prescription medications that have not been prescribed for current use by an authorized medical practitioner or that are being used contrary to the prescribing medical practitioner’s instructions. Controlled substances include but are not limited to the following substances: marijuana (possession quantity is limited, but not illegal in Vermont), cocaine, opiates, amphetamines, phencyclidine (PCP), barbiturates, benzodiazepine, methadone, methaqualone, and propoxyphene.

Violations of this policy may subject employees to disciplinary action, up to and including termination of employment and referral for prosecution. The Town also may provide information and recommendation to participate in an appropriate drug assistance or rehabilitation program.

Prohibited Conduct:

The following actions are prohibited in the workplace, on municipal property, while using municipal equipment, or during any period in which you are on municipality business:

- Possessing, consuming, or using illegal or controlled substances, as defined by federal, state, and local statutes. (Controlled substances may be taken pursuant to a properly issued

prescription, provided the controlled substance is taken as and, in the amount, prescribed and so long as the medication does not adversely affect the employee's ability to perform the essential functions of his or her job).

- Distributing, transferring, displaying, transporting, selling, or possessing with the intent to distribute illegal or controlled substances.
- Possessing or using drug paraphernalia except when used for legal substances and in a legally prescribed manner.
- Being under the influence of illegal or controlled substances as demonstrated by actions and/or other evidence.
- Growing and/or manufacturing any illegal drug or controlled substance.
- Possessing or using alcohol.
- Being under the influence of alcohol.

The limited, responsible consumption of alcohol on or off municipality premises at a Town-sponsored business or social function is permitted, but only if it has been authorized in writing and in advance by Town Manager. The Town expects all attendees at such a function to behave in a professional manner and in accordance with Town policies.

The Town reserves the right to search and inspect all areas of the workplace and its premises for the purposes of maintaining a safe and healthy workplace.

The illegal use of prescription drugs is also prohibited. If an employee is legally taking prescription drugs that affect the employee's ability to safely perform any of the essential functions of his or her job, his or her supervisor or the Town Manager will determine whether the employee should continue to perform his or her functions until concerns regarding safety can be addressed. Medical certification may be required.

Employees may be disciplined, up to and including termination, for violations of this policy.

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 16: Tobacco Use

In recognition of the hazards that tobacco poses to the health of employees, and in accordance with 18 V.S.A. §§ 1421 et seq. and §§ 1741 et seq., the Town hereby prohibits employees' use of tobacco in any form, including electronic cigarettes, in all publicly owned buildings, offices and enclosed areas, and in all Town vehicles.

Section 17: Performance Evaluations

The evaluation of each employee shall be conducted on an annual basis to maintain and control the effectiveness and most efficient use of each employee.

Each employee shall be evaluated annually on their anniversary date of service by the Department Head and Town Manager. The Department Head/Supervisor will be the "Rater" of the employee and the Town Manager shall be the "Senior Rater" of the employee. In cases where the Town

Manager is the rater (evaluator), the senior rater (evaluator) shall be the Select Board, or their designated representative.

The results of such evaluations will be submitted to the employee, the employee's supervisor, and the Town Manager-and will become a part of the employee's personnel file.

Section 18: Personnel Records

Personnel records will be maintained for each employee of the Town. 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. Personnel records shall be safeguarded (behind double lock and key) with limited unaccompanied access. Unaccompanied access shall be granted for the sole purpose of executing official duties. A memorandum shall be used to document those granted unaccompanied access and signed by the Town Manager.

Section 19: Use of Town Equipment

Except as provided in Section 17, or with the Town Manager's permission, the use of Town equipment or property for personal use is strictly prohibited. Employees should have no expectation of privacy regarding anything stored in or on Town-owned property or Town-owned equipment, including but not limited to desks, filing cabinets, lockers, and vehicles. Employees should expect that such areas may be searched at any time to retrieve work-related materials or to investigate violations of work-place rules.

Section 20: 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 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;
- Downloading or transmission of sexually explicit images or messages;
- Transmission of chain letters or solicitations for personal gain, commercial or investment ventures, religious or political causes, outside organizations, or other non-job-related solicitations during or after work hours;
- Access to Internet resources, including web sites and news groups, that are inappropriate in a business setting;
- Any other use that may compromise the integrity of the Town and its business in any way.

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 schedule for municipal records.

For purposes of this section, computer system means all computer-related components and equipment including, but not limited to host computers, workstation terminals, portable devices (includes laptops, Smart Phones, tablets, or other devices capable of downloading, storing, or transmitting data), file servers, software, internal or external communication networks, the world wide web (www), the Internet, commercial online services, bulletin board systems, backup systems and the internal and external e-mail systems accessed via the Town's computer equipment.

Section 21: Eligibility for Benefits

The Town offers group insurance programs for the benefit of its eligible full-time employees. Details about those benefits, as they exist on the date of hire are included as an attachment to this Policy. The Town does not offer benefits for part-time employees, who are defined in Section 2 of this policy as employees working fewer than 30 hours per week on a regular and continuing basis, except as required by state and federal law.

The town reserves the right to change insurance carriers, or to add, delete or amend insurance benefit programs in its sole discretion. The town also reserves the right to change the amount or percentage of its contribution to the cost of any group health insurance program. Employees will be provided with advance notice of any change in the contribution rate.

Additional details regarding health insurance benefits, employer/employee contribution, types of plans, and the administration of such plans may be found in collective bargaining agreements for employees belonging to a bargaining unit.

Section 22: Life Insurance

The Town shall provide each full-time employee with life insurance equal to the employee's gross annual salary rounded up to the next one thousand dollars, not to exceed \$50,000. At retirement, life insurance shall be reduced to \$5,000.00. All life insurance premiums shall be fully paid by the Town. Employees must satisfy insurance company eligibility requirements.

Section 23: Disability Insurance

The Town will provide disability insurance for full-time employees, which shall be coordinated with sick leave. Starting with the fifteenth (15th) day of sick leave, the disability insurance shall pay 67% of gross straight time wages as defined in Town policies. During disability, accumulated sick leave, including sick leave approved for donation by other employees, can be used to augment the disability insurance so that the employee receives up to 100% of gross wages.

Section 24: Liability Insurance

Individual liability coverage shall be provided by the Town for all other employees to adequately protect them while engaged in the service of the Town. The Town shall also provide false arrest and special coverage for those employees engaged in activities on the Town's behalf that are peculiar to their job requirements.

Section 25: Pension

Effective July 1, 1990, the Town began participating in the Vermont Municipal Employee's Retirement System, Plan C for police officers and Plan B for all employees qualified to participate under the rules of the plan.

Section 26: Health Insurance

Employees –

Effective July 1, 2019, the Town shall pay 80% of the monthly premium cost to provide medical insurance coverage pursuant to BCBS Platinum Group plan.

See Appendix 2 for greater detail on health, vision, prescription, and dental insurance benefits.

Employees electing single, two-person or family coverage under the plan, the town shall continue to pay the same as the Collective Bargaining Agreements.

With certification of health insurance from another source, an employee who is otherwise eligible for health insurance benefits, may choose to receive an insurance buy-out from the Town each year in the amount of \$5000. Payments will be made through regular payroll. This is considered a taxable fringe benefit to the employee.

The Town will continue to provide a Section 125 Plan to allow employee deductions for premiums thereafter to be made in pre-tax dollars.

Retirees-

Employees must meet the criteria listed below to be eligible for retiree healthcare.

a. All employees hired prior to 7/1/2019, upon their retirement, are eligible for retiree health insurance benefits as in the proportions listed below. This remains in effect until the employee is eligible for MEDICARE benefits.

- Less than 10 years of service - no coverage
- 10 years of service – 50% of premium
- 30 years of service – 100% of premium

b. To be considered a retiree, an employee shall meet the retirement criteria as defined under the rules and guidelines of 24 V.S.A. Chapter 125 Vermont Municipal Employees Retirement System (VMERS) Employees who do not meet these criteria are not considered a retiree of the Town and not eligible for retiree healthcare.

c. For each year of service after ten (10), the amount of premium covered by the Town shall be increased by 2.5%.

d. Effective 7/1/2019, all new hires (employees) are not eligible for any form of retiree health insurance benefits paid by, or through the Town of Castleton.

Section 27: Vacation Leave and Personal Days

Full-time employees accrue vacation time annually at the following annual rates of accrual. It is based on a 40-hour work week and prorated based on an employee's regularly scheduled hours. Employees hired after 7/1/2019 shall not be eligible for greater than fifteen days (120 hours) of vacation annually. Employees hired 8/25/2011 through 6/30/2019 are grandfathered into a maximum vacation time earned annually of 20 days (160 hours). Employees hired prior to 8/25/2011 are grandfathered into a maximum vacation time earned annually of 25 days (200 hours).

APPLICABLE TO THOSE HIRED AFTER 7/1/2019

Number of months employed # of days accrued

Date of hire – 12 months	5 days (40 hours)
13 months – 60 months (1-5 years)	10 days (80 hours)
61 months +	15 days (120 hours)
15 days (120 hours) is MAX	

Vacation shall be based on the anniversary date of hire. Vacation time shall become available and be credited to an employee on their anniversary date of hire.

In scheduling vacations, the Town's convenience must be considered, however, whenever possible, vacations will be scheduled at the employee's convenience.

Choice of vacation shall be decided by seniority. Vacation requests, once approved, cannot be affected by seniority. Vacation requests and approvals shall be in writing. Vacation requests shall be approved by the Department Supervisor. Vacation requests shall not be unreasonably denied. Vacation requests shall be submitted for the fiscal year not-later-than 31 May of the preceding fiscal year. Requests for a multi-employee department shall be based on seniority. Requests shall be reviewed by the department supervisor and submitted to the Town Manager not-later-than the proceeding 15th of June. Once approved by the Town Manager, vacation days for each department shall be posted not-later-than 30 June in each facility where visible to employees. Any vacation time requests submitted after 30 June of each year shall be reviewed by department supervisors, and approved on a first-come, first-served basis, considering the needs of the employee, as well as the needs of the organization.

Vacation may be taken in one-half shift or whole day increments.

Employees are strongly encouraged to take an annual vacation. Vacation is for relaxation, and to get away from the daily routine. For this reason, unless there are special circumstances, and approval is given, an employee is expected to take vacation.

An increase in the annual rate of accrual will occur on the employee's anniversary date of hire. Vacation days are awarded on anniversary date for the previous year. At termination of employment the final year of vacation shall be pro-rated & paid as a lump sum. Vacation is paid at the employee's current rate of pay at the time vacation time is used.

Unless permission is granted from the Town Manager, no employee may accumulate more than 240 hours of vacation time. If an employee does not use all their vacation leave in a year, the employee may carry unused vacation leave forward to the next year up to a maximum of 5 vacation days (40 hours) with prior approval as stated above, however, accrual stops if an employee has reached their maximum number of vacation hours and time must be used for accrual to restart.

An employee who resigns or otherwise terminates from employment with the Town will be compensated for unused vacation leave accrued at the time of resignation or termination of service. An employee will be entitled to be paid for all accumulated, but unused vacation time at the rate of pay the employee is receiving at the time of resignation/termination.

Absence on account of sickness, injury, or disability more than that here-in-after authorized for such purposes may, at the request of the employee and at the discretion of the Town Manager, be charged against vacation leave allowances.

Vacation time accruals for employees who are members of a collective bargaining unit are administered as outlined in their applicable collective bargaining agreement.

Section 28: Holiday Leave

The Town observes the following holidays each year. Non-Union full-time regular and new employees will receive paid holiday leave for the number of hours that they are scheduled to work

if working a ten (10) hour day). Employees may borrow against their own accrual, not to exceed 96 hours annually, if requested and with proof of need as described in C or L below. Once borrowed, the employee shall not accrue sick leave for the number of months equal to the number of days of borrowed sick leave. If an employee leaves service with the town prior to paying back such borrowed time, the town may deduct such equivalent pay from the employee's final pay check(s).

A Sick leave day equals 8.0 hours; 10.0 hours for employees working a ten (10) hour per day schedule.

An employee who is unable to report to work because of personal illness, or an illness in the immediate family shall notify the supervisor before the start of the shift.

An employee on sick leave for three (3) consecutive working days or a pattern of abuse may be required to furnish a doctor's certificate.

The amount of unused sick time shall be printed on the employee's check stub. Sick leave may be taken in one (1) hour increments.

Employees who achieve the status of perfect attendance for sixty (60) consecutive workdays (3 calendar months) may elect to convert and use one sick leave day to a personal day as set forth in Section 403 and this section. Perfect attendance means a period of sixty (60) consecutive workdays where neither sick leave is used in any increment, or personal time is used in an increment of less than a full day. Each period of perfect attendance shall begin with the workday immediately following the most recent workday where sick leave was used in any increment, or personal day was used in an increment of less than a full day.

Employees who achieve such status may notify the Town in writing that the conversion of sick leave to personal leave shall be automatically converted unless otherwise notified. An employee may request the conversion and use of a sick leave day to a personal day simultaneously. Personal days accrued under Section 22 will be forfeited on the last day of June (2nd June 30th) following the date of accrual.

Employees who choose to do so may contribute up to two days of sick leave, per occurrence, to other town employees who have exhausted their own sick leave due to catastrophic illness or injury. Employees may donate two additional days of sick leave but only with the approval of the Town Manager. A catastrophic illness or injury shall be any illness or injury that extends beyond 30 consecutive days or requires regular absences from work for medical treatment in a frequency greater than that in which sick leave is earned.

Employees who are out of work due to non-work-related injury or illness for a period of not less than 15 consecutive workdays and released by their physician to return to duty without restrictions, may be required by the Town to be examined by an independent physician, at the Town's expense, for clearance to return to work without restrictions.

Sick leave may accumulate up to 480 hours. Employees exceeding 480 hours as of 07/01/19 are grandfathered and will not lose any hours exceeding 480.

There shall be no buy back of accrued sick leave existing during any given year, or payout at the cessation of employment.

An employee may use sick leave for the purposes below:

- The employee is ill or injured.
- The employee obtains professional diagnostic, preventive, routine, or therapeutic health care.
- The employee cares for a sick or injured parent, grandparent, spouse/partner, child, brother, sister, parent-in-law, grandchild, or foster child, including helping that individual obtain diagnostic, preventive, routine, or therapeutic health treatment, or accompanying the employee's parent, grandparent, spouse/partner, or parent-in-law to an appointment related to his or her long-term care.
- The employee is arranging for social or legal services or obtaining medical care or counseling for the employee or for the employee's parent, grandparent, spouse/partner, child, brother, sister, parent-in-law, grandchild, or foster child, who is a victim of domestic violence, sexual assault, or stalking or who is relocating as the result of domestic violence, sexual assault, or stalking. As used in this section, "domestic violence," "sexual assault," and "stalking" shall have the same meanings as in 15 V.S.A. § 1151.
- An appointment eligible for short-term family leave under the provisions of the Vermont Parental and Family Leave Act (21 V.S.A. § 472a).
- Any other appointments authorized in advance by the employee's supervisor.

If an employee runs out of sick leave, he/she may use vacation time or personal days, if authorized by his department head.

Sick leave may be accrued by probationary employees but cannot be utilized until after the probationary period has expired.

Union employees will receive and utilize paid sick leave days as outlined in their applicable collective bargaining agreement.

Section 30: Bereavement Leave

Unless specifically stated in an employee work agreement or in a collective bargaining agreement, employees may be provided with up to three paid bereavement leave days (pro-rated for part-time employees) related to the death of an immediate family member. The exact amount of time off is dependent upon the circumstances and subject to supervisor approval.

If additional time off is needed, or if time off is needed for the funeral of a friend or a relative who is not an immediate family member the employee's supervisor may grant, on a case-by-case basis, the use of a reasonable amount of accrued sick leave, if available, or, if not, unpaid leave. The amount of such time off, if approved, will be determined by the employee's supervisor based on individual circumstances such as the distance to be traveled, closeness of the employee's relationship with the person who died or the employee's family, and the employee's level of responsibility in making funeral or other arrangements.

Paid bereavement leave does not accrue and thus, when not used, is not carried forward into the next year nor compensated upon separation from employment.

Section 31: Parental and Family Medical Leave Act (FMLA)

Eligible employees may take up to twelve (12) workweeks of leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Employees eligible for FMLA may use any combination of accrued vacation, sick leave, personal days, or leave of absence without pay.

Eligible employees are entitled to:

- a. Twelve work weeks of leave in a 12-month period for:
- (1) The birth of a child and to care for the newborn child within one year of birth;
 - (2) The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - (3) To care for the employee's spouse, child, or parent who has a serious health condition;
 - (4) A serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - (5) Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" OR;

b. Twenty-six (26) work weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

The FMLA year shall be the calendar year, January 1 through December 31.

Section 32: Short Term Family Leave

In accordance with 21 V.S.A. § 472a, the Vermont Short Term Family Leave Law, 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;
- To attend or accompany the employee's child or other family member 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 family member.

The Town may require that leave be taken in a minimum of two-hour segments. At the option of the employee, accrued paid leave may be used. 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.

Section 33: Leave of Absence Without Pay

A. General Leave of Absence.

(1) All 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 employee's supervisor and must set forth the purpose for which the leave is requested. All leave requests must be for a defined period and include a specified date of return.

(2) Employees with one (1) year or more of continuous service shall, with prior written notice to the department head and to the Town Manager be granted a leave of absence for good cause such as, but not limited to sickness, health, maternity and compelling or urgent personal reasons, and such leave may be extended for like cause.

(3) Non-probationary employees with less than one (1) year of continuous service shall be granted a leave for similar reasons for a period not to exceed thirty (30) days. The thirty (30) day limit will not apply in cases of illness.

(4) Employees who are absent because of non-occupational illness or disability may be authorized leave after an absence of ten (10) working days or after the expiration of all sick leave to which an employee is entitled under the sick leave procedures for the Town.

(5) Employees shall receive no salary while on leave. Their rate of pay will be subject to any general increases or decreases in salary rates that may become effective during the leave. Employees shall be returned to the position held just prior to such authorized leave, subject to employment conditions existing at the time of return. If leave of absence is granted for more than 30 days, the employees anniversary date will be changed accordingly.

(6) Employees shall pay their respective costs of such benefits during a leave of absence.

(7) Employees accepting employment or conducting a business during a leave of absence or an extension of such a leave shall be terminated from the employment of the Town.

If a leave of absence without pay is granted for more than 30 days, the accrual of vacation, sick leave and holiday benefits shall cease on the 31st day of leave, as well as all employer contributions to fringe benefits. The employee may continue the employee's group health plan coverage by paying the required premium in accordance with the payment schedule established by the Town. Accrual of benefits will begin immediately upon the employee's return to work.

B. Emergency Leave of Absence.

In the event of death or serious illness in the immediate family of an employee, with the approval of the Town Manager, up to three (3) days leave will be granted with pay to the employee. This

leave will not be charged against the employee's accumulated sick leave or vacation time. Days more than these three (3) days will be charged first against the employee's accumulated sick leave, and second against the employee's accumulated vacation. In the event of a death or serious illness of other members of the employee's family, leave will be granted but will be charged first against the employee's accumulated sick leave, and second against the employee's accumulated vacation.

Section 34: 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.

While an employee is on military leave, the Town will pay the employee the difference, if any, between the employee's base rate of pay and military pay for up to 15 days in a calendar year. A copy of the military pay voucher shall be submitted prior to authorization for payment to the employee for the period of leave. Such leave will not be charged against a full-time employee's vacation time.

Any permanent full-time employee who is drafted into the military service or involuntarily mobilized with a Reserve Component of the Armed Forces of the United States, shall, upon termination of his active service be entitled to return to the town service at a level equivalent to the position held on his/her departure. This leave of absence shall not exceed the period necessary to complete the period of active duty that he has been involuntarily ordered to perform.

Section 35: Jury Leave

The Town will compensate employees for their service as jurors or witnesses, whether related or unrelated to their status as a Town employee. In accordance with 24 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 may grant leave with pay when required to be absent from work as a trial witness. An employee called as a witness not due to their status as an employee of the town, or as a juror, will be compensated the difference between their regular rate of pay and their compensation as a witness or as a juror up to a limit of their normal hours per day and normal hours per week. Satisfactory evidence must be submitted to the employee's immediate supervisor. Payment of meals and/or mileage shall be considered as part of the fee for purposes of this paragraph.

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

Section 36: Overtime

In accordance with the Fair Labor Standards Act, the Town compensates all nonexempt employees at the rate of one and one-half hours for each hour worked more than forty hours in any workweek. Employees employed in executive, administrative or professional capacities as defined by the FLSA are exempt from this requirement.

Overtime for employees paid an hourly rate to paid after forty (40) hours per week for time **actually worked.**

A reasonable amount of overtime may be required of employees, but in all cases, the safety of employees and the public shall be considered when overtime is required.

Overtime to be paid the first pay period following the week worked.

If disputes over overtime pay arise, the regular hours shall be paid on time and the overtime pay will be paid upon resolution of the dispute.

It shall be the responsibility of the Public Works Director to assign overtime hours to any or all Public Works Department employees. The Director will use discretion in their assignment of overtime hours, ensuring adequate rest periods between work periods and will take into consideration the safety of the employees and the general public.

Section 37: Compensatory Time Off

In lieu of overtime pay, non-exempt employees may accrue compensatory time off (“comp time”) subject to the Fair Labor Standards Act, and under the following conditions:

- Comp time is earned at a rate of one- and one-half hours for each hour actually worked more than forty hours in any work week.

- An employee may accrue a maximum of forty hours of comp time (40 hours of comp time represents 26.67 hours of actual overtime work). An employee who has accrued 40 hours of comp time will be paid overtime compensation for additional overtime hours of time actually worked.

- Comp time must be used within sixty (60) days from the date accrued, unless otherwise approved by the Town Manager. Requests for use of compensatory time must be submitted to the employee’s supervisor, who will have sole discretion to grant or deny the request. Requests for use of compensatory time will not unreasonably be withheld.

- The employee may request the compensatory time be paid at the applicable overtime rate if unable to use it within the sixty (60) days.

- Upon termination from employment, an employee will be paid for unused compensatory time at a rate not less than the average regular rate of pay received by the employee during the last three years of employment or the employee’s final regular rate of pay, whichever is higher.

Section 38: Call In – On Call Pay

A non-union, non-exempt, regular full-time employee who is called in after hours will receive a minimum two-hour compensation and work only the time needed for that assignment.

Commencing July 1, 2021, Wastewater Facility employees shall receive \$0.50/hour paid for on-call weekends and holiday on-call duty. On-call time starts on Friday following normal duty hours and ends on Monday when normal duty hours resume.

Section 39: Employment Discrimination

Vermont and federal law prohibit employment discrimination or retaliation based on race, color, religion, sex, or national origin, sex, age, 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.

Employees are encouraged to bring any complaints alleging unlawful discrimination to the attention of the employee's Supervisor and Town Manager who will arrange a meeting to discuss the matter. The meeting will take place as soon as reasonably possible, but in no case later than seven calendar days from receipt of notification. If the Supervisor/Town Manager is unable to resolve the matter during this meeting, the aggrieved party may submit to the Supervisor/Town Manager a written, signed complaint within seven (7) additional calendar days. The Supervisor/Town Manager will then have an additional fifteen calendar days in which to investigate and to issue a report with recommendations to the Board of Selectman. The Selectmen will, within ten calendar days, notify the aggrieved part of its decision.

Section 40: Sexual Harassment/Violence in the Workplace

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 based on 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.

Any employee who wishes to report sexual harassment should contact the Town Manager and/or the Chair of the Select Board.

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

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

Vermont Attorney General's Office
Civil Rights Unit
109 State Street
Montpelier, VT 05609-1001
Tel: (802) 828-3171 (voice/TODD)

Equal Employment Opportunity Commission
1 Congress Street
Boston, MA 02114
Tel: (617) 565-3200 (voice), (617) 565-3204 (TODD).

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 41: Employee Discipline

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

The progressive discipline process does not apply to elected officers and their statutory assistants. However, an elected officer may choose to follow the requirements of this policy for discipline and termination of his or her statutory assistants. A statutory assistant means an individual appointed to his or her position by an elected officer of the Town having express statutory authority to appoint an assistant. Statutory assistants include the assistant clerk and the assistant treasurer. 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.

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

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 (oral) warning; (2) written warning (Reprimand); (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.

- Refusing to do assigned work or failing to carry out the reasonable assignments of a Supervisor, Town Manager or Board of Selectmen.
- Being inattentive to duty, including sleeping on the job.
- Falsifying a timecard 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 42: Employee Suspension, Termination & Appeals Process

The Town of Castleton has adopted an employment termination process. Most often, employee conduct that warrants termination results from unacceptable behavior, poor performance, or violation of the Town's 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.

- a. Suspension - Any permanent employee may be suspended without pay for not longer than two (2) weeks in any twelve (12) month period by his department head for violation of

departmental rules and regulations or other cause. Such suspended employee may appeal to the Town Manager. If an employee is suspended, he shall receive a notice informing him of the appeal procedure.

b. Termination - The Town has adopted an employment termination process. Most often, employee conduct that warrants termination results from unacceptable behavior, poor performance, or violation of the Town's 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.

(1) The Town 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.

(2) The Town Manager may terminate (dismiss) an employee for inefficiency or incapacitation, insubordination, misconduct or immoral conduct, intoxication, offenses against the law, or other similar just cause.

(3) The department head or appointing authority may recommend the discharge of an employee from the service of the town for the above-stated reasons, if he submits to the employee and the Town Manager in writing, within seventy-two (72) hours after his action, a copy of the charges or reasons for his actions. The employee shall also receive a notice informing him of the appeal procedure provided him under Section 3, paragraph 5 of these "Personnel Rules and Regulations".

(4) 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.

(5) An employee being considered for termination will be provided with a written notice. The notice will contain a brief statement of the reason's termination is being considered and the date, time, and place of a pre-termination meeting with the employee's supervisor.

(6) 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 written response to the pre-termination notice not later than the scheduled date of the meeting.

(7) Within seven (7) 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 Board of Selectmen 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.

c. Appeals –

(1) The employee dismissed or reprimanded may request a hearing before the Board of Selectmen. Such request shall be submitted in writing within five (5) days after receipt of notice of dismissal or reprimand.

(2) If a request for a post-termination hearing is made, the Town Manager shall notify the Board of Selectmen, in writing, of the cause for which he recommends dismissal or reprimand and of the fact that the person concerned has requested a hearing. The Select Board will provide the employee with a notice informing the employee of the date, time, and place of the post-termination hearing before the Select Board. The notice will inform the employee of his or her right to be represented by counsel, to present and cross-examine witnesses and to offer supporting documents and evidence. The Board of Selectmen shall convene such hearing within one (1) week after receipt of employees written request for a hearing.

(3) The person who dismissal has been recommended, shall be suspended without pay pending the results of the hearing.

(4) If any member of the Board of Selectmen has been instrumental in bringing charges against any employee whose dismissal or reprimand is recommended, he/she shall not sit with the Board of Selectmen at the hearing.

(5) 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 Board of Selectman will make such determinations as may be necessary in the event of evidentiary objections or disputes. When the hearing is adjourned, the board, under the authority granted by 1 V.S.A. § 313(e), will consider the evidence presented in the hearing in deliberative session.

(6) The Board of Selectmen will render a written decision within fourteen days after close of the hearing, unless otherwise agreed upon by the parties. The decision of the Board of Selectmen shall be final.

(7) If the action of the Selectmen is in favor of the employee, he shall be restored to his position with full pay for the period he has been under suspension.

Section 43: Grievances

This section does not apply to instances of discrimination or harassment, as those instances are covered in Sections 35 and 36.

The rights in this section are conferred on full-time employees only. Any such employee with a grievance should first discuss the grievance with his immediate supervisor, or department head. Notes should be taken by the department head to establish a record of the conversation. If the discussion does not satisfactorily resolve the grievance of the employee, the employee may follow the Formal Procedure for Grievances, as set out below:

Formal Procedure for Grievances:

(1) The grievance must be presented by the employee to the department head in writing. The department head will forward the grievance to the Town Manager.

(2) The Town Manager may respond to the grievance as she or he sees fit.


(3) The employee may request to meet with the Board of Selectmen in executive session to discuss a grievance once it has been reviewed by both the appropriate department head and the Town Manager. The Board will respond to the employee's request as soon as practical after consulting with the Town Manager. If deemed necessary and appropriate, the Board may schedule a meeting with the employee, which meeting may take place in executive session if deemed necessary and appropriate. The Selectmen may support or modify the action of the Town Manager.

Section 44: 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 affect 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 24th day of May, 2021.

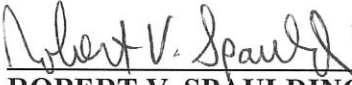
Signature of the Board of Selectmen




JAMES P. LEAMY



RICHARD A. COMBS



ROBERT V. SPAULDING

JOSEPH D. MARK


MICHAEL HOLDEN

Addendum A: Personnel Acknowledgement

I, _____, acknowledge that:

1. I received a copy of the Town's personnel policy on _____.
2. I have been given an opportunity to ask questions about said policy and I have been provided with satisfactory information in response to my questions.
3. 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.
4. I acknowledge that the Town reserves the right to add, amend or discontinue any of the provisions of this policy for any reason or none at all, in whole or in part, at any time, with or without notice.
5. I acknowledge that I understand the Town's personnel policy and I agree that I will comply with all its provisions.

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 Castleton and *[insert name and title of independently elected officer]*, collectively referred to as "parties."

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

[list benefits]

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

[Insert name] agrees as follows:

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

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

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

Entered into this _____ day of _____, 2021

BY: Independently-Elected Official:

Select Board:

ADDENDUM C: Summary of Group Health Plans (as of 1/1/21)

HEALTH INSURANCE

The Town offers employees the following Blue Cross/Blue Shield health plan:

- Platinum Plan – The Town will pay 80.0% of the cost. The employee's share of health insurance premium is 20.0% at pre-tax.

DELTA DENTAL

The Town shall pay 100% of the premium cost to provide dental insurance coverage pursuant to Northeast Delta Dental Plan 2. All full-time employees electing single, 2-person, or family coverage are covered by this agreement, including eligible dependents. Premium cost is pro-rated for eligible part-time employees.

VISION CARE

The Town shall pay 100% of the premium cost to provide vision insurance coverage to all full-time employees, including eligible dependents electing single, 2-person, or family coverage, pursuant to Vision Service Plan (VSP) plan A with a \$10 total co-payment. Premium cost is prorated for eligible part-time employees.

Such coverage shall include examinations every twelve (12) months and lenses and frames every twenty-four (24) months.

LIFE INSURANCE / DISABILITY INSURANCE

The Town carries a life insurance policy on each full-time employee. There is no cost to the employee and the policy terminates at the time the employee leaves the employment of the Town.

All full-time employees also have disability insurance

RETIREMENT

All employees hired prior to 7/1/2019, upon their retirement, are eligible for retiree healthcare benefits as described in Section 26. This remains in effect until the employee is eligible for MEDICARE benefits. Employees hired after 7/1/2019 are not eligible for retiree healthcare benefits.

PRESCRIPTIONS

The Town shall reimburse Employees through a Health Reimbursement Account (HRA) for the cost of each prescription purchase up to \$625 for a single plan and up to \$1250 for all multi-person plans.