

# PERSONNEL POLICY TOWN OF STRAFFORD, VT

Amended 8/13/2014  
Amended 11/12/14  
Amended 2/10/2016  
Amended 12/28/2016  
Amended 9/27/2018

## **I. Title and Authority**

This policy shall be known as the Town of Strafford Personnel Policy. It has been adopted by the Town of Strafford Selectboard pursuant to 24 V.S.A. §§ 1121 and 1122. This Policy shall supersede all previous personnel rules, policies, and protocols adopted by the Strafford Selectboard.

This personnel policy does not constitute a contract of employment. Employment with the Town of Strafford is "at will" and at the sole discretion of the Town of Strafford Selectboard. Since the Town of Strafford offers no employment contracts, it does not guarantee any minimum or continued length of employment. No employee, officer, agent or other representative of the Town of Strafford has any authority to enter into any agreement or representation, verbal or written, which alters, amends or contradicts this at-will employment policy.

This personnel policy has been developed to provide guidance in making the operational decisions for Town of Strafford personnel and the Town officials more efficient, consistent, and economical. It will be administered by the Selectboard or its authorized representative.

## **II. Persons Covered**

This policy applies to all full-time and part-time employees of the Town of Strafford. This policy may apply to elected officers and their statutory assistants as per a separate, written agreement. Otherwise, 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, and unless agreed otherwise in writing, a full-time employee is an employee who works at least 30 hours per week on a regular and continuing basis. A part-time employee is an employee who works less than 30 hours per week on a regular and continuing basis.

All benefits for full-time employees working less than 40 hours per week will be pro-rated based on regular work hours.

### **III. Equal Opportunity Employer**

The policy of the Town of Strafford 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, marital status, pregnancy, genetic information, or any other category of person protected under local, state or federal law.

### **IV. 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. Notwithstanding the provisions of this policy, during the probationary period, an employee may be terminated at any time at the sole discretion of the Town Selectboard without right of appeal.

### **V. 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 and other employees. 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.

### **VI. Hours of Service**

Regular work hours for persons employed at the town offices shall be 7:30 a.m. to 4:30 p.m., Monday through Thursday, with a half hour paid time allowed for lunch.

Regular work hours for the road crew shall be 6 a.m. to 4 p.m., Monday through Thursday, during the summer hours with a half hour paid time allowed for lunch, unless the road foreman and the Selectboard agree otherwise.

Regular work hours for the road crew shall be 6 a.m. to 2 p.m., Monday through Friday, during the winter hours with a half hour paid time allowed for lunch, unless the road foreman and the Selectboard agree otherwise.

Regular work hours may be changed and employees may be expected to work additional hours that may exceed 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, during the winter months (November 1 – April 30). 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, but no later than start of work that day.

A salaried employee must meet the scheduled requirements of his/her position. Once this commitment is met, the supervisor may allow for some flexibility regarding working hours.

Trips to Pick Up Parts or Pick Up an Employee:

Trips taken during working hours to pick up parts or pick up an employee must be authorized in advance by the Road Foreman. Such trips are to be avoided when possible as they take up fuel and personnel hours.

The preferred parts delivery option, as long as it is not an emergency situation, is to have parts delivered by suppliers who require no delivery charge. If there is a charge to deliver and it is less than the cost to send a

vehicle and an employee to pick it up, then the supplier should be asked to deliver. When necessary, a Town truck can be dispatched to pick up the part.

## **VII. Compensation**

A. Regular Compensation: Salaries and hourly pay rates are determined by the Selectboard.

### B. Other Compensation

1. Compensation for Work Clothes: Uniforms are not provided by the Town. However, road crew employees may be reimbursed in an amount not to exceed seven hundred dollars (\$700) per employee per year for the purchase of work clothes. An employee must submit receipts to his/her supervisor to qualify for such reimbursement. The list of work clothes that may qualify for reimbursement are limited to the following:

- a. Boots: Work Boots, Steel Toe, Mud Boots
- b. Work Pants: such as Levis, Carhartts, Wolverine
- c. Work Shirts/Sweat Shirts
- d. Winter outerwear: Coat, Safety Coats, Coveralls

2. Compensation for Jury Duty or Participation in Court Proceeding: Regular employees who are scheduled to work at least twenty-one (21) hours or more a week and who are called for jury duty or as a witness in a court case shall be paid by the Town of Strafford the difference between their regular pay and their juror's or witness' 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.

3. Volunteer Emergency Personnel: In order to ensure public safety, an employee of the Town who is also a volunteer fire fighter or fast-squad member and who is called out during regular working hours, will be paid at his or her hourly rate.

4. Reimbursement for Mileage for Use of Personal Vehicle: Town employees who drive their personal vehicle for Town business may be reimbursed mileage. Mileage will be reimbursed at the Federal rate of mileage reimbursement. An employee must complete and submit a Mileage Form to his/her supervisor to qualify for such reimbursement.

## **VIII. Overtime and Compensatory Time Off**

All hours worked outside normal work hours by non-exempt highway department personnel will be compensated at a rate of time and one-half hours for each hour worked.

Non-exempt employees in executive, administrative, or professional capacities will be compensated at a rate of time and one-half hours worked in excess of 40 hours per week.

In lieu of overtime pay, nonexempt employees may accrue compensatory time off ("comp time") subject to the following conditions:

- Comp time is earned when an employee who receives a call to come to work, at a time other than his/her scheduled work hours, will receive one hour of compensatory (comp) time.
- An employee may accrue a maximum of forty hours (40) of comp time.
- There is no payment of comp time at year end.
- If an employee takes more than 5 hours of comp time on any given day, prior approval is necessary from the Road Forman.

- Upon termination from employment, an employee will be paid for unused comp time at a rate not less than the average regular rate of pay.

An employee who has accrued comp time and requested use of comp time will be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the Town's operations. Requests for use of comp time must be submitted to the employee's supervisor, who will have sole discretion to grant or deny the request. Requests for use of comp time will not unreasonably be withheld.

## **IX. 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.

## **X. 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. 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 in writing and obtain prior clearance from the Town 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.

## **XI. 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 supervision of another close relative. 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.

## **XII. Eligibility for Benefits for Full-Time Town Employees**

The Town offers certain group benefits to its eligible full-time employees. The Town does not offer these benefits to part-time employees, nor does it offer these benefits to temporary, seasonal, or emergency employees, regardless of how many hours are worked by those employees. A temporary, seasonal, or emergency employee will be told at the time of hiring whether he or she is a temporary, seasonal, or emergency employee, the reason for which he/she has been hired, the rate to be paid, and the anticipated duration of the employment.

**A. Insurance:**

The first of the month following first day of employment, full-time employees are offered a defined health plan contribution health plan amount based on the health plan chosen (single; employee & child or children; employee & spouse; employee & spouse & child or children).

The defined health plan contribution will be pro-rated for full-time employees working less than 40 hours per week, for example a 30 hour a week employee will receive 75% of the defined health plan contribution.

This benefit is offset by the health, dental and vision insurances chosen by the employee. An employee who elects no coverage must show proof of insurance and will receive 50% of the single defined health plan contribution. The defined health plan contribution and pretax health deductions will be posted in the first 4 paychecks in a month and not in the fifth paycheck for that month.

The town reserves the right 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 insurance program. Employees will be provided with advance notice of any change in the contribution rate.

**B. Retirement:**

Full-time employees are required to enroll in the Vermont Municipal Employees Retirement System (VMERS). The Town of Strafford will provide up to 4%; Employee contribution is 2.5%.

**C. Vacation:**

Annual vacation leave, based on continuous service, shall be granted on the following basis for full-time employees and shall be increased at the beginning of the calendar year. Full-time employees working less than 40 hours per week will be pro-rated based on regular work hours.

After one (1) year	--	Five (5) days
After three (3) years	--	Ten (10) days
After seven (7) years	--	Fifteen (15) days
After ten (10) years	--	Twenty (20) days

Full-time employees will receive vacation leave pay at the employee's regular rate of pay.

A maximum of twenty (20) vacation days may be accumulated, and carried into the next year. Vacation leave upon termination up to the maximum number of vacation days allowed, will be prorated based on actual days worked in that year or at the Select boards discretion.

Vacation dates must be approved in advance by the immediate supervisor. In order to ensure that there is adequate personnel coverage for adequate maintenance of the Strafford roads and adequate coverage in the Town Office, a Vacation Request Form must be filled out and, except in an emergency, submitted to the immediate supervisor at least three weeks prior to the date of departure. A sample Vacation Request Form is attached to this policy as Addendum B.

**D. Holidays:**

The Town of Strafford recognizes the following paid holidays:

- Presidents' Day (Third Monday of February)
- Memorial Day (Last Monday in May)

- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Eve (December 24) - Half a day (1/2) off.
- Christmas Day (December 25)
- New Year's Eve (December 31) – Half a day (1/2) off.
- New Year's Day (January 1)

Holidays that fall on weekends may be treated as floating holidays and taken on a different day, subject to supervisor approval. Full-time employees will receive holiday leave pay at the employee's regular rate of pay.

Full-time employees working less than 40 hours per week will be pro-rated based on regular work hours.

**E. Personal/Sick Days:**

Eligible full-time employees shall be entitled to ten (10) paid personal/sick days per year, with a maximum accumulation of fifteen (15) days, which may be carried over into the next year. There will be no payment for accumulated and unused sick/personal days at year's end nor at the termination of employment.

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 appointments that cannot be held outside normal working hours such as medical or legal appointments.

Full-time employees working less than 40 hours per week will be pro-rated based on regular work hours.

**F. Bereavement:**

Each employee is entitled to a maximum of three (3) days' paid leave in the event of a death in the employee's immediate family or the death of a member of the employee's household. If an employee does not use all of the employee's bereavement leave in a year, the employee may not carry the unused leave forward to the next year. Upon separation from employment, an employee will not be compensated for unused bereavement leave.

**XIII. Short-Term Family Leave**

In accordance with 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, step-child, 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 make a reasonable attempt to schedule appointments for which leave may be taken 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.

#### **XIV. 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.

#### **XV. Performance Evaluations**

Annual Personnel Reviews: Each employee of the Town will meet with the Selectboard on or about October of each year for a personnel review.

Employees of the Town of Strafford are encouraged to increase skills related to their jobs. At the discretion of the Selectboard, the Town will pay for courses and mileage to courses and workshops for employees. The Strafford Selectboard on an individual basis may also consider pay increases for courses successfully completed.

#### **XVI. Workplace Environment**

##### A. Prohibition of Workplace Violence:

No employee of the Town of Strafford is to engage in intimidation, threatening behavior or acts of violence in the workplace. Such behavior shall be brought to the attention of the Road Foreman and the Chair of the Select Board and may lead to immediate dismissal, and result in arrest and/or prosecution. These prohibited acts are defined as follows:

- Intimidation: an intentional act toward another person, causing the other person to reasonably fear for his/her safety or the safety of others.
- Threat of Violence: an intentional act that threatens bodily harm to another person or damage to the property of another.
- Act of Violence: an intentional act that causes bodily harm, however slight, to another person or damage to the property of another.

##### B. Prohibition of Sexual Harassment:

Sexual harassment in the workplace is illegal under Vermont and Federal law and is strictly prohibited. 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.

Employees who violate this policy may be subject to disciplinary action, up to and including discharge.

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.

An employee subject to such harassment should notify his or her supervisor 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) 828-3657 (voice), (802) 828-3665 (TTY)

Equal Employment Opportunity Commission  
 John F. Kennedy Federal Building  
 475 Government Center  
 Boston, MA 02203



Tel: (800) 669-4000 (voice), (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.

### **C. Prohibition of Employment Discrimination**

Vermont and federal law prohibit employment discrimination or retaliation based on race, color, religion, sex, or national origin, sex or 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/or the Chair of the Selectboard 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 and/or the Chair of the Selectboard are unable to resolve the matter during this meeting, the aggrieved party may submit to the Supervisor and/or the Chair of the Selectboard a written, signed complaint within seven additional calendar days. The Supervisor and/or the Chair of the Selectboard will then have an additional fifteen calendar in which to conduct an investigation and to issue a report with recommendations to the Selectboard. The Selectboard will, within ten calendar days, notify the aggrieved part of its decision.

## **XVII. 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.

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.

## **XVIII. 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 in all publicly owned buildings, offices and enclosed areas, and in all Town vehicles.

## **XIX. Use of Municipal Computers and Computer System**

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

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

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

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

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

- Communications that in any way may be construed by others as disruptive, offensive, abusive, discriminatory, harassing, or threatening;
- Communications of sexually explicit images or messages;
- Transmission of chain letters or solicitations for personal gain, commercial or investment ventures, religious or political causes, outside organizations, or other non job-related solicitations during or after work hours;
- Access to Internet resources, including web sites and news groups, that are inappropriate in a business setting;
- Any other use that may compromise the integrity of the Town and its business in any way.

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, file servers, workstation terminals, laptops, software, internal or external communication networks, the world wide web (www), the Internet, commercial online services, bulletin board systems, backup systems and the internal and external e-mail systems accessed via the Town's computer equipment.

## **XX. Employee Discipline**

The Town of Strafford has adopted this progressive discipline process to identify and address employee and employment related problems. 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, and changes in departmental functions, reorganization or reclassification of positions resulting in the elimination of a position or for other related reasons.

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 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.

- Refusing to do assigned work or failing to carry out the reasonable assignments of a supervisor or the Selectboard.
- 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, rude, 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.

## **XXI. Employee Termination Process**

The Town of Strafford 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.

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

Within seven 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. The notice of will also inform the employee of his or her right to have the hearing conducted in executive session in accordance with 1 V.S.A. § 313.

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. § 313(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.

**XXII. 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 26 day of September 2018.**

**SIGNATURES of SELECTBOARD:**

\_\_\_\_\_  
Toni Pippy

\_\_\_\_\_  
John Freitag

\_\_\_\_\_  
Brian Johnson

\_\_\_\_\_  
Kate Siepmann

\_\_\_\_\_  
Lauri Berkenkamp

# 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 have been given an opportunity to ask questions about said policy and I have been provided with satisfactory information in response to my questions;
- C. I understand that the language used in this personnel policy is not intended to create, nor should it be construed to create, a contract of employment between myself and the Town;
- D. I acknowledge that the Town reserves the right to add, amend or discontinue any of the provisions of this policy for any reason or none at all, in whole or in part, at any time, with or without notice;
- F. I acknowledge that I understand the Town's personnel policy and I agree that I will comply with all of its provisions.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**Addendum B**

**Town of Strafford  
VACATION REQUEST FORM**

I, \_\_\_\_\_ request vacation time for  
the following dates: \_\_\_\_\_ To: \_\_\_\_\_.  
I will return to work on \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date Approved