

## **PERSONNEL POLICY**

### **1. INTRODUCTION**

#### **1.1. Purpose**

The purpose of this Personnel Policy is to inform employees of personnel guidelines of the Town of Sharon, to establish effective communication between Town employees and the Selectboard, and to insure equity in the Town's personnel administration. Please read all of the information presented in this booklet and keep it as a ready reference. When questions arise which are not answered in these Policies, do not hesitate to ask your Supervisor or the Selectboard for assistance.

#### **1.2. Authority**

These rules shall be known and cited as "Personnel Policies" and are hereby adopted pursuant to the provisions of Title 24, Vermont Statutes annotated, sections 1121 and 1122 and 1471. These Personnel Policies and Procedures replace all personnel policies and procedures previously adopted by the Selectboard.

#### **1.3. Appendices – Work Place Policies**

The Appendices attached to these Policies have been adopted separately and may be amended or additional policies added from time to time.

#### **1.4. Employment at Will**

Employment with the Town of Sharon is not for any definite periods or succession of periods, and may be terminated either by the employee or by the Town at any time without notices, except as provided by State law. Wages or salary and any accrued and unused vacation allowable under these rules and regulations shall be due to the employee only to the day and hour of termination.

#### **1.5. Limitation**

This Policy and the provisions contained herein do not constitute a contract of employment in whole or in part. The Town reserves the right to add, amend, or delete any benefit or policy stated herein, at any time, except as otherwise committed to by formal contract agreements.

#### **1.6. Individuals Covered**

Except as provided elsewhere in this document, these rules and regulations cover all regular full-time and part-time, temporary, and probationary employees of the Town of Sharon, including the Selectmen's Assistant and Road Crew.

These regulations shall not cover the following:

1. Elected officials, officers, or commissioners of the Town, whether compensated or not, including appointments to vacancies in those positions;
2. School district employees;
3. Employees and officers whose appointments are statutorily the responsibility of a town officer or board other than the Selectboard;
4. Employees covered by a collective bargaining agreement, unless these regulations are incorporated into the collective bargaining agreement by direct reference;
5. Persons employed in a professional and/or consultative capacity to make special studies, investigations, or inquiries, give counsel, advice or render opinions; or perform specific short-term tasks of a service, maintenance, or installation nature.

#### 1.7 Administrative Responsibility

The Selectboard has the primary responsibility for administering these rules and regulations. Amendments to these rules and regulations shall be by resolution and adoption of the Selectboard. The Selectboard may, at its discretion, delegate implementation of these rules and regulations to the Administrative Assistant. Hereafter, reference to the Selectboard shall be interpreted to mean the Selectboard or the Administrative Assistant by delegation from the Selectboard.

Departmental Rules: The Town Clerk's and Treasurer's Offices may adopt specific policies and rules which apply to their Department's operations and activities. Such rules must be consistent with those presented in these Personnel Policies and Procedures and are subject to the approval of the Selectboard. Upon approval by the Selectboard, the Departmental rules shall be part of the official Policies and Rules of the Town. Notification of any changes in existing Departmental policies and rules, including the introduction of new policies and rules, shall be made by the Department Head.

#### 1.8 Employee Records

The Selectboard shall maintain a complete record of an employee's employment with the Town. Files shall contain all pertinent information relating to employment with the Town. An employee's file is confidential and may be reviewed only by the employee, the employee's Supervisor, the Selectboard, or Town Attorney. Certain information which is contained in the personnel file, but which is not of a personal nature, may be disclosed in accordance with the requirements of the Access to Public Records Act, 1 V.S.A. Sec. 315 et seq., but only after notice has been given to the employee.

## 1.9. Types of Appointments

1.9.1. Probationary – Each new employee appointed to a regular full-time or part-time position for which the employee has not fulfilled the 6-month probationary requirement.

1.9.2. Regular – A full or part-time employee who works 20 hours per week or more on a scheduled basis and/or not as a substitute or “fill-in”. Regular employees have successfully completed the probationary period, and the conversion from probationary status to regular employee status has been authorized by the Selectboard.

1.9.3. Full-time - A position which requires an employee work on a continuing basis for a minimum of 40 hours per week, or as defined by the Selectboard. The full-time employee is subject to all rules and regulations and receives all benefits and rights as provided by this Personnel Policy.

1.9.4. Part-Time – Employees who work less than 40 hours per week on a scheduled and continuing basis. Pro-rated wages within the range for the position are paid. The employee is eligible for increases in accordance with the compensation plan. Part-time regular employees whose regular hours are between 20 and 40 hours a week are entitled to regular employee benefits on a prorated basis. Part-time employees working less than 20 hours per week receive no benefits beyond those required by law. Part-time employees are subject to all rules and regulations and receive all benefits and rights as afforded by this Personnel Policy.

1.9.5. Temporary Position – A full or part-time employee who is appointed to a position for a limited time period not to exceed six (6) months of continuous service. The appointment may be extended once for an additional six (6) month period at the sole discretion of the Selectboard. In no such case shall the temporary position exceed 12 months in duration. Temporary employees receive no benefits beyond those required by law.

1.9.6. Seasonal Position – A temporary position that is seasonal in nature and with a maximum duration not to exceed four (4) months of full or part-time hours. The appointment may be extended one time for an additional period of up to four months. The maximum duration of these positions is eight (8) months within a 12 month period. The seasonal employee receives no benefits beyond those required by law.

1.9.7. Emergency Appointment – To prevent disruption of public business or a loss or serious inconvenience to the public, the Selectboard may authorize appointment of employees on an emergency basis. In all cases such emergency appointments

shall be on a temporary basis and shall be for no longer than 60 days. The Selectboard may waive normal hiring procedures during an emergency situation. The Selectboard shall determine the appropriate salary or wages. Emergency appointees shall not be eligible for regular employment benefits. They must abide by these Personnel Policies.

- 1.9.8. Student Appointments – a student appointment is a temporary appointment that has the purpose of affording students of public administration or other professional areas an opportunity to gain actual work experience and provide service to the Town. Student appointments are for a definite time period not to exceed twelve (12) months, require the approval of the Selectboard, and may be paid or unpaid. Paid appointments will normally be for the minimal amount available for the job classification. If none exists the Selectboard shall determine the salary or wages. Student appointees must abide by these policies. Student appointees shall not be eligible for regular employee benefits.

#### 1.10. Definitions

For the purpose of these policies, the following words and terms are defined:

Abandonment—The unexplained and unexcused absence of any employee for three (3) consecutive work days.

Appointment—The Selectboard action to recruit and hire an applicant for placement in a vacant job/position with the Town. Similarly, the action of the Road Foreman to recruit and hire seasonal/temporary help as further outlined in these policies and procedures.

Calendar Week -- a calendar week shall be interpreted to incorporate the period from 12:00 AM Sunday to 11:59 PM Saturday.

Customary Hourly Rate –An employee’s salary divided by 52 weeks and then divided by the customary hours worked.

Department -- A major functional unit of town government, e.g.: Highway Department, Selectmen’s Office, Town Clerk’s Office, Treasurer’s Office.

Departmental Rules – Personnel policies and procedures adopted by the Town Clerk or Treasurer pursuant to Section 1.7 of these rules and regulations.

Immediate Family -- Any employee's mother, father, step-mother, step-father, sister(s), brother(s), spouse, civil union partner, child (children), or step-child(children).

Personal Interest – An interest which arises from family, business or political

association, whether or not any financial interest is involved.

Probationary Employee—Any Town employee during his or her initial six (6) months of service shall be designated a probationary employee.

Supervisor – Any person assigned by a job description and/or by action of the Selectboard the responsibility to direct and supervise the work of others and to conduct performance evaluations. “Supervisor” is synonymous with ‘Department Head’. A Supervisor may have limited authority to discipline employees under his or her supervision as defined in these rules and regulations.

Work Day - The standard work day shall be job dependent as defined by the Selectboard. The standard work day may vary from winter to summer seasons.

Work Week - Refers to a 40-hour standard work week, or a pro-ration thereof.

Overtime – Actual work performed in excess of 40 hours in a 7-day period.

## **2. RECRUITMENT AND EMPLOYMENT PRACTICES**

The responsibility for recruitment and hiring of employees rests with the Selectboard. This includes the responsibility to negotiate, or to have determined, the terms and conditions for offers of employment, including compensation and benefits. The Selectboard may, at its discretion, delegate to the Road Foreman the limited authority to recruit and make offers of employment to applicants for temporary or seasonal road crew appointments.

### **2.1. Equal Employment Opportunities**

The Town is dedicated to a policy against discrimination on the basis of age, race, color, religion, sex or sexual orientation, political affiliation, national origin, ancestry, disability, or HIV or Veteran status in relation to all employment activities, including but not limited to, recruitment, hiring, promotion, demotion, transfer, discipline, layoff, termination, compensation, and training. The Town will not interfere with employees' exercise of rights protected by the Vermont Fair Employment Practices Act.

Consistent with the American for Disabilities Act and Vermont's Fair Employment Practices Act, it is the policy of the Town to provide reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee or applicant with a disability, unless such accommodation would cause an undue hardship. The obligation to make reasonable accommodation applies to all aspects of employment, including the application process.

## 2.2. Vacant Positions

Whenever a vacancy occurs or is anticipated in any Town position, the Supervisor shall, as soon as is practicable, notify the Selectboard of said vacancy, stating the date of the vacancy, title and other pertinent facts which may be necessary. The notice shall also include a statement of need for the vacancy to be filled. The Supervisor may suggest, as he or she deems necessary, the elimination of the vacant position, or filling of the vacancy by promotion or demotion from within the Department, by transfer from another Department. The Supervisor may also recommend revision of the relevant job description.

Whenever a Department Head wishes to establish a new position, he or she shall notify the Selectboard in writing stating the proposed title, job description, and the reason for the request. No new position will be established without the approval of the Selectboard.

## 2.3. Advertising and Application

The Selectboard shall advertise all vacant positions, except those to be filled by promotion or transfer, in at least one issue of a newspaper circulated in the Town giving the job title, date of availability, brief description of the necessary skills and duties to be performed, and approximate salary range. Prior to filling any position, a notice of vacancy shall be posted in locations accessible to all Town employees.

All applications for employment with the Town must be filed on an application form as prescribed by the Selectboard and attached to these policies in Appendix E "Personnel Forms". Said form shall include information concerning the applicant's identity, work experience, references, and any other matter deemed relevant by the Selectboard. Any material false statement shall be grounds for rejection of any application or dismissal from the Town's service. The applicant must sign all applications.

Temporary employees may make application for vacant positions.

The Selectboard may check references by letter, telephone contact, or personal contact, as part of the hiring process. Some positions with the Town of Sharon, i.e. Recreation Department positions, may require criminal background checks.

The Selectboard may waive any or all of the application process requirements in an emergency hiring situation in order to insure the provision of continuous Town services to its citizens.

## 2.4. Rejection of Written Applications

Written employment applications may be rejected from any applicant whose

application clearly indicates that minimum qualifications are not fulfilled, who has been dismissed from employment with the Town for cause, or who makes a false or deceptive statement on the application form or in connection with application for employment.

## 2.5. Appointment and Probationary Period

All appointments and promotions to full-time and part-time positions shall be subject to a six (6) month probationary period. At the discretion of the Selectboard, in consultation with the employees' Supervisor, the probationary period may be extended for up to an additional six months. During the probationary period the Selectboard may remove the employee at any time without cause and the employee is without access to appeal. Benefits shall be limited to those specifically provided for probationary employees in Section 4 (Employee Benefits).

## 2.6. Appointment of Immediate Family Members

It is the policy of the Town of Sharon that immediate family members of a current employee of the Town will not be employed as a co-worker within the same Department. It is further the policy of the Town that no Supervisor will have employed under his or her supervisory authority any immediate family member. However, due to the short and limited nature of emergency appointments, this policy may be waived at the discretion of the Selectboard in emergency hiring situations.

## 2.7. Performance Review

2.7.1. All regular full-time and part-time employees of the Town of Sharon shall be subject to and participate in a review of their job performance at least annually. The results of this review may be the basis for any merit pay increases awarded in the year of the review. Performance reviews shall also be taken into consideration, if the question arises, as to whether a person's employment with the Town shall continue. Copies of a performance review shall be given to the employee, Supervisor, and the Selectboard, and entered into the employee's file.

2.7.2. Probationary Employees - Supervisors shall evaluate the performance of probationary employees after 3 months and prior to completion of the probationary period. Said evaluation shall make a recommendation for continued employment and conversion to regular employee status, termination, or for extension of the probationary period. If the evaluation is fully satisfactory, the employee's status may be upgraded to a regular appointment. The Selectboard may upgrade an employee's status, extend the probationary period, suspend, or to terminate the employee.

2.7.3. Temporary Employees - Supervisors shall evaluate temporary employees at the completion of the appointment. The Selectboard, after receipt of the evaluation, may elect to continue, extend, or terminate such an appointment without cause.

2.7.4. The lack of a formal evaluation does not affect the Selectboard's ability to exercise its rights under the At Will Doctrine.

## 2.8. Promotions and Transfers

Every regular employee shall be eligible for promotion or transfer, subject to the availability of positions. All transfers and promotions shall be evaluated after a six-month period. If during this probationary period the Selectboard determines that the job is not being satisfactorily performed, the employee shall be returned to their former position and former wage rate and the Selectboard may fill the vacant position at their discretion.

## 2.9. Demotions

Due to the small size and limited resources of the Town of Sharon, there is little opportunity for "demotion", except possibly in the following situations:

2.9.1. Replaced Employee Returning from Authorized Leave: when another employee returns to work from authorized leave to the position, in accordance with the rules on leave identified in Section 6 "Holiday, Vacation, Sick and Other Leaves".

2.9.2 Voluntary Request: when an employee voluntarily requests such a demotion and a position is available at the lower classification for which the employee is qualified.

2.9.3 Disciplinary Action: As a disciplinary action in conformance with the provisions herein governing employee discipline.

2.9.4. Reduction in Pay: An employee demoted through a voluntary request or as a result of disciplinary action will also have a reduction in salary.

All demotions are subject to approval by the Selectboard. A demotion will not be effective until the non-probationary employee has been given seven days notice in writing that the Selectboard intends to demote him or her. The notice shall inform the employee as to the reasons for the demotion and shall instruct the employee as to his or her right to appeal the decision in accordance with these Personnel Policies and Procedures.



## 2.10. Resignation

Any employee may resign at any time by submitting a written letter of resignation to the Selectboard. An employee shall be deemed to have been terminated in good standing if he or she gives two weeks notice, if he or she works out that notice period, and if other circumstances of his or her termination are such as to justify good standing.

## 2.11. Layoff

Any Town employee may be laid off whenever it is necessary to reduce the number of employees in any department, because of the change in the function or organization of a department, financial restrictions, changes in work demands, elimination of job categories, or related reasons. Employees so affected shall be notified ten (10) working days in advance of the action to be taken.

To the extent possible, layoffs within a Department shall be made in inverse order of seniority. However, seniority shall not be the determining factor regarding layoff when a Supervisor submits a written recommendation to the Selectboard that addresses the following:

2.11.1 The special contribution, skills, and performance of a less senior department employee.

2.11.2 Reasons why departmental operations would be best maintained through the retention of a position filled by a less senior employee.

The decision of the Selectboard is final. In the event that a Town employee who has been laid off is unable to find other employment, the Selectboard, may, at its sole discretion, allow the employee to buy the current medical insurance coverage up to eighteen months at the group rate the Town pays, if this arrangement does not conflict with the carrier's regulations.

## 2.12. Recall

Recall shall be in reverse order of layoffs. An employee notified of recall must notify the Town of Sharon of his or her intent to return to the job within five (5) work days of receipt of notice and must return within fifteen (15) working days of receipt of notice or forfeit recall rights.

## 2.13. Termination

Upon an employee's termination of service with the Town, an employee shall be reimbursed for accrued but unexercised vacation time and sick time as these policies

dictate in Section 4 (Compensation).

Reimbursement shall be at the rate of pay equal to an employee's current rate of pay. Any payment due a terminating employee in light of vested interests in the Town's retirement program shall be determined according to the terms of the retirement system.

Upon termination or resignation, an employee will receive two checks: 1) a check for completed work week, and 2) a check for the total accrued vacation and allowed sick time. Upon mutual agreement between the employee and Selectboard, said accrued time payment may be spread out over a period of weeks.

### **3. EMPLOYEE HEALTH AND SAFETY**

#### **3.1. Communication**

Communication is essential to an effective and pleasant work environment. The Town recognizes its responsibility to keep employees informed about developments, policies, and procedures that affect the Town and the work of its employees.

The Town of Sharon seeks to promote and maintain an "open door policy" so that every employee feels free to express their opinion on all Town matters. The Town believes that in order for employees to be constructive, they should first bring their ideas, comments, suggestions, or complaints to their Supervisor and/or in keeping with the Town's grievance procedures outlined in Section 8.4.

The Town seeks to promote additional avenues for communication within the Town as follows:

- 3.1.1. Supervisors are the first source of information and contact for Town employees. Supervisors shall make every effort to ensure that information is brought to the attention of employees.
- 3.1.2. Each Department shall maintain a centrally located and readily available bulletin board for announcements from the Town. Department Heads are responsible for ensuring that the bulletin boards are used, and that announcements and other information affecting employees are posted in a timely manner. Employees are responsible for checking the bulletin boards for information regarding the Town, work-related matters, and other related information.

#### **3.2. Drug Free Workplace and Drug and Alcohol Testing**

The Town of Sharon has adopted a Drug Free Workplace Policy and an Alcohol and

Drug Testing Policy in accordance with requirements of Federal law and regulations as set forth and attached in Appendices A and B. This section is meant only to supplement those policies.

As a condition of employment, employees or prospective employees who are covered employees under the Omnibus Transportation Employee Testing Act of 1991 (including all holders of commercial driver's licenses) shall be subject to pre-employment and regular random drug and alcohol testing, and testing in the event of an accident or reasonable suspicion that the employee is under the influence of drugs or alcohol. Such testing will comply with procedures set forth in the Federal Department of Transportation rules and procedures and the drug and alcohol testing policy for the Town of Sharon.

3.3. Smoke-Free Workplace Policy (see Appendix D)

3.4. Sexual Harassment Policies (see Appendix C).

3.5. Work Place Safety

The Town of Sharon may exert every reasonable effort to provide a safe and healthful workplace and to comply with applicable federal, state and local laws and regulations relating to the safety and health of its employees. Each Supervisor will, as soon as possible, take prompt and appropriate action to correct any unsafe or unsanitary condition or action they observe. Each employee is responsible to maintain a safe and sanitary work environment for him or herself and fellow workers. All employees are responsible for prompt reporting of observed unsafe or unsanitary conditions to their Supervisor or the Selectboard.

## **4. COMPENSATION**

All Town employees shall be compensated in accordance with a pay plan adopted by the Selectboard. The Selectboard may, at its discretion, establish a compensation contract with an individual employee. A compensation contract shall define the leave, pay, and insurance aspects of the compensation and the degree to which they are the same as or different than included in these regulations. Such contracts must be in writing, shall be valid for a calendar year, and be renewable at the mutual consent of the individual employee and the Selectboard. The Selectboard may, at its discretion, adopt and amend payroll policies.

4.1. Preparation of Pay Plan

To the greatest extent possible, given the Town's particular economic and budgetary limitations, the Town of Sharon will establish rates of pay which are comparable, in light of the criteria enumerated below, to other Windsor County communities and businesses. In developing pay rates, the Selectboard shall conduct a survey of salary

rates applicable to other Windsor County communities. "Similar job categories" shall be those which involve skill, responsibility, and job duties comparable to their Sharon counterpart.

The Selectboard shall set salary rates competitive with survey results. Special considerations may be made in light of the following criteria:

- 4.1.1 Special skills required in the Sharon position.
- 4.1.2. The comparative value of the Sharon benefit package.
- 4.1.3. Distinct and/or additional responsibilities required for the Sharon position.
- 4.1.4. Pay rates established comparable to other Windsor County businesses and agencies.

#### 4.2. Annual Review

Wages shall be reviewed annually by the Selectboard. Adjustments may be recommended to the Selectboard by a Supervisor. The Selectboard may make changes in the salary ranges and the salaries of particular positions as may seem equitable. A new employee normally enters employment with the Town at the minimum (entry) salary for the position for which they are employed. In case of difficulty in finding qualified personnel or in the hiring of an exceptionally qualified person for a position, the beginning salary may be at any step at the discretion of the Selectboard.

#### 4.3. Travel

If an employee is required to travel in the performance of his or her official duties, the Town will pay for said expense as defined below:

- 1) Personal Car Mileage – at a rate defined in the Pay Table
- 2) Hours – the usual and customary hours for the normal days involved at the employee's usual and normal pay rate.
- 3) Expenses – on an actual expense basis with receipts required for lodging and any expense in excess of ten (\$10.00) dollars.

#### 4.4 Overtime Compensation

Overtime compensation is authorized for work performed in excess of forty (40) hours in a single work period. Compensation will be by monetary reimbursement at the rate of 1 ½ times the employee's customary hourly rate. The Town will consider vacation,

sick, and holiday time as time worked, for the purposes of calculating the 40 hour work period within seven (7) days.

Supervisors shall be responsible for ensuring compliance with the following procedures concerning issues of overtime compensation:

- 4.4.1 All employees shall notify Supervisors or, if none, the Selectboard, in advance of the need to perform overtime work. No overtime work shall be reimbursed without prior approval of the Supervisor or the Selectboard.
- 4.4.2. Each employee shall, within the pay period in which overtime work is performed, notify his or her Supervisor or the Selectboard of the amount of overtime work performed.

#### 4.5. Holiday Compensation

- 4.5.1. Employees will receive holiday pay at their customary hourly rate;
- 4.5.2. Any regular employee required to work on a holiday listed in Section 5.2 (Regular Holidays) shall be paid 1.5 times their customary hourly rate of pay plus holiday pay enumerated above in 4.5.1.
  - 4.5.3. Holiday pay shall include the time period from midnight on the eve of the holiday to midnight on the day of the holiday.
- 4.5.4 Holiday pay shall be according to the employee's regular work schedule; If the holiday is observed on a 9-hour work day, the Town will pay 9 hours of holiday pay. If the holiday falls on a 5-hour work day, the Town will pay 5 hours of holiday pay. Holiday pay shall count towards the 40-hour work week for overtime compensation purposes.
- 4.5.5. Actual hours worked on a holiday shall also count towards the 40-hour work week for overtime compensation purposes.
- 4.5.6. Temporary employees will receive no compensation for legal holidays occurring within their term of appointment. If a legal holiday occurs or is observed upon a day within the temporary employee's normal work week, the employee may be granted the day off; however, no compensation will be paid.

## 5. EMPLOYEE BENEFITS

### 5.1. Insurance and Related Benefits

5.1.1. Statutory Benefits - To the extent required by law, all eligible Town employees will be enrolled in the statutory Social Security, Workers' Compensation and Unemployment Compensation Benefit Programs. The benefits, limitations, and contributions required of the Town and its employees under those programs will be determined by reference to applicable statutes and regulations.

- 5.1.2 Health Insurance - All regular and probationary employees are eligible to be enrolled in the Town's health insurance program if they are permanently employed for 30 or more hours per week. The level of premium contribution, Health Reimbursement Arrangement funding, and Health Savings Account employer contribution are to be reviewed each calendar year. Eligible employees will be informed in writing in November of plan offerings and employee contribution(s) to premium and HRA and H.S.A. programs. Any employee wishing to enroll a spouse, domestic partner, and/or children shall submit a written request to the Finance Manager. Changes in enrollment can only be made on the anniversary date of the plan (January 1 of each year) or if there is a qualifying event (e.g., change in job status, birth, death, marriage, or divorce).

The terms of the medical insurance program can be obtained from the Finance Manager. Notice of change should be given at least 15 days before the effective date of the coverage change. *(as revised 12/15/14; Effective 1/1/15)*

- 5.1.3. Dental Insurance – The Town does not offer dental insurance.
- 5.1.4. Deferred Compensation Plan – The Town does not offer such a Plan.
- 5.1.5. Long Term Disability and Life Insurance – The Town does not offer such insurance coverage.
- 5.1.6. Right to Change Carriers - Insurance benefits may be reviewed annually by the Town to determine if coverage is adequate and if cost savings can be made by substituting carriers or for other reasons as deemed necessary by the Town.
- 5.1.7. Workman's Compensation Insurance – Pursuant to the Vermont State Statutes (21 V.S.A. 601-709) the Town of Sharon provides Worker's Compensation insurance for all employees, which covers them for employment-related illness or injury.

## 5.2 Retirement

The Town is a member of the Vermont Municipal Employee's Retirement System.

The terms, conditions, and qualifications for that system are as set forth in Title 24, Vermont Statutes Annotated Chapter 125 as amended from time to time. Information on the program and an explanation of benefits, is available in the Selectboard or Treasurer's offices. An employee meeting the eligibility requirements must join the system as a condition of employment.

## **6. HOLIDAY, VACATION, SICK, AND OTHER LEAVES**

Employees of the Town of Sharon must either be at work during the normal work week or absent with approval on one of the authorized leaves specified in this section as follows: paid holiday, vacation leave, sick leave, leave of absence, injury leave, court or military leave, bereavement leave, or educational leave. Any unexcused absence is subject to disciplinary action up to and including dismissal.

Paid leaves including holidays, vacations, sick leaves or other leaves of absence, unless stated specifically otherwise, pertain to regular employees of the Town. Full-time employees who work 40 hours per week on a continuing basis, will earn the full benefits allowed. Part-time employees who are scheduled to work less than 40 hours and more than 20 hours per week will earn leave prorated by the number of hours they are scheduled to work as compared to the 40-hour work-week.

### **6.1. Paid Holidays**

Employees shall be paid in accordance with their customary work schedule. An employee shall only receive the benefit of a paid holiday if the holiday falls on a day of work according to the employee's customary work schedule. All hours worked on a legal holiday shall be utilized in determining the forty (40) hour week for overtime compensation for the week.

The following legal holidays are recognized by the Town of Sharon. Any other holidays shall be proclaimed by the Selectboard.

New Year's Day .....	January 1
President's Day.....	Third Monday in February
Memorial Day.....	May 30
Independence Day.....	July 4
Labor Day .....	First Monday in September
Columbus Day .....	Second Monday in October
Veteran's Day .....	November 11
Thanksgiving Day.....	Fourth Thursday in November
Christmas Day.....	December 25

6.1.1. Observance of Holidays: Legal Holidays occurring on a Saturday are observed on the preceding Friday. Legal holidays occurring on a Sunday are observed on

the following Monday. The Town does not authorize compensatory time for work performed on a holiday.

- 6.1.2. Holiday accrual: Holidays not taken or used within a fiscal year may not be carried forward or accrued. Regular part-time employees shall be eligible for holiday leave on a pro-rated basis.
- 6.1.3. The Town may require employees to work on holidays, if it determines it is necessary. Compensation shall be in accordance with Section 4.4. Holiday Compensation.
- 6.1.4. Temporary employees may be granted the day off in observance of a legal holiday. But temporary employees will not receive compensation for that day off.

## 6.2. Vacation Leave

The Town feels that vacation is an important to an employee's well-being and that taking vacation helps promote a good working attitude. Therefore the Town expects its employees to take vacations. Payment of wages in lieu of vacation time is not authorized.

- 6.2.1. Only employees with regular employee status will be entitled to use earned vacation credits. Temporary and emergency appointments do not earn vacation credits.

6.2.2. Probationary employees earn vacation credits during the probationary period at rates specified for regular employees, but they may not use these credits until their status has been converted to a regular appointment. If a new employee is terminated from employment with the Town during the probationary period, they will not be entitled to compensation for any accrued vacation time.

- 6.2.3. Regular full-time employees working 40 hours per week are eligible for paid vacation days according to the following schedule:

<u>Years of service</u> <u>(Inclusive)</u>	<u>Full time</u> <u>(40 hrs/week)</u>
0 - 1 yrs	(5 days/year)
1 - 7yrs	(10 days/year)
7 – 12 yrs.	(15 days/year)
12 yrs and after	(20 days/year)

- 6.2.4. Part-time employees in regular or probationary appointments shall accrue



annual vacation credits at the rates in the table 6.4.3. above reduced by the ratio of their normal work week to a full-time work week.

6.2.5. Credits are earned on the basis of full months of employment. All vacation leave is earned from the date of hire. Vacation credits accrue while an employee is on vacation leave.

6.2.6. Employees beginning work on or before the tenth (10<sup>th</sup>) day of each month will earn a full month's vacation credit. Employees terminating on or after the twentieth (20<sup>th</sup>) day of the month will be credited with a full month's vacation credit. Employees not meeting these criteria will earn no credit for that month of initial or final employment.

6.2.7. Limitations – The following limitations shall apply to the exercise of vacation benefits:

A) After completing the first year of employment, each employee is required to take a minimum of five days vacation during each calendar year of employment.

B) Employees may accrue annual leave from year to year. A maximum of 25 days (200 hours) can be carried over from December 31 to January 1<sup>st</sup>. Balances exceeding 25 days (200 hours), including that month's earned credit, will be reduced on December 31<sup>st</sup> to the 25 days (200 hour) limit on January 1<sup>st</sup>. The excess time will be forfeited and no compensation will be paid for the forfeited time.

C) Vacation days may be taken in increments of no less than half-day periods.

D) The scheduling of vacation time shall be the responsibility of Supervisors/Department Heads. Scheduling shall accommodate, to the greatest extent possible, preference expressed by department employees. Subject to the discretion of Supervisors, preference shall be given to seniority with regard to conflicts in employees' vacation time. An employee must give 30 days notice should they be planning vacation leave of more than two weeks.

E) In the event that a regular holiday falls during a scheduled vacation period, a vacation day will not be charged to the employee for that day.

F) Any eligible employee unable to work by virtue of extended illness, family or medical leave, accident or layoff may use accumulated vacation time upon

the exhaustion of available sick leave.

### 6.3 Sick Leave

Employees experience health problems from time to time. Sick leave is provided to enable employees to respond to an illness and care for themselves as may be most appropriate. If an employee is sick and cannot report to work, they must notify their Supervisor as far in advance of normal working hours as possible.

An employee may use sick leave for the following purposes:

- A) Period of personal illness.
- B) Serious illness of the immediate family where the employee's attendance is required.
- C) Medical appointments for the employee's child, spouse, civil union partner, parents or in-laws.
- D) Own pregnancy and related medical conditions.
- E) Special situations, as approved by the Selectboard.

- 6.3.1. Rate of Accumulation: All regular full-time employees working 40 hours per week shall be entitled to sick leave at the rate of 6 hours per month from the date of hire. No employee is entitled to take a sick leave day until they have been in the Town's service for at least thirty (30) days.
- 6.3.2. Credits are earned on the basis of full months of employment. Employees beginning work on or before the tenth (10<sup>th</sup>) day of each month will earn a full month's sick leave credit. Employees terminating on or after the twentieth (20<sup>th</sup>) day the month will be credited with a full month's sick leave credit. Employees not meeting these criteria will earn no credit for that month of initial or final employment.
- 6.3.3. Credits continue to accrue while an employee is on sick, vacation, or other authorized leave.
- 6.3.4. Sick leave may be accumulated from year to year. There is no maximum limit upon the number of sick leave hours that may be accrued, nor a maximum limit of carry over from one year to the next.
- 6.3.5. Upon termination of employment with the town, an employee will be compensated for unused sick leave accrued at the rate of \$15.00 for each 8 hour day or major fraction thereof (i.e. equal to or greater than ½ day).
- 6.3.6. Any employee whose absence for reasons of sickness extends beyond three (3) consecutive workdays shall, at the Supervisor's request, provide his or

her Supervisor with a statement from a licensed physician attesting to the employee's inability to work. A statement shall be submitted on a weekly basis for so long as the employee remains absent for reasons of sickness.

#### 6.4. Injury Leave

An employee who is injured while on the job shall be eligible for injury leave as described in this section. Injury leave is designed to provide employees who receive on-the-job injuries with adequate time to recover from the injury or to determine if the injury will result in permanent disability without experiencing undue financial hardship.

- 6.4.1. Prior to Commencement of Benefits: The injured employee shall receive regular full pay while awaiting the commencement of benefit payments, as long as they agree to pay over to the Town any worker's compensation benefits later received for that period. These payments will be charged against the employee's accrued sick leave or vacation leave accounts.
- 6.4.2. Following Commencement of Benefit Payments – the employee will have the following options available:

A. Worker's Compensation Payments Only: The employee will continue to receive worker's compensation benefits. The days the employee is absent while receiving these benefits will not be deducted from the employee's accrued sick leave. The employee will not receive regular pay during this time.

B. Supplemented Worker's Compensation Payments: If the employee has accrued sick and/or vacation leave, the employee's worker's compensation benefits may be supplemented through regular payroll to insure the employee continues to receive full pay for the days they are unable to work. This time will be deducted from the employee's sick and/or vacation leave accounts. This option would allow the employee to retain their worker's compensation payments, thus realizing the tax advantages of those payments.

The injured employee shall provide written authorization to the Treasurer to follow one or the other compensation option discussed above.

6.4.3. Non-covered injuries - If the employee's injury is determined to be non-compensatory under the worker's compensation rules, the employee's time off shall be compensated through the use of accrued sick leave in accordance with Section 6.3.

6.4.4. Reporting requirements: The injured employee shall report to the Treasurer the amount of worker's compensation received. Failure to report this

information may result in the loss of sick leave usage for that period. The employee shall report their injury on the initial Report of Injury form provided by the Town.

- 6.4.5 Benefit payments: The injured employee will continue to receive full benefits from the Town during injury leave except that sick leave and vacation leave will not accrue while the employee is off work.

6.4.5. Employee benefit contributions – During the period of payroll supplementation of worker's compensation benefits, payroll deductions will continue as authorized. If the payroll amount is inadequate to satisfy those deductions, it will be the employee's responsibility to make separate payment to the Town to satisfy those employee costs. During any period in which the employee is in a non-pay status, it will be the employee's responsibility to pay the Town for benefit contributions. The required payment amounts and payment schedule shall be obtained from the Treasurer.

## 6.5. Court Leave

Court leave or "jury leave" will be granted to employees of the Town in compliance with State Statutes (21 V.S.A. 499) in recognition by the Town that it is a civic obligation of each Town employee to serve jury duty if called.

- 6.5.1. All regular employees shall be reimbursed at their customary rate of pay for work absences due to jury duty or appearing as a witness under legal compulsion. Payments by the Town under this provision shall be reduced to the extent of any amount received by an employee as compensation for jury duty or appearance as a witness. All other benefits, accruals, and seniorities associated with Town employment will continue uninterrupted by the court leave.
- 6.5.2. Temporary employees will be granted court leave in accordance with the law but will receive no wages from the Town during the period of court leave.

## 6.6. Military Leave

In accordance with the State Statutes (21 V.S.A. 491-493) regular employees who are duly qualified members of the "reserve components" of the armed forces, who are members of the ready reserve, or who are members of an organized unit may take military leave to attend required weekend training exercises and one required extended training exercise not exceeding 15 days in one calendar year. All other benefits, accruals, and seniorities associated with Town employment will continue uninterrupted by the military leave. The employee will be required to submit evidence of qualified membership, date of departure, date of return, satisfactory completion of the service, and pay and compensation during the military leave. The employee may elect to

receive no pay from the Town and to retain the full amount of the compensation for the military leave. Alternatively, the employee may elect to receive, and the Town will pay, the difference between the employee's customary rate of pay and the training allowance which an employee receives while on military leave under this Section, if the training allowance is less than the employee's customary rate of pay. Requests for additional leaves of absence for military purposes may be considered by the Selectboard on a case-by-case basis. In no event will the Town pay any sums which would result in the total compensation from the Town plus the Military leave equaling greater than that sum of normal wages the employee would have

#### **6.7. Leave for Bereavement/Death in Family**

In the event of the death or serious illness in the immediate family of an employee, with the approval of the Supervisor and the Selectboard, up to three (3) days leave will be granted with pay to a regular employee. This leave will not be charged against the employee's accumulated sick leave or vacation leave. Days in excess of these three days will be charged against the employee's accumulated vacation leave balance.

#### **6.8. Educational Leave**

Due to the small size of the Town and its limited administrative resources, the Town does not offer educational leave for attendance at any full-time degree-granting college or university. The Selectboard may, at its discretion, approve employee requests to attend workshops or seminars that provide job-related training.

### **7. EMPLOYEE CONDUCT AND ETHICS**

#### **7.1. Employee Conduct**

Because of the public trust invested in Sharon Town Government, it is the duty of every Sharon employee to conduct his or her duties in a professional manner. High standards of conduct are essential to good municipal service and are expected of each employee. In an effort to encourage professionalism, efficiency, and the effective delivery of services by Town personnel, all employees shall comply with the following conduct guidelines.

7.1.1. Reporting Time--Employees of the Town of Sharon will report to work promptly at the beginning of the standard work day for the department for which they are employed, and any unexpected absences shall be reported as soon as possible. An employee failing to report to work without explanation for three consecutive work days shall be considered to have abandoned his or her position. When for health or other reasons an employee is unable to complete a work day or give full attention to his or her work assignment, he or she shall notify his or her Supervisor and request to be

excused from work on leave

7.1.2. Discharge of Job Duties - Each employee shall faithfully and diligently discharge all obligations relating to their position with the Town. Employees will read their job description and ask their Supervisor or the Selectboard for clarification of any statements of responsibilities not clear to them. During the hours of duty, employees shall also abide by the other laws, rules, and regulations which govern the discharge of their responsibilities. All employees shall strive to acquire, develop, and expand the skills required by their position.

7.1.3. Duties as Assigned - Employees will perform their duties as assigned by their Supervisor.

7.1.4. Dress - Employees shall dress and use personal hygiene standards in a manner befitting service for the Town and appropriate for the work assignment. Employees shall be fully clothed, clean, and use shoes and head covering appropriate to the work assignment. There is no Town uniform requirement.

7.1.5. Safety - Employees of the Town of Sharon will work in a safe manner. Employees will at all times perform job-related duties with the proper precautions and in a manner such as to assure the safety of themselves, fellow employees, and the public. Safety equipment, recognized safety procedures and policies, and safety instructions of Supervisors will be followed.

7.1.6. Accidents - Any employee involved in an accident while performing work duties, no matter how small or insignificant, shall report the accident to his or her Supervisor within the same day of occurrence. Special conditions may require delay, but in no case shall the delay in reporting extend beyond noon of the next day. Severe accidents shall be reported to an employee's Supervisor and the Selectboard immediately. An accident report will be completed as soon as possible after the occurrence.

If, while operating a Town-owned vehicle, an employee is involved in an accident that results in any personal injury or property damage, he or she shall

- A. Notify the State Police immediately;
- B. Insist that all parties and property concerned remain at the scene of the accident until police officers investigate; and
- C. Report the accident, no matter how small, to his or her Supervisor. No employee shall discuss any such accident with anyone but the investigating officer

Any employment related injury or illness must be reported immediately to a

Supervisor, who should then complete a “first report of injury” form available in the Treasurer’s or the Selectboard’s offices. Completed forms must be returned to the Treasurer or the Selectboard’s Assistant for filing with the Town’s insurance carrier. Failure to report an injury or illness may jeopardize the claim for Worker’s Compensation.

7.1.7. Outside Employment—No person may take outside employment that impairs performance of his or her job duties or that presents a conflict of interest.

7.1.8. Physical Condition – Each employee shall attempt to maintain the physical capacity to perform the essential functions described in his or her job description.

7.1.9. Work Relationships – All employees shall attempt to develop and maintain productive work relationships.

7.1.10. Use of Town Property – Town employees shall use Town property and facilities solely for purposes which serve the public interest and not for personal gain. Employees shall not use Town equipment and vehicles while under the influence of a controlled substance.

7.1.11. Public Respect – Because the Town must maintain public confidence, its work force needs to be composed of responsible and professional individuals. No employee should engage in any public or private conduct, which, if publicly disclosed, would have the effect of impairing the Town’s reputation for reliability, trustworthiness, and efficiency.

7.1.12. Political activity – No Town employee shall engage in partisan political activity during the course of working hours. No employee shall solicit contributions, whether orally or in writing, in relation to any political organization or in support of any candidate for public office from any other Town employee during working hours. No employee shall contribute directly to the campaign of any official running for a local political office during working hours. This rule is not to be construed to prevent a Town employee from becoming or continuing to be a member of a political party or from attending political meetings or signing petitions for a candidate for public office.

## 7.2. Employee Ethics

7.2.1. Favoritism – No employee of the Town shall provide to any person consideration, treatment, or advantage which is distinct from the treatment normally accorded to members of the public at large.

- 7.2.2. Financial or Personal Interest – With the exception noted below, no Town employee shall have any personal or financial interest in transactions in which the Town is a participant. Whenever the performance of a Town employee's official duties require that the individual take action in respect to any matter in which the individual has a personal or financial interest, he or she shall disclose the nature and extent of such interest and shall be disqualified in any manner from participating in the Town's consideration or disposition of that matter.
- 7.2.3. Contracts – No employee of the Town shall be beneficially interested directly or indirectly in any contract with the Town, regardless of the amount; or furnish any material, or perform any labor, except in the discharge of his or her official duties, unless such contract shall have been awarded upon bids advertised for by publication. No employee of the Town shall take part in any decision concerning the business of the Town in which he or she has a direct or indirect financial interest, aside from his or her salary as an employee, greater than any other citizen or taxpayer in the Town. This section shall not apply in the event of an emergency where immediate action shall be deemed more important to the Town than the receipt of formal bids. No Town employee shall appear on behalf of any private person, before any Town board, commission, council or other public body.
- 7.2.4. Gifts – No employee of the Town shall accept any gift, money, thing, favor, or promise that is intended, or could be considered as payment for special treatment or an effort to affect the employee's discharge of official duties.
- 7.2.5. Confidentiality – No employee of the Town shall disclose any confidential information relating to the officers, employees, property transactions, or affairs of the Town without prior authorization from the Selectboard. Nor shall any Town employee use or assist in the use of any such confidential matter to advance the financial interest of any other individual.
- 7.2.6. Nepotism – No employee of the Town shall appoint or attempt to influence the appointment of any person related to them by blood or marriage to any position for which compensation is received from the Town. This policy may be waived during emergency hiring situations at the discretion of the Selectboard.
- 7.2.7. Phone Calls – Telephone use shall be for work-related purposes only. Employees can be reimbursed for business calls that they make from their home phone. To be reimbursed, an employee should submit to their Supervisor a copy of their phone bill with all business calls marked and signed by the employee.



7.2.8. Solicitation and Distribution – Solicitation and/or distribution of literature for any purpose, cause, or activity during working hours and/or on or within public property is prohibited

## **8. GROUNDS FOR DISCIPLINARY ACTION**

### **8.1. Grounds for Disciplinary Action**

The following conduct is unacceptable for all employees of the Town of Sharon. All confirmed instances of any of the following conduct shall be considered violations of the Town's Employee Conduct guidelines and are subject to disciplinary action which may range from a verbal reprimand to dismissal.

- 8.1.1. Repeated tardiness, unexcused absence, or job abandonment.
- 8.1.2. Use of controlled substances during working hours or in a manner which affects job performance consistent with the Town's Drug Free Workplace Policy. (*see Appendix A "Drug Free Workplace".*)
- 8.1.3. Failure to respond to direction of the employee's Supervisor or the Selectboard, or inability to relate to, work with, and perform job tasks with fellow employees or Supervisor.
- 8.1.4. Improper use of position, including giving, rendering, paying, or receiving any service or other valuable thing on account of or in connection to any appointment, proposed appointment, promotion or proposed promotion.
- 8.1.5. Breach of the provisions and standards set forth in Section 7.2, "*Employee Conduct and Ethics*".
- 8.1.6. Lack of productivity, failure to discharge job obligation, inefficiency, or incompetence.
- 8.1.7. Gambling, sleeping on duty, theft, disregard for safety rules, falsifying work records, falsifying time and attendance reports, and engagement in any other such behavior which would constitute a negative influence on employee's work habits.
- 8.1.8. Action during working hours which constitute a threat to the safety of the public or fellow employees or to Town property. Possession of firearms or any other dangerous weapons while on duty is prohibited.
- 8.1.9. False representations on job applications;

8.1.10. Willful and/or negligent destruction of property, improper use of Town property, facilities, or funds; conviction of criminal offense; or engaging in prohibited political activity.

8.1.11. Malfeasance, misfeasance and/or nonfeasance, or the doing of an illegal deed, wrongfully doing a legal deed, or the failure to perform deeds that should be done is prohibited.

8.1.12. Any other conduct that impairs the efficiency and effectiveness of Town government, or which could cause public mistrust of an employee's professionalism.

8.1.13. Any violation of this policy or any other Town policy.

## 8.2 Disciplinary Alternatives

In response to conduct which is listed above as grounds for disciplinary action, the Selectboard, upon consultation with the employee's Supervisor, may take any of the actions described herein. In determining whether disciplinary action is necessary and, if so, what disciplinary action is appropriate, the Selectboard and Supervisor may consider the nature and severity of the objectionable conduct, the employee's prior performance and disciplinary record, the effect of the employee's prior performance and disciplinary record, the effect of the employee's activity<sup>6</sup> on municipal operations, employee morale and the efficient operation of Town government, the effect of the employee's activity upon public confidence in Town government, and the past and potential contribution by the employee to the Town service. The decision as to what discipline alternatives are imposed is within the discretion of the Selectboard.

8.2.1. Reprimand – A written statement, signed by the relevant Supervisor and Selectboard, notifying the employee of conduct considered objectionable, actions necessary to improve the situation, and specifying that recurrence of the same or similar activity will result in more severe disciplinary action. The reprimand shall be filed with the employee's personnel records.

8.2.2. Suspension Without Pay – The temporary removal of an employee, by the Selectboard in consultation with the relevant Supervisor, from the performance of job functions for a period ranging from one work day up to but not exceeding thirty (30) work days in any twelve-month period of employment. A suspended employee shall remain on the active roster of regular Town employees for the purposes of the accrual of benefits; however, he/she shall not receive any salary during the period of suspension.

8.2.3. Demotion – The reduction of an employee's rate of pay. Demotion shall be limited to a maximum of ten (10%) percent of an employee's salary within any

consecutive twelve (12) month period of employment.

- 8.2.4. Dismissal – The permanent termination of an employee's working relationship with the Town, subject only to the payment of any accrued earnings or benefits.

### 8.3. Appeals to Disciplinary Actions

An appeal may be taken pursuant to the Superior Court of Windsor County, pursuant to V.R.C.P. 75, in writing, within 30 days of the date of any decision relating to dismissal or discipline.

### 8.4. Grievances and Procedures for Correction

A grievance is an employee complaint or concern. It can involve any condition of employment, the application of a rule, regulation, or policy, or any workplace issue or behavior including, but not limited to complaints of sexual harassment, violations of the American Disabilities Act, or the rules and regulations regarding Smoking in the Workplace. No grievances may be brought for personnel actions relating to position classification, compensation, dismissal, demotion, and/or suspension since Section 8.3 above provides for the employee's sole rights and remedies.

Prompt consideration and equitable adjustment of employee grievances is necessary to insure that the work of the Town is accomplished in an efficient and effective manner. It is the intent of the Town to adjust grievances informally whenever possible.

The following steps will be followed in the case of a grievance by an employee:

- 8.4.1. The employee shall informally discuss the grievance with their Supervisor. If the employee is not satisfied with the resolution of the grievance, he or she may bring a written grievance to the Selectboard within 5 days of the Supervisor's response.
- 8.4.2. If the employee's complaint involves conduct of their Supervisor, the employee may go directly to the Selectboard with the grievance. Discussions of such grievances with the Selectboard shall be in Executive Sessions. The Selectboard will, if the employee desires, designate the Chairman as the person with whom the grievance shall be discussed.
- 8.4.3. The Selectboard may investigate the grievance and may interview all parties. If necessary, or requested by the employee in writing, a hearing may be held on the matter. The method and manner of conducting a hearing relative to grievances shall be at the discretion of the Selectboard.

- 8.4.4. The employee, while appearing before the Selectboard or at a hearing, has the right to be represented by counsel and to present any material, witnesses, or evidence helpful to the employee's case. The Town has similar rights.
- 8.4.5. The Selectboard shall make a decision in writing within fifteen (15) days of receipt of the grievance. The decision of the Selectboard shall be final.

## **9. APPENDICES**

Appendix A - Drug Free Workplace Policy  
Appendix B – Drug & Alcohol Testing Policy  
Appendix C – Equal Employment Opportunity Policy  
Appendix D – Smoke-Free Workplace Policy

## **10. ADOPTION AND AMENDMENT**

### **10.1. Invalidity provision**

The invalidity of any provision of these rules and regulations shall not invalidate any other part.

### **10.2. Amendments**

Amendments to the rules and regulations, inclusive of appendices, shall be by resolution and adoption as set forth in 24 V.S.A. Sec. 1971 – 1976. The Selectboard shall propose such amendments in regular sessions. Copies of any such amendment of these rules and regulations shall be distributed to all employees, and a copy thereof shall be posted in appropriate locations accessible to all Town employees.

### **10.3. Adoption**

These personnel policies and regulations, inclusive of any appendices attached hereto, are hereby adopted as a civil ordinance on this 15th day of June 2004 at the Town of Sharon, County of Windsor, Vermont. The Personnel Regulations dated February 1990 Revision A are hereby amended in their entirety as set forth in this amendment.

A summary of this Ordinance shall be published in the Herald of Randolph and Valley News legal advertisements on or before the 29th day of June 2004 and within 14 days of the date of Adoption.

\_\_\_\_\_ Bob Ferguson, Chairman    Date: June 15, 2004

\_\_\_\_\_ Bill Kitchel, Vice Chair

\_\_\_\_\_ Kevin Blakeman, Clerk

10.4. Effective Date (*Repealed 8/4/09: Effective as Policy 10/4/09*)

This civil ordinance shall become effective August 14, 2004, which is sixty (60) days after its adoption by the Sharon Selectboard. If a petition is filed under 24 V.S.A. Sec. 1973, that statute shall govern the taking effect of this Ordinance.

MEMORANDUM OF MUNICIPAL ACTION was RECORDED on August 14, 2004 at Book 71 Pages 320 in Sharon Land Records.  
Joanne Slater, Sharon Town Clerk