

**TOWN OF BRISTOL, VERMONT
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PERSONNEL POLICY TOWN OF BRISTOL, VERMONT

Section 1: TITLE AND AUTHORITY

This policy shall be known as the Town of Bristol Personnel Policy. It has been adopted by the Town of Bristol Selectboard pursuant to 24 V.S.A. § 1121 and 1122.

This Personnel Policy does not constitute a contract of employment. Employment with the Town of Bristol is at-will, unless otherwise noted by statute and not for any definite period or succession of periods of time unless an employee has an employment contract with the Town. The Town or the employee may terminate employment at any time, with or without notice. The Selectboard reserves the right to amend any of the provisions of this Personnel Policy for any reason and at any time, with notice.

This Personnel Policy will be administered by the Selectboard or its authorized representative.

Section 2: PERSONS COVERED

This Personnel Policy applies to full-time employees, part-time employees, ~~full-time school year~~, and paid on-call personnel of the Town of Bristol herein referred to as “employees”. Except by separate written agreement, elected officers and their statutory assistants, members of Town boards and commissions, and persons who provide the Town with services on a contract basis are not covered by this policy.

For purposes of this policy, a full-time employee is an employee who works at least 32 hours per week on a regular and continuing basis. A part-time employee is an employee who works fewer than 32 hours per week on a regular and continuing basis. ~~Paid on-call personnel as defined in Section 3. Paid on-call personnel perform work on a non-continuous or irregular nature where the work schedule cannot be predicted in advance as defined in Section 3.~~

~~For purposes of this policy, a full-time school year employee is an employee who works at least 32 hours per week for 37 weeks per year and whose schedule will be determined by the department head.~~

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

~~Section 3: PAID ON CALL FIREFIGHTERS~~

~~A paid on call firefighter is a volunteer homeowner or other resident of the Town of Bristol who has an interest in helping his or her neighbors during an emergency. As a paid-on-call department, the Bristol Fire Department depends upon the timely and determined response of these citizen members who selflessly serve their community.~~

~~Paid on-call firefighters will be paid a stipend at a minimum of the State of Vermont current minimum wage for all calls attended, per CFR Ch. V Section 553.106 (a) (b) (c). The salaries for the appointed Fire Chief and First Assistant Fire Chief will be set by the Selectboard during the budgeting process.~~

Commented [GU1]: From Brett at BFD.

Commented [T2]: This would be the opportune time to revisit the pay firefighters receive and how we plan to handle that.

~~Paid on-call firefighters (POCFF) are required to go through the same current Town hiring practices and are subject to criminal records checks. POCFF will be provided a job description, which will include training standards and requirements to be a POCFF for the Town of Bristol.~~

~~(POCFF) are not entitled to the same benefits and privileges of employment afforded to Town employees (e.g., health insurance, short and long term disability insurance, retirement, and paid time off). As a POCFF, you will be given a copy of the Town of Bristol's Personnel Policy and will be expected to conduct yourselves in accordance with such policies and workplace rules. Sections 22-27 of this policy are not applicable to POCFF.~~

Section 4: EQUAL EMPLOYMENT OPPORTUNITY

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

Section 5: HIRING

The Selectboard shall be responsible for all recruitment and hiring, with the exception of elected officials. The Selectboard shall be solely responsible for decisions regarding recruitment, internal promotion, advertising, application forms, interview process, and selection. The Board may delegate portions of these responsibilities but shall in all cases reserve the responsibility for final decisions on hiring. Candidates selected will be initially interviewed by a group consisting of, but not limited to, the Town Administrator, the Department head, and the Selectboard liaison for the department. Any applicant selected and vetted by that group of people will be brought to the Selectboard in Executive Session for a final determination to be made. Upon acceptance of the position the new hire will attend the next regularly scheduled Selectboard meeting to be publicly introduced.

The process of hiring any department head will be determined by the Selectboard on a case by case basis, to the Town Administrator or Department Head but shall in all cases reserve the responsibility for final decisions on hiring.

Any Police Officer applicant (other than the Chief) will be interviewed by a committee consisting of the Police Chief, Town Administrator the Selectboard liaison, a Police District resident, a community member and an officer of the Bristol Police Department (optional and/or as determined by the Chief).

Any Firefighter applicant is subject the hiring process as described and outlined in the Town of Bristol Policy Manual.

As a condition of employment, all paid-call firefighters must be domiciled within the Town of Bristol or within 8-minutes travel time of the 79 West Street Fire Station. Travel time is determined by driving under normal atmospheric conditions and while abiding by all applicable traffic laws and speed limits.

All paid-call firefighters must pass a medical evaluation as a condition of their probationary period and if required, anytime throughout employment with the Town of Bristol as outlined in the fire department respiratory protection program (OSHA 1910.134).

Commented [T3]: Do we want to establish what "interview" type portions will be like, for instance, interview committees for all departments not listed will include, but is not limited to the TA, the Department Head, and the Selectboard Liaison for the department? We could add a secondary notation in there, that if the candidate will be the department head, the interview committee will be determined by the Board. Creating consistency?

Commented [GU4]: Do we really want a current officer on an interview - I would think the Chief of Police is sufficient, the issue being this is going to be a co-worker to the new hire or interviewee and I do not think this is a good idea and would delete that (MIC)

Commented [GU5]: From Brett at BFD.

Commented [GU6]: From Brett at BFD.

~~Any Town of Bristol applicants required to carry a CDL, must pass a pre-employment drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration. Any Town of Bristol employee required to carry a CDL, as outlined in their job description, must maintain a current CDL to remain employed. If necessary, the Town may allow up to ninety (90) days for an employee to regain current status with the DMV.~~

Any Town of Bristol applicant working with children will be required to be fingerprinted and undergo a background check via the Vermont Crime Information Center and Bristol Police Department.

Any Town of Bristol applicants required to carry a CDL, must pass a pre-employment drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration. Any Town of Bristol employee required to carry a CDL, as outlined in their job description, must maintain a current CDL to remain employed. If necessary, the Town may allow up to ninety (90) days for an employee to regain current status with the DMV.

Section 6: PROBATIONARY PERIOD

All new employees except for elected officials and statutory employees will be required to complete a minimum 6 to 12-month probationary period. The purpose of this probationary period is to determine whether the employee is suited for the position. During the probationary period, an employee may be terminated at any time at the sole discretion of the Selectboard. Notwithstanding any other provision of this policy, an employee terminated during the probationary period will have no right to appeal such termination. Probationary employees are eligible to use earned leave time with the approval of the department head.

All Public Works employees are subject to a probationary period that includes one plow season.

All Firefighters are subject to a probationary period that shall be for no less than 12 months and shall not exceed 24 months to complete required certification.

All Police Officers are subject to a probationary period as defined and described in the New England Police Benevolent Association Local 421 contract.

Section 7: CONDUCT OF EMPLOYEES

All employees are considered representatives of the Town and as such are expected to conduct themselves professionally by acting 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/position to the best of their ability and in compliance with the provisions of this Personnel Policy and State Statute.

~~The Chain of Command should be strictly adhered to.~~ All communication must go through immediate supervisors before being submitted to a higher authority. In the event communication with your immediate supervisor is not possible or an issue is unresolved by the supervisor, and then communication may be made with the next higher authority. ~~is made~~ Depending upon the nature of the complaint and when deemed by appropriate by the higher authority, notification will be given to your immediate supervisor of the action. ~~notification shall be given to your immediate supervisor notifying him/her of that action.~~

Commented [GU8R7]: Jen - I think this depends on the department as we are required to approve the hiring and appointment so there may be something that comes to light during our questioning (unlikely but never know). MIC

Commented [T7]: Should the intention be to clarify this is not a second interview by the Selectboard, but more of an introduction of the candidate selected for the position.

Commented [T9]: This was initially created as 12-months so it could include a plow season for Public Works employees. 12 months is too long for other departments.

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

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

Employees may not directly or indirectly ask, demand, exact, solicit, accept or receive any gift, gratuity, act or promise beneficial to that individual, or another, which could influence any action or inaction associated with their official duties on behalf of the Town, or create the appearance of impropriety in connection with any actions or inactions associated with their official duties on behalf of the town. (Also see the Town of Bristol’s Conflict of Interest Policy) Exemptions to this rule are gifts of food that arrive during the holidays or other times when gift giving is traditional and items offered equally to all members of the public at an event, trade show, etc.

Section 9: HOURS OF SERVICE

Regular office hours for persons employed at the Town Offices shall be 8 a.m. to 4:30 p.m., Monday through Friday, with 30 minutes unpaid time allowed for lunch. Regular hours for other offices/departments shall be set by the department head, after consultation ~~and agreement by with~~ the Town Administrator and the Selectboard ~~is in agreement~~. The standard is for all departments to be open for service at similar times.

Regular work hours for the ~~Highway Department~~ Department of Public Works shall be 7 a.m. to 3:30 p.m., with 30 minutes unpaid time allowed for lunch, Monday through Friday, unless the ~~Road Foreman~~ sets other hours and the Selectboard is in agreement. Summer work hours for the ~~Highway Department~~ Department of Public Works shall be set by the Department Head ~~and with~~ the Selectboard’s ~~approval is in agreement~~. The summer hours for the Department of Public Works shall start no sooner than April 1st and end no later than November 1st each year.

Regular work hours may be set or changed by department head, and employees may be expected to work additional hours that may exceed forty hours in a given week, as circumstances require.

Regular full-time and part-time employees of the Police Department and Highway Department shall have a minimum three-hour call-out time unless it runs into their normally scheduled shift. ~~Highway Department~~ Department of Public Works call-outs are to be approved by the department head or their designee. Police Department call-outs are at the on-call officer’s discretion; an officer will use good judgement to determine if an immediate response is warranted regular full- and part-time wage employees of the Police Department shall receive on-call pay which is ten percent of their hourly rate for every hour on call worked to be considered on-call pay.

Commented [GU10]: Is November 1 to far out, can we say October 15 (Given that we sometimes have snow prior to 11/1)?
MIC

Commented [GU11]: Do we remove the Police Department since doesn't their contract control this or is this not in their contract?
MIC
March 7, 2021, 9:50 AM

All employees are expected to be in attendance during their regular work hours or when scheduled. [Refer to Sections 23-31 of the policy about using Leave Time.](#) Employees who will be absent from work are expected to notify their Department Head or designee in advance whenever possible. Employees who are calling in sick are expected to notify their Department Head or Supervisor as soon as possible.

Town Offices will be closed during holidays outlined in Section 22 of this policy.

Section 10: RESIGNATION

An employee intending to resign from employment with the Town of Bristol shall be deemed to have resigned in good standing if at least two (2) weeks' notice to the Town Administrator or appropriate department head or supervisor is given of their intention to resign and if other circumstances of their resignation are such as to justify good standing. An employee who is terminated or fails to provide two weeks' notice shall forfeit accrued benefits, except compensatory time off.

Paid-call firefighters wishing to leave the Town's service in good standing shall notify the Fire Chief stating the effective date of the resignation. No minimum notice of resignation is required. Any compensation owed by the Town of Bristol will be held until all Town property is returned.

Commented [GU12]: From Brett at BFD

Section 11: OUTSIDE EMPLOYMENT

The primary occupation of all full-time employees shall be with the Town. Employees may not engage in any outside business activities during the employees scheduled shift, or for Police Officers who are on call, which is set by their department head. Employees are prohibited from undertaking outside employment that interferes with their job performance.

Prior to accepting any outside employment, employees will disclose their intent to do so in writing and obtain prior clearance from their Department Head, who in turn shall notify the Town Administrator.

Employees in a supervisory role may be permitted to work at other employment, but if needed for supervisory advice, they must be available by phone.

If interference exists, the employee will be required to correct the cause of the interference and may be required to cease the outside employment or terminate their employment with the Town.

Section 12: POLITICAL ACTIVITY

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 their duties and take place or are expressed during non-working hours. This Personnel Policy is not to be construed as prohibiting, restraining or in any manner limiting an individual's right to vote with complete freedom in any election.

Section 13: ALCOHOL AND DRUG USE

The following conduct is prohibited by all employees, paid-on-call firefighters, elected officers, and their statutory assistants 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, unless in direct performance of their official duties.

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

The Town of Bristol will conduct random drug testing on all employees required to hold a CDL. 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 14: 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-, rented, or leased buildings, offices and enclosed areas, outdoors on Town properties, and in all Town vehicles.

Commented [GU13]: From Brett at BFD

Section 15: PERFORMANCE EVALUATIONS REVIEW

Employees other than elected officials and their statutory assistants may be subject to performance management evaluations at such times and in such manner as his/her Department Head and Town Administrator deems reasonable. The results of such evaluations will be discussed with the employee and the Town Administrator and will become a part of the employee's personnel file. If an employee disagrees with their evaluation, they may submit a letter stating why to the Town Administrator for their review. The letter will be reviewed by the Town Administrator and attached to original evaluation as part of the employee's personnel file. The Town Administrator will determine if further action is needed.

Paid-call firefighters perform work on a non-continuous or irregular nature where the work schedule cannot be predicted in advance therefore do not have a regular work schedule. The Town places high value on prompt and regular turnout/performance of paid-call firefighters to all calls for service in which the department has been requested to respond. Unnecessary pessimism and general lack of enthusiasm have a disruptive impact on fire department operations and other department personnel and will not be tolerated. Because of this unique paid-call work, a minimum requirement of fifteen percent (15%) attendance at all dispatched calls for service is required of all paid-call firefighters. This 15% performance requirement is evaluated every six months (Jan.-June and July-Dec.). Failure to comply with the 15% performance requirement will result in probation followed by termination as outlined in the Town of Bristol Fire Department Policy Manual approved by the Selectboard.

Paid-call firefighters are required to maintain specific training and performance requirements as outlined by the Vermont Fire Service Training Council and the fire department training program. These training requirements are evaluated annually. Failure to comply with training and performance requirements will result in probation followed by termination as outlined in the Town of Bristol Fire Department Policy Manual approved by the Selectboard.

All other performance requirements to maintain active status as a Town of Bristol Paid-Call Firefighter are outlined in the Town of Bristol Fire Department Policy Manual approved by the Selectboard.

Commented [GU14]: From Brett at BFD

Section 16: 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 of Town employees are considered confidential and will be kept at the Town Offices in a secure location.

Section 17: RELEASE OF EMPLOYEE INFORMATION

-Requests for information concerning a current or former employee's job history, job performance, circumstances of job termination and for access to personnel records (other than by the Selectboard, Department Heads, or legally designated agents who need such access for bona fide Town purposes) shall be denied, except as follows:

Department Heads may access personnel files at the Town Offices as needed.

The Town of Bristol, upon receipt of a bona fide inquiry regarding the job history of a current or former employee other than by Town officers, employees and agents who require such access for customary personnel management purposes, will only provide the following information:

Confirmation of Employment

Date of Employment

Position(s) Held

Commercial Driver's License Records (if applicable)

A personal reference discussing non-employment related topics may be given after consultation with the Town Administrator

Upon receipt of a written waiver and consent to a full release of information executed by the current or former employee or by a legally designated agent (Executor, Guardian, etc.) requests for further information may be answered by the Town Administrator, current or former Department Head, supervisor, or designated official.

Section 18: USE OF TOWN EQUIPMENT

The use of Town equipment or property for personal use is strictly prohibited unless authorized by the Department Head, or Town Administrator or Selectboard and as outlined in this Section. 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 workplace rules with cause.

Commented [GU15]: This probably needs to be discussed especially after discussions about the use of the Town Garage for personal use. MIC

Section 19: USE OF TOWN COMPUTER SYSTEM

Town owned computers are to be used by employees for the primary 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 duties and responsibilities.

Employees should have no expectation of privacy regarding anything created, sent or received on Town computers. 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 Town computers are open to review and regulation by the Town and may be subject to the provisions of Vermont's Public Records Law.

Commented [GU16]: I think we need to discuss have town emails for all Selectboard members - if a public records request comes for emails, etc. and we are using our personal email addresses, that may subject our entire personal computer and emails to that request. I think this needs to be implemented asap. MIC

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

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

Transmission of electronic messages on the Town computers shall be treated with the same degree of propriety, professionalism, and confidentiality as written correspondence. The following are examples of uses of the Town computers which are prohibited, unless directly related to their job function or department:

- 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 rules and disposition schedules for municipal records.

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

Employees that conduct Town business via personal cell phones and e-mail accounts need to remember Vermont's Public Records Law still applies to these communications. Also, Section 7, Conduct of Employees, also applies to these communications.

Section 20: ELIGIBILITY FOR BENEFITS

All Town of Bristol employees are eligible for training authorized by the Selectboard, the Town Administrator, or Department Head, who must travel, using their own personal vehicle, shall be reimbursed at a standard mileage rate to be periodically set by the Selectboard.

Commented [GU17]: Given this section, does this mean the BFD members get the benefit of this? - this does not say anything about being paid for their time (I am assuming that assumption is there or they are doing these trainings during their normal course of business. We might want to consider paying a stipend for the PFD members for in-house training. MIC

The Town of Bristol shall pay for full-time employees employed by the Highway Department for two-year renewals of their Commercial Drivers Licenses (CDL) and the cost of their physical required to keep the CDL. Further testing required due to the results of the CDL physical, shall be covered by the employee and/or their health insurance.

The Town of Bristol shall pay for paid-call firefighters employed by the Fire Department for the cost of their initial and as needed medical evaluations as outlined in the Fire Department Respiratory Protection Program. Any further testing required because of the medical evaluation, shall be at the expense of the paid-call firefighter.

Commented [GU18]: From Brett at BFD

Police Officers will be required to attend yearly in-service training as prescribed by Vermont State Statute. The cost of such training will be paid by the Police Department. Training must be approved by the Chief or his/her designee.

Full-time employees, with Department Head approval, may be entitled to gym memberships or equipment, which may be paid or reimbursed at a rate to be determined from time to time by the Selectboard for the promotion of employee wellness. Department Head, Town Administrator or Selectboard may require proof from participating employees that the membership is being utilized on a regular basis and to an extent that justifies its cost and/or its renewal.

Commented [GU19]: I have no issue with paying for someone's gym membership but if they are not using it then we have a right to terminate that membership but we need to determine what the threshold is and it must be consistent for everyone. MIC

Commented [GU20]: I think I need some explanation how this work - when does ST disability start, when does LT disability start?

The Town of Bristol makes health insurance coverage available to all employees that work over 30 hours per week as of the first of the month after their date of hire. The Selectboard shall determine annually the amount of the Town's contribution to health insurance costs. Employees shall be responsible for paying the balance of health insurance costs through pre-tax employee payroll withholdings.

Retiring employees may continue to obtain their health insurance through the Town under a "retiree section" of the Town's group health insurance, until they reach the age of Medicare eligibility. To participate, the retiring employee must have completed ten years of service and reached a minimum age of 55. Retired employees will be expected to pay the full cost for this insurance.

The Town of Bristol offers full-time employees a package of other insurances including 1) short-term disability insurance, 2) long-term disability insurance, and 3) life insurance; in coverage amounts subject to terms as periodically approved by the Selectboard. The total cost of these programs is paid by the

Town of Bristol for each enrolled employee. These programs are subject to the regulations of the insurer. Employees shall become eligible for these programs upon date of hire and in accordance with requirements of the insurer. Employees that are hired to work less than 52 weeks per year may ~~be required to pay the entire cost of their health insurance premiums the weeks they are not working~~ not be eligible for health insurance coverage during the weeks they are not employed by the Town. It is the discretion of the Selectboard if they will allow the employee to remain on the health care plan paying the full premium amount.

The Town of Bristol reserves the right to change insurance carriers, or to add, delete or amend insurance benefit programs in its sole discretion. The Town of Bristol 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.

The Town of Bristol requires employees working 24 hours per week and not less than 1040 hours per year, to be enrolled in a pension program with the Vermont Municipal Employees Retirement System (VMERS), Plan C, subject to the regulations of this plan. Both the Town and employees contribute a percentage of employee pay as a contribution to this program. The percentages are determined by VMERS. Employee pre-tax contributions are withheld as part of the payroll process. This program requires mandatory participation for eligible employees.

The Town of Bristol offers participation in a deferred compensation plan. This plan is a voluntary retirement savings program, created under Federal and State law, enabling employees to contribute a portion of their compensation free from current Federal and State income taxes to an investment savings plan (up to allowable limits determined under Federal IRS rules.) The amount saved accumulates tax-deferred until the Plan amounts are distributed (generally after retirement). The Plan is regulated by the Internal Revenue Code Section 457 and State law.

~~Sections 22, 23, 24, 25, 26, and 27 are not applicable to paid on-call firefighters (POCFF).~~

Section 21: SHIFT DIFFERENTIAL PAY FOR POLICE DEPARTMENT

Commented [GU21]: Should be changed to refer to police contract. (IAN)

Night Shift: All officers working between the hours of 6 p.m. and 6 a.m. will receive a differential for scheduled hours worked only at a rate periodically set by the Selectboard.

Weekend Day Shift: All officers working between the hours of 6am and 6pm on Saturdays and Sundays will receive a differential for scheduled hours worked only as periodically set by the Selectboard.

Officers attending the Vermont Police Academy for basic full-time, part-time certifications, or any other training or working details will not receive shift differentials.

~~Sections 22, 23, 24, 25, 26, and 27 are not applicable to paid on-call firefighters (POCFF).~~

Section 22: HOLIDAY LEAVE

The Town of Bristol does not recognize Town Meeting Day as a paid holiday. An employee is entitled under 21 V.S.A. § 472b to take unpaid leave from employment for the purpose of attending his or her annual town meeting, provided the employee notifies their Department Head or designee, at least seven

days prior to the date of the town meeting and provided that such leave does not interrupt the essential operation of town government. The employee may also choose to use vacation leave or sick time for this purpose.

Full- time employees will receive the following paid holiday leave:

- New Year’s Day (January 1)
- Presidents Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Veterans’ Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Day after Thanksgiving Day (4th Friday in November)
- December 24th (close at noon) (4 hours)
- December 25

Commented [GU22]: Is there a reason we do not give Martin Luther King Birthday? MIC

Commented [T23]: Can we consider making this a full day holiday? It would provide clarity for all employees along with the references below.

No employee will be allowed to bank holidays to be used at a later date. Full-time police officers who are not scheduled to work on the day the holiday is observed will be paid for 8 hours of regular pay.

Commented [GU24]: Should be changed to refer to police contract. (IAN)

Employees will receive holiday leave pay for the number of hours in the employee's typical work-day on which the holiday falls or is observed, at the employee’s regular rate of pay. Employees required/scheduled to work on the holiday will receive time and one half pay for 8 hours, 8 hours of holiday pay (or 4 hours of holiday pay on December 24) plus a rate of time and one half for all hours worked, unless regular hours are scheduled for that day. For example: a police officer scheduled to work 8 hours on a holiday will be paid 8 hours of regular pay for the holiday, plus 8 hours of overtime pay at a rate of time and one half for that shift. Any overtime after working 8 hours on a holiday, will be paid at a rate of time and one half. A member of the Highway Department would normally be scheduled to have the holiday off and would receive 8 hours of pay at their regular rate, but if they got called in, they would be paid time and one half, for those hours they are called in to work, or the 3 hour minimum call out, whichever is greater. Any overtime after working 8 hours on a holiday, will be paid at a rate of time and a half.

-For employees not normally scheduled to work weekends, holidays falling on a Saturday will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

Holidays that fall during an employee’s vacation leave will not be charged as vacation leave. Holiday pay shall not be counted as hours worked when calculating overtime.

Commented [T25]: Let’s look at OT calculation to discuss this

Commented [GU26R25]: Yes, this is the item we need to get straightened out and consistent across the board. MIC

Section 23: VACATION LEAVE

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

1-12 months	40 hours/year
13-60 months	80 hours/year
61-120 months	120 hours/year
121-240 months	160 hours/year
241 months on	200 hours/year

Full-time employees working less than 40 hours a week shall accrue vacation time at the rate of their scheduled work week. (For example, an employee working 32 hours per week will accrue 32 hours per year in vacation time.)

Vacation leave accrual begins on the date of hire on a monthly basis. Vacation time will be front loaded on July 1, allowing it to be used before accrued. An employee may not take vacation during his/her probationary period without approval of their Department Head.

Full-time employees will receive vacation leave pay at the employee's regular rate of pay. Leave must be taken in a minimum of 15-minute increments.

Employees are strongly encouraged to take an annual vacation. Requests for vacation should be submitted to the Department Head as soon as possible in advance of the requested time off and approved by the Department Head or the Town Administrator if the vacation time is requested by a Department Head. Vacation leave requests will not be denied unless the request unduly disrupts Town operations.

If an employee does not use all of the employee's accrued vacation leave in a year, the employee may carry unused, accrued vacation leave forward to the next year up to a maximum of eighty (80) vacation hours. Any unused, accrued vacation leave that exceeds eighty (80) hours will be forfeited, unless otherwise approved by the Selectboard.

Town employees have the ability to "sell" Forty (40) hours of accrued, but unused, vacation time in any one fiscal year to the Town at 80% of the employee's rate of pay.

An employee who resigns from employment in good standing with the Town will be compensated for unused, accrued vacation leave, with the exception of any employee who terminates during their probationary period will not be entitled to compensation for any accrued vacation time.

Any employee who resigns from employment having taken more vacation leave than accrued will have their final pay reduced in the amount of excess leave taken.

Section 24: SICK/PERSONAL LEAVE

Eligible full-time employees will accrue fifty-six (56) hours paid sick leave hours per year and eight (8) hours per year of personal leave. Sick leave when taken will be taken in increments of no less than fifteen minutes.

An eligible employee must work at least an average of 18 hours per week and is scheduled to work more than 20 weeks during the year. Part-time eligible 18/20 are entitled to accrue one hour of sick leave for every 52 hours worked, subject to the following caps:

- ~~Between January 1, 2017 and December 31, 2018, Vermont employers may limit an employee's accrual and use of sick time to 24 hours in a 12-month period.~~
- After December 31, 2018, Vermont employers may limit an employee's accrual and use of sick time to 40 hours in a 12-month period.

These employees are permitted to carryover unused, accrued sick time from one calendar year to the next year, up to 40 hours.

Commented [GU27]: I know this is a pain, but why do we give employees vacation right off the bat. If they are on a probationary period, then vacation should not accrue until after their 6 months and then they can get their first week. Sucks when you have an employee hired, they take vacation and then decide to leave before they have really earned that vacation time. MIC

Commented [T28]: I think we should remove this sentence in its entirety OR pay employees for 100% of the excess time. Perhaps the Board could consider the request be made to be paid out on a case by case basis annually, giving the employee the chance to defend why they couldn't use the time.

Commented [GU29R28]: I Agree, this should be removed. Use it or lose it other than the 80 hours we allow them to carry over. MIC

Commented [GU30]: If we do not give them vacation time until after their probationary period is over, we can remove that part of this sentence. MIC

Commented [T31]: Per Jill Muhr, I have added this as an additional letter 'F.' to Addendum A when signing the receipt of the Personnel Policy.

Commented [GU32]: After the next year, anything over 40 hours they lose? I need to understand why we let them accrue 40 hours, is that so if they are sick, it gets them to the ST disability? What about Family Leave pay - if we instituted this as paid would it be better to get them to LT disability and get rid of ST disability and then any additional sick time they do not use it lost? MIC

An employee may also use sick leave to attend the following appointments that cannot be held outside normal working hours:

- A medical/dental appointment
- 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 Department Head.

Accrued paid sick leave can also be taken for the following reasons:

- 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, 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, 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, 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.
- The employee cares for a parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, because the school or business where that individual is normally located during the employee's workday is closed for public health or safety reasons.

Full-time employees may carry over, from fiscal year to fiscal year, up to 120 hours of sick/personal leave. As of the first of each July, sick leave accrued over 120 hours will be exchanged at the rate of 16 hours of sick leave for 8 hours of vacation leave.

Full-time employees will receive sick leave pay at the employee's regular rate of pay. Part-time employees will receive prorated sick leave pay based on the number of hours the employee is regularly scheduled to work in a week.

~~Any full-time employee hired prior to July 1, 2017. Upon separation from employment, any full-time employee in good standing will be compensated for a maximum of 120 unused, accrued sick leave, on a pro-rated basis and determined on employment upon the number of months worked since July 1st. Any employee hired after July 1, 2017, may accrue sick time as outlined above, but will not be paid at separation of employment.~~

Commented [T33]: This was initially created because before short term disability kicks in they have to see an absence of 15 days (120 hours). Short-term disability doesn't make you whole (it pays about 67%) of your weekly pay. Plus, now that employees pay a portion of Health Insurance they end up having to pay the town back when they return for ST/LT disability, what if they never return? Do we want to remove the changing of sick leave into vacation and allow employees to keep all sick leave on the books, with the knowledge they could use some of this time to make them whole while out on ST leave? In turn employees hired before 7/1/17 could only be paid out for a maximum of 120 hours, while newer employees will lose any time left on the books.

Commented [GU34R33]: Paid Family leave might take care of this and ST disability - not sure I would need to understand the Family Leave requirements MIC

Commented [T35]: See comment above.

Section 25: BEREAVEMENT LEAVE

Employees may be provided with up to twenty-four (24) hours paid bereavement leave days per year related to the death of a close family member or serious illness in the immediate family of an employee. Days in excess of these twenty-four (24) hours may be charged against the employee's accumulated leave time or taken as unpaid family leave as outlined above. In the event of a death or serious illness of other

members of the employee's family, leave will be granted subject to the approval of the employee's Department Head and may be charged to the employee's accumulated vacation, compensatory or sick/personal leave time.

If additional time off is needed, or if time off is needed for the funeral of a friend or a relative who is not a close family member, the employee's Department Head 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 depend upon the individual circumstances such as the distance to be traveled, closeness of the employee's relationship with the person who died or his/her 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 26: PARENTAL AND FAMILY LEAVE

To be eligible for FMLA leave, an employee must work for a covered employer and:

- have worked for at least 12 months; and
- have worked at least 1,250 hours during the 12 months prior to the start of FMLA leave; and
- Work at a location where at least 50 employees are employed at the location or within 75 miles of the location.

Eligible employees may receive leave as described in the Vermont Parental and Family Leave Act (VPFLA).

The Town of Bristol and their employees shall comply with the requirements of the Vermont Parental and Family Leave Act (21 VSA §470-474) and, if applicable, the Family and Medical Leave Act (FMLA.) An employee who has worked for the Town of Bristol for at least twelve months and for at least 1,250 hours during the previous twelve months is eligible to take Vermont Parental and Family Leave (VPFLA leave) or, if applicable, FMLA leave if the employee has a qualifying reason as specified by the Act(s.)

Eligible employees may use a maximum of twelve weeks during a "rolling 12-month period." The "rolling 12-month period" begins with the date of the first qualifying absence and rolls forward from that date. In other words, how much VPFLA or FMLA leave an employee is entitled to depends on how much time (s) he has taken during the twelve month period prior to the leave request. For example: If an employee takes four weeks VPFLA or FMLA leave beginning September 1 and then another five weeks beginning January 1 of the following calendar year (a total of nine weeks), the employee would have three weeks VPFLA or FMLA allotment available until the following September 1.

The Town of Bristol shall continue employment benefits for the duration of the leave, at the same level, and under the same conditions coverage would be provided if the employee continued in employment continuously for the duration of the leave. The employee is required to contribute to the cost of the benefits during the leave at the existing rate of employee contribution. If an employee does not return at the end of the leave, the employee will be required to reimburse the Town of Bristol for the benefits costs, except if the leave was for the serious illness of the employee. Paid leave shall only be earned during a VPFLA or FMLA leave for the period that the employee uses paid sick or vacation leave and if the employee returns to work at the end of the leave.

Commented [GU36]: I am not sure I understand this last sentence. They will only accrue time for sick or vacation they take during and FMLA but will not accrue while on a FMLA, is that correct? MIC

The Town of Bristol reserves the right to designate any qualifying leave of absence granted under this policy as leave under FMLA or the VPFLA. A request for leave must be made to the department head. Where an employee's leave request is covered by the VPFLA and the FMLA, the Town of Bristol will adhere to the law that provides the most benefits to the employee. If an employee is entitled to leave under both the VPFLA and FMLA, the leave periods will run concurrently.

For the purposes of determining the twelve-month period in which an employee may be entitled to VPFLA and/or FMLA leave, the Town will use a rolling twelve-month period measured backward from the date an employee uses such leave.

Section 27: SHORT-TERM FAMILY LEAVE

In accordance with the 21 V.S.A. § 472a, eligible employees may be entitled to take unpaid leave not to exceed four hours in any thirty-day period and not to exceed twenty-four hours in any twelve month period for the following purposes:

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

Before taking leave under this section an employee shall make a reasonable attempt to schedule appointments outside of regular work hours. An employee shall provide the Town with the earliest possible notice of the intent to take short term family leave, but in no case later than seven days before leave is to be taken, except in the case of an emergency where the required seven day notice could have a significant adverse impact on the family member of the employee.

Section 28: LEAVE OF ABSENCE WITHOUT PAY

Requests for leaves of absence without pay for any reason other than those covered by Federal or State law must be submitted in writing to the employee's Department Head and must set forth the purpose for which the leave is requested. All leave requests must be for a definite period of time and include a specified date of return. The Selectboard shall have the sole authority to grant an unpaid leave request.

Paid-call firefighters may make request for leaves of absence for any reason in writing to the Fire Chief and must set forth the purpose for which the leave is requested. All paid-call firefighter leave of absence requests must be for a definite period and **not less than 3-months and not more than 12-months**. At the conclusion of the approved leave of absence the paid-call firefighter shall return to active-status or resign. Should extenuating circumstances exist and upon written request, the original leave of absence may be extended 3 additional months with Selectboard approval. While on leave, secure access to the fire station shall be suspended and all Town of Bristol property will be returned for the duration of the leave of absence.

Commented [GU37]: From Brett at BFD

If a leave of absence without pay is granted, the employee may, at the Town's sole discretion, continue the employee's group health plan coverage by paying the required premium in accordance with the payment schedule established by the Town. Other employee benefits (e.g. sick leave, vacation, seniority, etc.) will not accrue during an unpaid leave period that exceeds ten (10) days.

Section 29: LEAVE FOR POLICE OFFICER INVOLVED SHOOTING

Administrative leave and counseling will be authorized by the Police Chief and Town Administrator for police officers involved in officer involved shootings or use of force situations where serious bodily injury or death results. The Police Chief and Town Administrator may recommend leave and counseling durations on a ease-by-ease basis. See Post-Shooting procedure in Bristol Police Department's procedure manual.

The Town of Bristol should complete a First Report of Injury form, whether the officer was physically injured or not. This leave will not be deducted from the officers' vacation, compensatory, or sick/personal leave time. This paid administrative leave is intended for the well-being of the officer and will not be considered as a disciplinary action. This section shall not waive the rights of the Town to take disciplinary action as the result of a deadly force incident, including placement on unpaid leave, in cases, it deems appropriate in accordance with the employee discipline section of this policy.

Section 30: MILITARY LEAVE

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

Section 31: JURY LEAVE

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

When Town employees are called to serve as a witness in a court proceeding due to their status as an employee of the Town, the Town will compensate the employee for the difference between their regular rate of pay and their compensation as a witness. The Town will pay the difference only when the employees' regular rate of pay exceeds their compensation as a witness.

Section 32: OVERTIME AND COMPENSATORY TIME OFF

In accordance with the federal Fair Labor Standards Act, the Town compensates nonexempt employees, employees entitled to overtime pay per the Fair Labor Standards Act, at the rate of one and one-half hours for each hour worked outside their regular work schedule (40 hours per week/8 hours per day) of 40 hours per week. This can be a combination of accrued leave time and worked hours. Hours worked outside

Commented [GU38]: Should be changed to refer to police contract. (IAN)

Commented [GU39]: Can we require that they attend counseling and get signed off by the counselor before they can return to work? Not that I want them out any longer, but would rather have them be cleared than come back when they are not ready to come back.

Commented [GU40]: Remove this. These details will be included in the BPD contract. (IAN)

Commented [GU41]: To me, if you are not working regular work hours, then you do not qualify for OT. Letting them use vacation or accrued leave to complete a 40 hour week, does not make sense. The whole point of OT is b/c they worked above their normal work hours. We can also decide to pay OT for employees who are asked to work on the weekends (even if they have not worked 40 hours that previous week) MIC

~~regular work hours, or Saturday and Sunday unscheduled work, should Hours worked above and beyond the 40 hours will~~ be calculated at an overtime rate.

In place of overtime pay, the Town in its sole discretion may provide nonexempt hourly employees with compensatory time off (“comp time”) subject to the following conditions:

- Comp time is earned at a rate of one and one half hours for each hour worked outside the regular work schedule (Sunday through Saturday).
- ~~An employee may accrue a maximum of 60 hours of comp time. At the end of each fiscal year any remaining unused comp time will be paid out at their regular rate of pay for that fiscal year.~~
- ~~An employee may, at the Town’s discretion, be paid in cash in lieu of comp time off.~~
- ~~An employee receiving payment for accrued comp time will be paid at the regular rate of pay earned by the employee at the time the employee receives such payment.~~
- 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 received by the employee.

An employee who has accrued comp time and requests use of comp time will be permitted to use such time off, if such use does not unduly disrupt the Town’s operations. Requests for use of comp time must be submitted to the employee’s Department Head, who will have sole discretion to grant or deny the request. Requests for use of comp time will not unreasonably be withheld.

Section 33: UNIFORMS

The employees of the Highway, Police, and Fire Departments will be provided uniforms as deemed reasonably necessary by their respective Department Head. Employees issued uniforms shall be responsible for lost uniform items. Part of the Highway and Fire Department’s uniform, provided by the Town, are pagers. Pagers are to be worn or nearby at all times, unless employee is on approved leave.

The employees of the Highway Department will be reimbursed for purchases of boots or other footwear approved by the Department Head each fiscal year up to an amount authorized by the Selectboard.

Section 34: ~~LIGHT DUTY &~~ MODIFIED DUTY ASSIGNMENT

This section is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty/Modified duty is evaluated by the Department Head and Town Administrator on a case-by-case basis. This section does not guarantee assignment to light duty/modified duty, and light duty/modified duty will only be approved after the employee has been approved to do so by their medical professional/professional.

~~Such assignments are for short term, temporary disability type purposes; assignment of light duty is at the discretion of the Department Head and Town Administrator. They reserve the right to determine when and if light duty work will be assigned. Although this policy is handled on a case by case basis, light duty will not generally be approved beyond six months.~~

~~When an employee is unable to perform the essential requirements of his/her job due to a temporary disability, he/she will notify the Department Head in writing as to the nature and extent of the disability and the reason why he/she is unable to perform the essential functions, duties, and requirements of the position. This notice must be accompanied by a physician’s report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability. The notice must include the~~

Commented [T42]: Employees who keep 60 hours on the books to then use in future years are being paid at a higher rate of pay than they earned the comp time. Whatever time is accrued and not used by the end of the

Commented [GU43R42]: I agree we need to discontinue this practice. If they work OT, they should be paid for it the end of that pay period. This makes no sense to let them accrue and then we have to deal with this when they leave and sometimes are paying out tons of money that we have not budgeted for. This will also prevent some from having so much time they cannot use it all.

Commented [GU44]: This should be removed, and changed to referring to the BPD contract. (IAN)

~~expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the employee's job description along with a written request for light duty. Upon receipt of the written request, the Department Head is to forward a copy of the report to the Town Administrator.~~

Commented [GU45]: Are we deleting this b/c we are then requiring them undergo a medical exam?

The Town may require a medical exam conducted by a Designated Medical Provider selected by the Town to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

~~It is at the discretion of the Department Head and Town Administrator whether or not to assign light duty work to the employee.~~

~~Paid-call firefighters authorized for light duty assignment shall not respond to calls-for-service. Additionally, the 15% attendance at all dispatched calls for service requirement for paid-call firefighters will be suspended during this time and prorated upon return to active duty.~~

Commented [GU46]: From Brett at BFD

If the Town offers a ~~light duty~~ modified duty assignment to an employee who is out on worker's compensation leave, the employee may be subject to penalties if he/she refuses such work. The Town will not; however, require an employee who is otherwise qualified for protection under the Family and Medical Leave Act to accept a ~~light duty~~ modified duty assignment.

The circumstances of each disabled employee performing ~~light duty~~ modified duty work will be reviewed regularly. Any ~~light duty~~ and modified work assignment may be discontinued at any time.

As moved at the August 24, 2015 Selectboard meeting, any Town employee injured on the job will be allowed to accrue leave time based on this Policy.

Section 35: EMPLOYMENT HARASSMENT AND DISCRIMINATION

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

Examples of harassment include, but are not limited to, the following: insulting comments or references based on a person's race, color, religion, sex, gender identity, marital status, national origin, age, pregnancy, genetic information, veteran status, disability, sexual orientation, ancestry, HIV status, place of birth; aggressive bullying behaviors; inappropriate physical contact or gestures, physical assaults or contact that substantially interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment; retaliation against an employee for complaining about the behaviors described above or for participating in an investigation of a complaint of harassment.

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

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

All employees including Department Heads and other management personnel are expected and required to abide by this policy. Employees who are found to have engaged in harassment may face disciplinary action up to and including termination. Any individual who believes that they have been the target of this type of harassment, or who believes they have 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 it must stop.

Any employee who wishes to report harassment should file a complaint with the Department Head, Town Administrator, or Selectboard Chair.

A prompt, thorough and impartial investigation will be conducted and confidentiality will be protected to the extent possible. If it is determined that unlawful harassment has occurred, the Town will take immediate and appropriate corrective action. No person will be adversely affected in employment with the Town as a result of bringing a complaint of unlawful harassment.

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

Vermont Attorney General's Office
Civil Rights Unit
109 State Street
Montpelier, VT 05609-1001
Tel: (802) 828-3171 (voice)
(802) 828-3665(TTY)

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

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

Section 36: SEXUAL HARASSMENT

Sexual harassment in the workplace is illegal under federal and Vermont law and is strictly prohibited. The Town is committed to providing a workplace free from this unlawful conduct. All employees have the right to work without being subjected to insulting, degrading or exploitative treatment on the basis of their gender. It is against the policies of the Town for any individual, male or female, to sexually harass another individual in the workplace. In accordance with 21 V.S.A. § 495 (h), 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.

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

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

Any employee who wishes to report sexual harassment should file a complaint with the Department Head, Town Administrator, or Selectboard Chair.

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

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

Vermont Attorney General's Office
Civil Rights Unit
109 State Street
Montpelier, VT 05609-1001
Tel: (802) 828-3171 (voice)
(802) 828-3665 (TTY)

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

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

Section 37: EMPLOYEE DISCIPLINE

The Town of Bristol has adopted a 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. All disciplinary actions up to and including termination will be issued by the Department Head and/or the Town Administrator.

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

Officers of the Bristol Police Department negligent or derelict in their official duties, or guilty of conduct unbecoming of an officer, will be disciplined according to 24 VSA §1932. [Refer to BDP contract.](#)

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

Commented [GU47]: Added this referral. (IAN)

could warrant a range of disciplinary sanctions. Appropriate levels of discipline may be based on the severity of employee conduct. This list is not exhaustive.

- Engaging in any illegal activity.
- Refusing to do assigned work or failing to carry out the reasonable lawful assignments of a Supervisor, Department Head, Town Administrator, or Selectboard.
- Being inattentive to duty, including sleeping on the job.
- Intentionally 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, 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, unless in direct performance of their official duties. 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.

Appeal of Disciplinary Action: Employees who are subject to disciplinary action may request a hearing before the Selectboard. Such requests must be in writing and presented to the Town Administrator and Selectboard Chair within ten (10) days after the action. The Selectboard shall hear the employee's appeal within thirty (30) days of receipt.

Section 38: EMPLOYEE TERMINATION PROCESS

The Town of Bristol 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 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 Department Head, Town Administrator, and/or Selectboard member.

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

Within seven calendar days of the date of the meeting, the Department Head and Town Administrator 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 Town Administrator within seven days. The employee will be informed that the employee's failure to make a timely request for a post-termination hearing will result in such hearing being waived.

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

At the post-termination hearing, the employee will be afforded the opportunity to address the basis for termination by hearing and examining the evidence presented against the employee, cross-examining witnesses and presenting evidence on his/her behalf. The Selectboard will make such determinations as may be necessary in the event of evidentiary objections or disputes. When the hearing is adjourned, the Selectboard, under the authority granted by 1 V.S.A. § 312(e), will consider the evidence presented in the hearing in deliberative session.

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

Section 39: SEVERABILITY

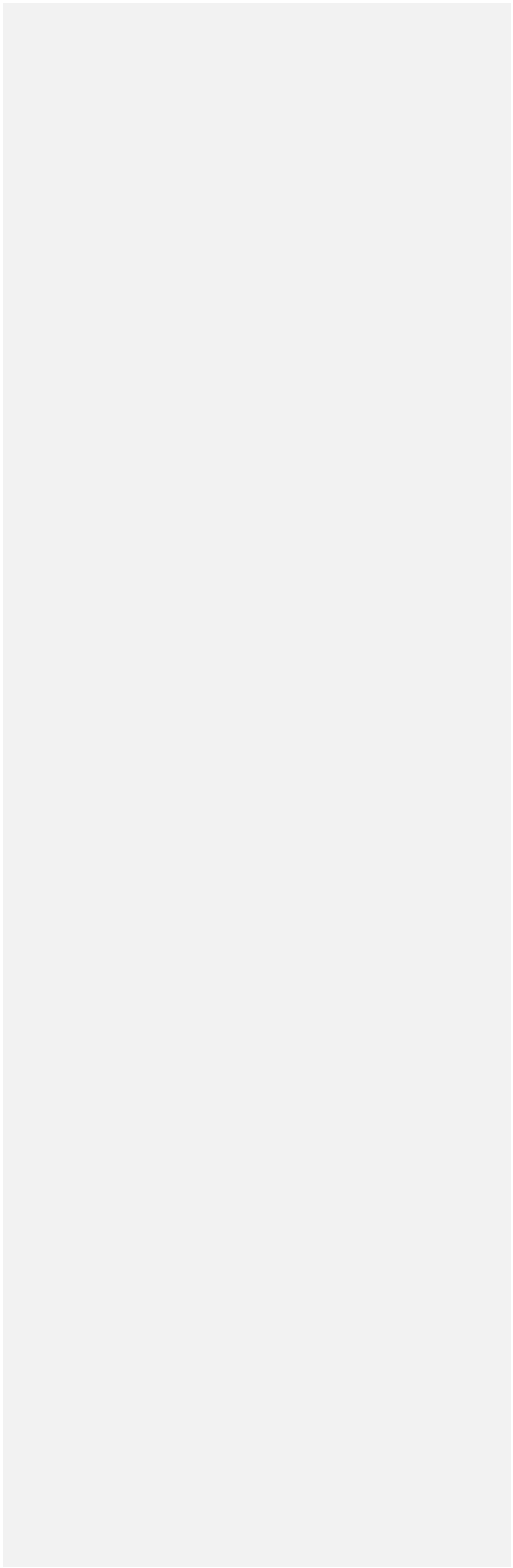
If any provision of this Personnel Policy or the application hereof to any person or a circumstance(s) is held invalid, this invalidity does not affect other provisions or applications of the personnel rules which can be given effect without the invalid provision or application. For this purpose, this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

ADOPTED this 3rd day of April, 2017.

Amended this 26th day of June, 2017.

[Amended this](#)

SIGNATURES of SELECTBOARD: _____



Addendum A: Personnel Acknowledgement

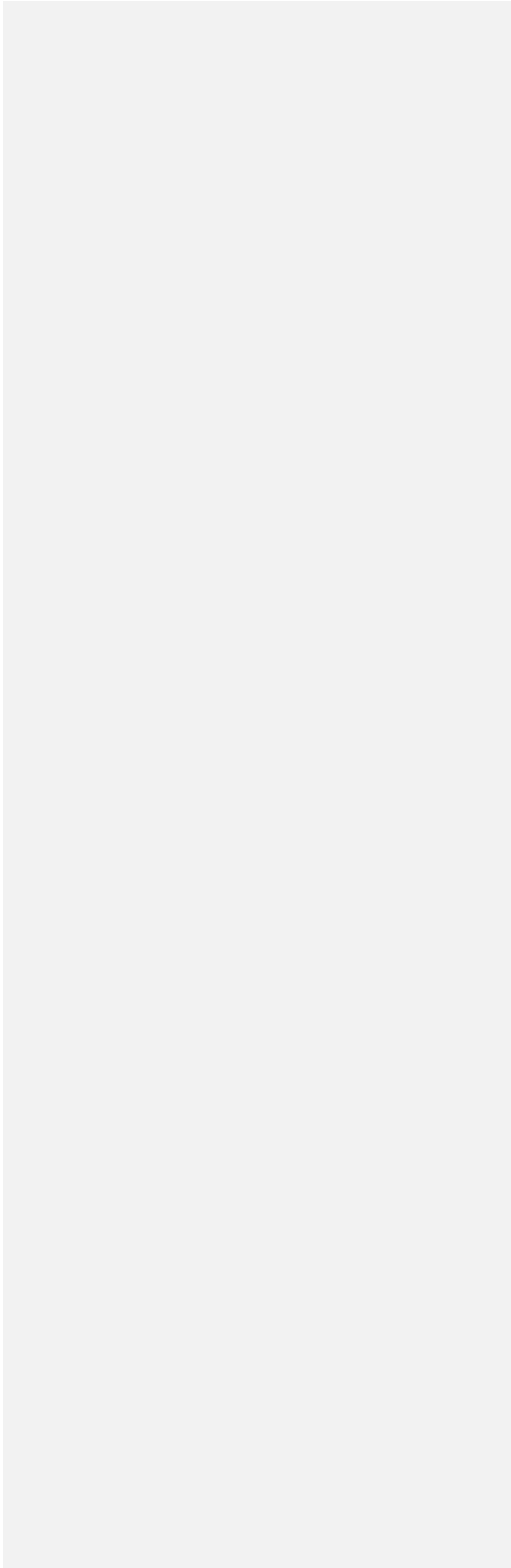
I, _____, acknowledge that:

- A. I received a copy of the Town’s Personnel Policy on _____ and it is my responsibility to familiarize myself with its contents;
- B. I understand that it is my responsibility to ask questions if there is anything in the policy that I do not understand;
- C. I understand that the language used in this Personnel Policy is not intended to create, nor should it be construed to create, a contract of employment between myself and the Town;
- D. I acknowledge that this policy replaces any and all prior versions and that the Town reserves the right to add, amend or discontinue any of the provisions of this policy for any reason or none at all, in whole or in part, at any time, with notice;
- E. I acknowledge that it is my responsibility to comply with all the provisions of the Town’s Personnel Policy.

[F. I acknowledge the Town is authorized to reduce my final pay in the event I have used more vacation time than I have accrued at the time of my resignation.](#)

Employee’s Signature

Date



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

This is a contract between the Selectboard of the Town of Bristol and _____, collectively referred to as "parties."

In exchange for the provision of benefits outlined in this Personnel Policy by the Town,

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

_____ 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 agrees that she/he will comply with all of its provisions.

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

In addition to the above, _____ agrees that her/his statutory assistant, _____ who holds the position of _____, will be subject to the Town's Personnel Policy except the provisions on Performance Evaluations, Discipline, and Termination, which do not apply to her/him. In return, said statutory assistant will receive any benefits they are eligible for from the Town as outlined in this policy.

Entered into this ___ day of _____, 20__

BY: Independently-Elected Official:

Selectboard:
