



**PERSONNEL POLICY**

**TOWN OF SHARON VERMONT**

**Effective as of July 1<sup>st</sup>, 2024**

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## **Section 1: TITLE AND AUTHORITY**

This Policy shall be known as the Town of Sharon Personnel Policy. It has been adopted by the Town of Sharon (hereinafter “Town”) Selectboard pursuant to 24 V.S.A. §§ 1121 and 1122.

This Personnel Policy is a guide and may not be construed under any circumstances as a contract or binding agreement. This Policy is not intended, nor does it constitute, a contract or agreement for employment. Except for those town officers who, by law, can only be removed for cause (e.g., town manager, zoning administrator, etc.), employment with the Town of Sharon is *at will* and not for any definite period or succession of periods of time. The Town or the employee may terminate employment at any time, for any lawful reason or no reason at all, with or without notice. Employee discipline or termination is left entirely to the discretion of the Selectboard. A disciplined or terminated employee will have no right to appeal such determination.

This Personnel Policy does not constitute an express or implied contractual modification of employees’ at-will employment arrangement with the Town as employer. Nothing contained in this Policy is intended to be part of the employment relationship; instead, the contents merely represent general statements of Town Policy. Any prior policies or verbal or written assurances of continued employment which could be construed as altering the at-will status of this employment relationship or any other unwritten practices or policies to the contrary are hereby superseded and nullified.

The Selectboard reserves the right to amend any of the provisions of this Personnel Policy for any reason, at any time, with or without notice. The Selectboard also retains the right to modify or amend the terms of employment at any time and for any reason, including unilaterally eliminating a position and thus terminating employment, reducing the work hours for some or all employees due to economic necessity, shortage of work, organizational efficiency, changes in departmental functions, reorganizing or reclassifying positions resulting in the elimination of a position, or for other reasons without limitation.

This Personnel Policy will be administered by the Selectboard.

## **Section 2: PERSONS COVERED**

This Personnel Policy applies to all regular and temporary employees of the Town.

Except by separate written agreement, elected officers and their statutory assistants are not covered by this Policy. Appointed officers, members of Town boards and commissions, volunteers, and persons who provide the Town with services on a contract basis are not covered by this Policy. Additionally, the Baxter Memorial Library Director and Staff are also

not covered by this Policy, as the Baxter Memorial Library Trustees establish a separate personnel policy for Library staff.

For purposes of this Policy:

- A) A Town employee may be defined as either a regular employee or a temporary employee
  - a. A regular employee works on a regular and continuing basis
  - b. A temporary employee is hired to fill a temporary or seasonal position
  
- B) Regular and temporary employees may also be defined as either full-time or part-time.
  - a. Full-time employees work at least 30 hours per week
  - b. Part-time employees work fewer than 30 hours per week

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

### **Section 3: EQUAL EMPLOYMENT OPPORTUNITY**

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

### **Section 4: PROBATIONARY PERIOD**

All new regular employees will be required to complete a six-month probationary period. The purpose of this probationary period is to determine whether the employee is suited for the job. During the probationary period, an employee may be terminated at any time at the sole discretion of the Selectboard. Notwithstanding any other provision of this Policy, an employee terminated during the probationary period will have no right to appeal such termination.

### **Section 5: CONDUCT OF EMPLOYEES**

All employees are considered representatives of the Town and as such are expected to conduct themselves in a courteous, helpful, and respectful manner in all their interactions with the public, other employees, and town officials.

All employees are expected to faithfully execute the duties and responsibilities of their office to the best of their ability.

## **Section 6: CONFLICTS OF INTEREST**

A conflict of interest means a direct or indirect personal or financial interest of an employee or a person or group closely tied with the employee including a close relative, household member, business associate, or employer or employee. A close relative includes a spouse, domestic partners, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, parent-in-law, and sibling-in-law.

Every employee of the Town shall carry out their job in a way that avoids conflicts of interest so that the public trust will be preserved. All decisions made by Town employees shall be made based on the best interests of the community at large rather than the interests of any individual or employee.

An employee shall not participate in any official action if the employee has a conflict of interest in the matter under consideration. An employee shall not personally, or through any member of their household, business associate, employer, or employee, represent, appear for, or negotiate in a private capacity on behalf of any person or organization in a cause, proceeding, application or other matter pending before the Town.

An employee shall not use resources not available to the public, including but not limited to Town staff time, equipment, supplies, or facilities for private gain or personal purposes.

An employee may accept a nominal gift or gratuity in connection with an action associated with their official duties on behalf of the Town with an estimated monetary value not exceeding \$20 once per calendar year, with the understanding that employees may not directly or indirectly ask, demand, exact, solicit, accept or receive any gift, gratuity, act or promise beneficial to that individual, or another, which could influence any action or inaction associated with their official duties on behalf of the Town, or create the appearance of impropriety in connection with any actions or inactions associated with their official duties on behalf of the Town. Nor shall any employee authorized to procure or to recommend procurement of materials, supplies or services, directly or indirectly, ask, demand, exact, solicit, seek, accept, receive or agree to receive for the employee or another person, any benefit or benefits from the person providing or soliciting the provision of such materials, supplies or services with the exception of items of a de minimus nature valued \$20 or less (such as vendor booth “freebies”). An employee may attend a hosted meal when it is provided in conjunction with a meeting directly related to the conduct of Town business or where official attendance is appropriate. An employee may accept an award publicly presented in recognition of public service.

## **Section 7: HOURS OF SERVICE**

The standard workday shall be job dependent as defined by the Selectboard. The standard workday may vary from winter to summer seasons.

Regular work hours may be adjusted, and employees may be expected to work additional hours that may exceed forty hours in a given week, as circumstances require.

All road crew employees are required to be available for work on an on-call basis, especially during the winter months. All Town employees are required to be available for work should there be an emergency, weather-related or otherwise.

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

### **Section 8: OUTSIDE EMPLOYMENT**

The primary occupation of all full-time employees shall be with the Town. Employees may not engage in any outside business activities during their normal working hours. Employees are prohibited from undertaking outside employment that interferes with their job performance or constitutes a conflict of interest, as defined in Section 5 of this Policy.

Prior to accepting any outside employment, employees will disclose their intent to do so in writing and obtain prior approval from the Selectboard that such employment does not constitute a conflict of interest.

### **Section 9: POLITICAL ACTIVITY**

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

This Personnel Policy is not to be construed to prevent employees from becoming or continuing to be members of any political party or organization, from attending political party or organization meetings or events, or from expressing their views on political matters, so long as: 1) these views are clearly articulated as being those of the individual and not of the Town, 2) these activities do not interfere with the individual's ability to effectively perform their duties, and 3) these activities 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 10: NEPOTISM**

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

A close relative includes a spouse, domestic partner, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, parent-in-law, and sibling-in-law.

## **Section 11: DRUG AND ALCOHOL USE**

The Town maintains a drug-free workplace and workforce. The use of alcohol or illegal drugs and the abuse of prescription drugs are not tolerated in the workplace or at work-related events.

As a Town employee, you are prohibited from working, or presenting yourself for work, while under the influence, or severe aftereffects, of illegal drugs, controlled substances, and/or alcohol.

This Policy is designed to promote our goal of providing a safe, healthy, and productive work environment. This Policy covers all employees, including drivers and other employees who are also subject to drug testing programs performed in accordance with Federal Department of Transportation (DOT) requirements.

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

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

Any employee who works on a federal grant and is convicted of a criminal drug statute must notify the Human Resources manager Lucy Pierpont in writing of the conviction and must do so no more than five (5) calendar days after the conviction.

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

The improper use of prescribed drugs is also prohibited. An employee who is taking prescribed drugs as prescribed and whose ability to safely perform their job responsibilities is affected by the prescribed drug may be relieved of their duties at the discretion of their supervisor until cleared by a licensed medical provider to return to work.

In addition to this Policy, employees who operate commercial motor vehicles (CMVs) for the Town are also subject to the provisions of the Town's CMV Drug and Alcohol Policy.

## **Section 12: TOBACCO USE**

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

## **Section 13: PERFORMANCE EVALUATIONS**

Employees may be provided job performance evaluations at such times and in such a manner as the Selectboard deems reasonable. The results of such evaluations will be discussed with the employee, the employee's supervisor, and the Selectboard and will become a part of the employee's personnel file.

## **Section 14: PERSONNEL RECORDS**

Personnel records will be maintained for each employee of the Town. In accordance with Vermont's Public Records Act, any employee or the employee's designated representative may inspect or copy their personnel file at a mutually agreeable time during regular office hours. The Town reserves the right to have its representative present at the time its files are examined or copied.



## **Section 15: USE OF TOWN EQUIPMENT**

Except as provided in Section 15, the use of Town equipment or property for personal use is prohibited. Employees should have no expectation of privacy regarding anything stored in or on Town-owned property or Town-owned equipment, including but not limited to desks, filing cabinets, lockers, and vehicles. Employees should expect that such areas are subject to search at any time to retrieve work-related materials or to investigate suspected violations of workplace rules.

## **Section 16: USE OF TOWN COMPUTER SYSTEM**

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

The Town provides electronic communications systems for use in carrying out its business. All communication and information transmitted by, received from, or stored in these systems are the property of the Town and as such are intended to be used for job-related purposes only. Data and information on the system belongs to the Town and will not be deemed personal. Town employees should avoid conducting Town business using their personal computer, device, or account unless authorized by the Town. 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 performance of their job duties and responsibilities.

Employees should have no expectation of privacy or confidentiality regarding anything created, sent, or received on the Town computer system whether they have been assigned a confidential password or not. The Town reserves the right to monitor at any time its computer system and data without notice. All files, documents, data, and other electronic messages created, received, or stored on the Town computer system are open to review and regulation by the Town and may be subject to the provisions of Vermont's Public Records Act.

Employees shall not introduce software from any outside source on the Town's computer system without prior, written authorization from their supervisor. Only legally licensed software may be installed on the Town's computers. Employees are prohibited from introducing software from any outside source on the Town's computer system without explicit prior authorization from their supervisor. Employees may be held responsible for any damage caused by using unauthorized software or viruses they introduce into the

Town computer system. Virus protection software shall not be removed or disabled. Employees must follow Town guidelines for scanning all incoming communications and media.

Employees who have a confidential password to access the Town's computer system, or to access any Town-sponsored computer networks, or software-as-a-service, shall provide access to the Selectboard Chair upon request.

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

- Communications that disrupt the workplace, are discriminatory, harassing, or threatening;
- Communications of sexually explicit images or messages;
- Transmission of non-work-related communications, including chain letters or solicitations for personal gain, commercial or investment ventures, religious or political materials, or other non-work-related materials or solicitations;
- Accessing Internet resources for personal use, including websites and news groups, that are disruptive to the workplace;
- Unauthorized disclosures. Unauthorized disclosures include disclosures of non-public information, unless the disclosure is authorized by law, and the dissemination of confidential, proprietary, or privileged information;
- Any other use that may compromise the integrity of the Town and its business.

Nothing in this Policy will be interpreted or applied in a manner that interferes with employee rights to organize, form, join, or assist labor organizations, to bargain collectively through representatives of their choosing to the extent allowed by law, or to engage in other concerted activities for the purpose of addressing the terms and conditions of employment.

### **Section 17: PUBLIC RECORDS**

Any written or recorded information that is produced or acquired by a Town employee in the course of Town business is a public record, subject to Vermont's Public Records Act and may be covered by the State of Vermont's retention rules and disposition schedules for municipal records. Although the Town discourages the use of personal computers, devices, or accounts to conduct Town business (see Section 15, above), the use of a personal computer, device, or account does not prevent an otherwise public record from being subject to public inspection and copying.

In the uncommon event that an employee uses their personal computer, device, or account to conduct Town business, the record created, sent, or received should be

forwarded by the employee to the employee's Town computer system, or otherwise captured and retained as a Town record.

All employees are required to respond in the manner prescribed by Vermont's Public Records Act regardless of where a Town public record may be stored. All employees must provide any Town public records stored in their personal computers, devices, or accounts that are responsive to a public records request.

### **Section 18: TRAVEL**

If an employee is required to travel while performing official duties on behalf of the Town, the Town will pay for travel expenses as defined below:

- Personal Car Mileage reimbursed at the standard mileage rate published by the IRS.
- Meals and Incidentals will be reimbursed according to the US General Services Administration per diem rates. Alcohol is not eligible for reimbursement.
- Lodging expenses must be approved in advance by the Selectboard. Room service is not eligible for reimbursement.

Employees must submit receipts and record of mileage for expenses to be eligible for reimbursement.

### **Section 19: ELIGIBILITY FOR BENEFITS**

The Town offers group insurance and other benefit programs to eligible full-time regular employees and full-time elected officials. Details about those benefits, as they exist on the date of hire or election, will be made available through Human Resources.

The Town reserves the right to change insurance carriers, or to add, delete, or amend insurance or other benefit programs at any time in its sole discretion. The Town also reserves the right to change the amount or percentage of its contribution to the cost of any group health insurance program. The Town will endeavor to provide employees with advance notice of any change in the contribution rate.

The Town carries Worker's Compensation Insurance as required by law. Due to the complicated application of how Worker's Compensation coverage is administered, we ask that you direct questions regarding the Town's Worker's Compensation coverage to the Human Resources Manager.

## **Section 20: HOLIDAY LEAVE**

### **Official Holidays**

The Town of Sharon's official holidays include:

- New Year's Day (January 1<sup>st</sup>)
- Martin Luther King, Jr.'s Birthday (3<sup>rd</sup> Monday in January)
- Presidents' Day (3<sup>rd</sup> Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth National Freedom Day (3<sup>rd</sup> Saturday in June)
- Independence Day (July 4<sup>th</sup>)
- Labor Day (1<sup>st</sup> Monday in September)
- Indigenous Peoples' Day (second Monday in October)
- Veterans' Day (November 11<sup>th</sup>)
- Thanksgiving (4<sup>th</sup> Thursday and Friday in November)
- Christmas Day (December 25<sup>th</sup>)

Regular employees are eligible to receive holiday leave pay based on the number of hours in the employee's typical workday on which the holiday falls. Employees will receive holiday leave at the employee's regular pay rate.

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.

The Town may require employees to work on a holiday if it is deemed necessary, for a local emergency for example. Nonexempt employees eligible for holiday pay who must work on a municipal holiday will be paid one and a half times the regular pay rate.

### **Floating Holidays**

The Floating Holiday Policy allows employees the flexibility to observe a holiday of personal significance by substituting one of the official holidays. This policy aims to accommodate diverse cultural, religious, and personal needs while maintaining operational efficiency.

All regular employees are eligible for a floating holiday. Employees are permitted to substitute one company-designated holiday with a floating holiday of their choice, subject to the guidelines outlined below.

Eligible employees are permitted to substitute an official holiday with a floating holiday of their choice once per fiscal year, subject to the guidelines outlined below.

## **Procedure for Floating Holidays**

- Employees must provide a minimum of two weeks' advance notice in writing to their immediate supervisor when requesting to substitute an official holiday with a floating holiday. The supervisor will review the request and respond within five business days. Once approved, the employee should adjust any work plans as necessary.
- Approval of the floating holiday request is subject to operational requirements and the discretion of the employee's supervisor. Approval will not be unreasonably withheld.
- A floating holiday is granted only once per fiscal year (July 1 – June 30). Unused floating holidays do not carry over to the next fiscal year and will be forfeited. There is no cash value for unused floating holidays.
- Nonexempt employees eligible for holiday pay who must work on a scheduled floating holiday will be paid one and a half times the regular pay rate.

Employees are encouraged to plan their floating holidays in advance to ensure minimal disruption to team operations.

Managers are responsible for maintaining adequate staffing levels and may limit the number of employees taking a floating holiday on the same day.

Human Resources will maintain records of all approved floating holiday requests.

## **Section 21: VACATION LEAVE**

The Town of Sharon believes vacation is an important component of employee wellbeing, and the Town encourages use of vacation time. As such, payment in lieu of vacation time is not authorized. Eligible employees will receive vacation leave pay at the same rate as the employee's regular pay rate.

Regular employees are eligible for vacation leave as defined in the section below. Temporary or seasonal employees are not eligible for vacation leave.

1. Regular employees working 30 or more hours are eligible to accrue vacation leave at the following rates:

<b>Years of Service</b>	<b>Annual Accrual Rate</b>
First year	5 days
After 1 year	10 days
After 3 years	15 days
After 5 years	20 days
After 10 years	25 days

2. Regular employees scheduled to work fewer than 30 hours but at least 20 hours per week will accrue prorated annual vacation leave. Prorated annual vacation leave will be calculated using the 30-hour week annual accrual rate as the basis for proration.

Vacation leave accrual begins on the date of hire and is accrued on a bi-weekly basis.

An increase in the annual rate of accrual of vacation time will occur on the anniversary of the date of hire.

Vacation leave must be taken in at least one-hour increments.

After the first year of employment, full-time employees must take at least five days' vacation during each calendar year of employment.

Requests for vacation should be submitted to the employee's supervisor two weeks in advance. Employees shall give 30 days' notice in advance of vacation of more than two weeks in duration. This notice requirement may be waived at the discretion of the Selectboard and/or the employee's supervisor.

If an employee uses at least five days of vacation leave but does not use all their remaining accrued vacation leave in one year, the employee may carry unused, accrued vacation leave forward to the next year up to a maximum of 200 hours of vacation.

Any unused, accrued vacation leave that exceeds 200 hours as of the first pay period of January of each year will be forfeited and no compensation will be paid for the forfeited time.

An employee who resigns from employment will be compensated for unused, accrued vacation leave at the employee's regular pay rate.

## **Section 22: SICK LEAVE**

### Definition of Sick Leave

As per 21 V.S.A. §481

For the purposes of this section of the Personnel Policy, the following definition shall apply: “eligible employee” means an employee or an elected official who has executed an agreement with the Town who: (a) is age 18 or older; (b) works an average of 18 or more hours per week during the year; and (c) is expected to work more than 20 weeks in a 12-month period.

This definition does not include an individual who: (i) works on a per diem or intermittent basis; (ii) works only when he or she indicates that he or she is available to work; (iii) is under no obligation to work for the Town; and (iv) has no expectation of continuing employment with the Town.

### Earned Sick Leave

Eligible employees will earn 1.5 hours of paid sick leave for every 40 hours worked by that employee. Such leave will accrue to the employee based on actual hours worked by that employee.

### Accrual Limit

The maximum limit of sick leave hours that may be accrued is 200 hours.

### Use of Paid Sick Leave

Eligible employees may use paid sick leave in increments no smaller than one hour.

An employee may use sick leave for the purposes below:

- The employee is ill or injured.
- The employee obtains professional diagnostic, preventive, routine, or therapeutic health care.
- The employee cares for a sick or injured parent, grandparent, spouse, 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 their 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.

Employees are encouraged to provide notice as soon as practicable of the intent to use earned sick time and the expected duration of the employee's absence. Employees are encouraged to make reasonable efforts to avoid scheduling routine or preventive health care or other appointments during regular work hours.

Compensation for use of paid leave will be at the employee's regular pay rate.

Newly hired employees eligible to earn sick leave will begin to accrue and may use sick leave beginning on the first day of employment.

#### Carryover of Sick Leave

If an employee does not use all the employee's accrued sick leave in a 12-month period, the accrued, unused sick leave carries over into the next 12-month period. The maximum carryover is 200 hours of sick leave. Any employee with accumulated leave accrued over 200 hours shall receive a payout of \$15 per eight hours of sick leave above and beyond 200 hours.

#### Compensation at Time of Separation from Employment

Any employee with accumulated sick leave shall receive a payout at a rate of \$15 per eight hours at the time of separation.

### **Section 23: BEREAVEMENT LEAVE**

Full-time regular employees may be provided with a up to 3 days paid bereavement leave days related to the death of a close family member, domestic partner, or member of an employee's household. The exact amount of time off depends upon the circumstances and is subject to supervisor/Selectboard approval. For purposes of this section of the Personnel Policy, "close family member" is defined as the following: spouse, domestic partner, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt, uncle, niece, nephew, parent-in-law, or sibling-in-law.

If additional time off is needed, or if time off is needed for the funeral of a friend or a relative who is not included above, the employee's supervisor or Selectboard may grant, on a case-by-case basis, the use of a reasonable amount of accrued sick leave, if available, or unpaid leave, if unavailable. 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 the employee's family, and the employee's level of responsibility in making funeral or other arrangements.

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

#### **Section 24: CRIME VICTIM LEAVE**

In accordance with 21 V.S.A. § 472c, employees who have been employed continuously for a period of six months for an average of 20 hours per week and who are crime victims may be entitled to take unpaid leave for the purpose of attending a deposition or court proceeding related to:

- a criminal proceeding when the employee has a legal right or obligation to appear at the proceeding.
- a relief from abuse, neglect, or exploitation hearing when the employee is the plaintiff; or
- hearings concerning an order against stalking or sexual assault when the employee seeks the order as plaintiff.

A "crime victim" is a person who has:

- obtained a relief from abuse order against a family or household member;
- obtained a court order against stalking or sexual assault;
- obtained a court order against abuse of a vulnerable adult; or
- sustained physical, emotional, or financial injury as the direct result of the commission or attempted commission of a crime or act of delinquency and is identified as a crime victim in an affidavit filed by law enforcement official with a prosecuting attorney. This includes the victim's child, foster child, parent, spouse, stepchild, or ward of the victim who lives with the victim, or a parent of the victim's spouse, provided that the individual is not identified in the affidavit as the defendant.

At the employee's option, accrued sick leave, vacation leave, or any other accrued paid leave may be used.

#### **Section 25: LEAVE OF ABSENCE WITHOUT PAY**

Requests for a leave of absence without pay for any reason, other than those covered by federal or state law, must be submitted in writing to the employee's supervisor and must set forth the purpose for which the leave is requested. All leave requests must be for a definite period and include a specified date of return. Approval for such leave requests are subject to the sole discretion of the Selectboard.

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

share of the premium normally deducted from their pay in accordance with the payment schedule established by the Town for up to twelve (12) weeks. Other employee benefits (e.g., sick leave, vacation, seniority, etc.) will not accrue during an unpaid leave period that exceeds 3 days.

### **Section 26: MILITARY LEAVE**

Employees who take military leave subject to the provisions 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. will be granted leave without pay. At the employee's option, any paid vacation leave accrued prior to its commencement may be used.

### **Section 26: CIVIL DUTY AND JURY LEAVE**

All employees entitled to vote in national, state, and municipal elections shall, when necessary, be allowed sufficient time off with pay to exercise this right. Employees are permitted unpaid leave from employment to attend their Annual Meeting so long as the leave does not interfere with the essential operation of the Town. Approval of such leaves shall be made by the employee's supervisor. Requests to attend the annual town meeting must be made seven (7) days prior to the date of the town meeting.

Employees subpoenaed to serve as jurors or witnesses will not be compensated by the Town for their service as jurors or witnesses unless their testimony is related to their status as a Town employee. 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 pay rate and their compensation as a witness. The Town will pay the difference only when the employees' regular pay rate exceeds their compensation as a witness.

### **Section 27: OVERTIME**

In accordance with the federal Fair Labor Standards Act (FLSA), the Town compensates nonexempt employees at the rate of one and one-half hours for each hour worked more than forty hours in any workweek. For this policy's purposes, holidays, sick time, and vacation days will count as hours worked for calculating overtime or compensatory time eligibility.

## **Section 28: EMPLOYMENT HARASSMENT AND DISCRIMINATION**

It is the policy of the Town of Sharon to provide equal employment opportunity to all persons based on individual merit, competence, and need. The Town does not discriminate against employees or applicants for employment on any legally recognized basis including, but not limited to race, color, religion, sex, sexual orientation, age, national origin, marital status, disability, veteran status, ancestry, pregnancy, gender identity, HIV status, place of birth, or any other recognized basis under local, state, or federal law (“Protected Bases”). This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, training, compensation, layoff, and termination.

All employees, including supervisors, department heads, and elected officials are required to abide by this policy.

Harassment of one employee by another employee or by a supervisor is prohibited. Harassment means unwelcome conduct that is based on any of these Protected Bases. An employee who commits harassment will be subject to discipline up to and including immediate dismissal. Examples of harassment may include, but are not limited to offensive jokes, gestures, slurs, epithets, or name calling, physical threats, intimidation, ridicule or mockery, insults or put downs, and includes offensive objects, pictures, or written materials.

Simple teasing, offhand comments, or isolated incidents that are not very serious are not illegal. To be unlawful, the conduct must be so frequent or severe that it creates a hostile or offensive work environment or results in an adverse employment decision (such as the victim being fired or demoted).

Any employee who believes they have been subjected to harassment, or to retaliation for having brought or cooperated with a complaint or an investigation of harassment, should report it promptly to either or the Selectboard Chair:

Lucy Pierpont  
15 School Street  
Sharon, VT 05065  
Email: [financemgr@sharonvt.net](mailto:financemgr@sharonvt.net)  
Tel: (802) 763-8268 ext. 8

Nicola Shipman  
15 School Street  
Sharon, VT 05065  
Email: [Selectboard@sharonvt.net](mailto:Selectboard@sharonvt.net)  
Tel: (802) 760-8268 ext. 4

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

- Civil Rights Unit  
Vermont Attorney General's Office  
109 State Street  
Montpelier, VT 05609-1001  
Email: [ago.civilrights@vermont.gov](mailto:ago.civilrights@vermont.gov)  
Telephone: 802.828.3657  
888.745.9195 (Toll Free VT)
- U.S. Equal Employment Opportunity Commission (EEOC)  
JFK Federal Building  
15 New Sudbury Street, Room 475  
Boston, MA 02203-0506  
Website: [www.eeoc.gov](http://www.eeoc.gov)  
Telephone: 800.669.4000  
800-669-6820 (TTY)  
844-234-5122 (ASL Video)

If the Town receives a complaint of harassment or discrimination or has reason to believe that harassment or discrimination has occurred, it shall promptly, thoroughly, and impartially investigate the matter. Investigations will be conducted in a confidential and discrete manner to the extent possible and complaints will be disclosed only to those people necessary to thoroughly investigate and address the matter. If a violation of this policy is found to have occurred, corrective action will be taken, and the offending employee shall be subject to discipline including but not limited to dismissal from employment.

## **Section 29: SEXUAL HARASSMENT**

It is the policy of the Town to promote a workplace that is free of sexual harassment. Sexual harassment in the workplace is unlawful under state and federal law and will not be tolerated by any employee, whether male or female. A copy of this policy will be provided to all employees and elected or appointed officials. Additional copies are available in the Town Office.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, written, physical, and nonphysical conduct of a sexual nature when:

- Submission to such 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 basis for employment decisions affecting that individual, including but not limited to placement, promotion, training, or compensation; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may be indirect or even unintentional and may include off-duty conduct that affects an employee's working environment. Examples of sexual harassment may include, but are not limited to, coercion of sexual relations, touching or grabbing an employee's body parts, and sexually offensive comments, name-calling, jokes, gestures, innuendos, and other unwelcome sexually oriented statements. Employees of the Town are prohibited from bringing into the workplace or otherwise displaying any written materials or images that may be considered sexually suggestive or offensive in nature. Sexual harassment can also include offensive remarks about a person's sex, such as a man making offensive comments about women in general, vice versa, or a person who makes offensive comments about a person who is transgender.

Retaliation against an employee who complains in good faith about having been subjected to sexual harassment, or who cooperates in an investigation of sexual harassment, is a violation of this policy. Retaliation is a recognized form of harassment and will be handled in the same manner as other forms of harassment under this policy.

If you believe you have been subjected to sexual harassment, or retaliation for having brought or supported a complaint of sexual harassment, you are encouraged but not required to directly inform the offending person or persons that such conduct is offensive and must stop. If you do not wish to communicate directly with the alleged harasser or harassers, or if such direct communications have been ineffective, then you should immediately report the matter to your supervisor. If reporting to a supervisor is not possible, then a report should be made to either or the Selectboard Chair:

Lucy Pierpont  
15 School Street Sharon, VT 05065  
Email: [financemgr@sharonvt.net](mailto:financemgr@sharonvt.net)  
Tel: (802) 763-8268 ext. 8

Nicola Shipman  
15 School Street  
Sharon, VT 05065  
Email: [Selectboard@sharonvt.net](mailto:Selectboard@sharonvt.net)  
Tel: (802) 760-8268 ext. 4

For any complaint of harassment or discrimination, if possible, because it is helpful to the investigation, the employee is encouraged to keep a diary of events and to record the names of people who witnessed or were told of the harassment. Upon request, reasonable accommodations will be made for persons with disabilities who need assistance with filing or pursuing a complaint under either the anti-discrimination or sexual harassment policies.

Complaints regarding sexual harassment or retaliation may also be filed with the following state and federal agencies:

- Civil Rights Unit  
Vermont Attorney General's Office  
109 State Street  
Montpelier, VT 05609-1001  
Email: [ago.civilrights@vermont.gov](mailto:ago.civilrights@vermont.gov)  
Telephone: 802.828.3657  
888.745.9195 (Toll Free VT)
- U.S. Equal Employment Opportunity Commission (EEOC)  
JFK Federal Building  
15 New Sudbury Street, Room 475  
Boston, MA 02203-0506  
Website: [www.eeoc.gov](http://www.eeoc.gov)  
Telephone: 800.669.4000  
800-669-6820 (TTY)  
844-234-5122 (ASL Video)

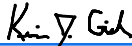
These agencies may conduct impartial investigations, facilitate conciliation, and if they find that there is probable cause or reasonable grounds to believe that sexual harassment occurred, they may file a complaint in court.


If the Town receives a complaint of sexual harassment or has reason to believe that sexual harassment has occurred, it will take all steps necessary to ensure that the matter is promptly investigated and addressed. Investigations will be conducted in a confidential and discrete manner to the extent possible and complaints will be disclosed only to those people necessary to thoroughly investigate and address the matter. The Town is required by law to act if it learns of potential sexual harassment, even if the person subjected to the harassment does not wish to file a complaint. Supervisors and Department Heads are responsible for promptly responding to any complaint or suspected incidents of sexual harassment, and for notifying the Selectboard Chair. If a violation of this policy is found to have occurred, corrective action will be taken, and the offending employee shall be subject to discipline including but not limited to dismissal from employment. If the complainant is


dissatisfied with the actions taken by the Town, they may file a complaint with the state or federal agencies identified above.

**ADOPTED** this 3rd day of June, 2024.

**SIGNATURES of SELECTBOARD:**

  
\_\_\_\_\_  
Kevin J Gish (Jun 4, 2024 14:35 EDT)

  
\_\_\_\_\_  
Scott Henkels (Jun 4, 2024 13:46 EDT)

  
\_\_\_\_\_  
Sarah Pfeiffer (Jun 10, 2024 15:12 EDT)

**ADDENDUM A: Acknowledgement and Receipt of Personnel Policy**

I, \_\_\_\_\_, acknowledge that:

- A. I received a copy of the Town of Sharon’s Personnel Policy on \_\_\_\_\_ and understand it is my responsibility read it and 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 unless otherwise provided by contract or statute, my employment with the Town is terminable at-will, meaning at any time and for any lawful reason or no reason, regardless of the length of my employment or the granting of benefits of any kind.
- D. I understand that the description of benefits in this policy and Addendum are not contractual in nature and do not guarantee any continuance of benefits.
- E. I understand that this Policy replaces all prior versions, and that the Selectboard reserves the right, at its sole discretion, to add, amend, or discontinue any of the provisions of this Policy for any reason or none at all, in whole or in part, at any time, with or without notice.
- F. I understand that my signature below indicates that I have read and understand the statements above and that it is my responsibility to adhere to the policies contained within the Personnel Policy, including but not limited to those policies concerning equal employment opportunities, and those prohibiting discrimination and sexual or other harassment.
- G. I understand that this Acknowledgment and Receipt will be placed in my personnel record.

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name (Print)














# TOWN OF Sharon Personnel Policy

Final Audit Report

2024-06-10

Created:	2024-06-04
By:	Nicola Shipman (selectboard@sharonvt.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbrkY-m1du8GE9CUcl2q2mgN4DLBLLyOm

## "TOWN OF Sharon Personnel Policy" History

-  Document created by Nicola Shipman (selectboard@sharonvt.net)  
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-  Document emailed to Kevin Gish (kgish@sharonvt.net) for signature  
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✔ Agreement completed.

2024-06-10 - 7:12:18 PM GMT