

Town of Williston Personnel Policy



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Forward

Welcome to the Town of Williston! Our Town is dedicated to providing economical and high quality municipal services to the citizens of our community. We are depending on you, as an employee, to help us continue to provide these quality services. The best way to accomplish this goal is working together with mutual respect and friendly cooperation.

The Town of Williston believes that employees are our greatest asset and most important investment. We strive to provide a safe, pleasant, and enjoyable atmosphere in which to work, and one in which the skills, abilities and creativity of individual employees can flourish. We attempt to provide outstanding incentives and rewards in the form of monetary compensation, fringe benefits, pleasant working conditions, and flexibility in meeting the needs of employees within the context of serving the community. Our ultimate goal is to provide an outstanding place to work and an organization that consistently provides excellent services to the community.

Our employees are important to us. It is also important that employees recognize their commitment to providing service to the community, and be prepared to provide services in the most effective, efficient, and courteous manner possible. Employees should work together as a team, both within individual departments and among the various departments. Please read this Policy Manual carefully. Feel free to offer suggestions, comments, and ideas as to how it might be improved. Thank you for your dedication to the organization and the community!

PERSONNEL POLICY

1. INTRODUCTION

1.1. Purpose

The purpose of this Personnel Policy is to inform employees of personnel guidelines of the Town of Williston, to establish effective communication between Town employees and management, 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 Department Head or the Town Manager 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.

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 Williston is not for any definite period 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. Management Rights

- 1.5.1. This section shall apply to all employees unless otherwise provided for in an existing collective bargaining agreement.
- 1.5.2. Except as expressly modified or restricted by a specific provision of this Policy, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively to the Employer, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work services; to subcontract, contract out, close down, or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Employer; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Employer; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the Employer's employees.
- 1.5.3. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Policy.

1.6. 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 collective bargaining agreements. This policy, including Appendices, supersedes and cancels all previous policies, verbal or written or based upon alleged past practices.

1.7. Individuals Covered

Except as provided elsewhere in this document, these regulations cover all regular full-time, part-time, temporary part-time and probationary employees of the Town including employees appointed by the Selectboard and employees who work at the Library. These regulations shall not cover employees covered by collective bargaining agreements, elected officers, officers appointed by the Selectboard, members of Town Boards and Commissions, volunteer rescue persons or any person who serves the Town without regular compensation, unless otherwise specified.

1.8. Administrative Responsibility

The Town Manager has primary responsibility for administering these rules and regulations; however, each Department Head shall be responsible for the administration of these regulations in respect to employees of his/her department.

1.9. Types of Appointments

- 1.9.1. 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”.
- 1.9.2. Temporary/Seasonal - A full or part-time employee who is appointed to a position for a limited time period not to exceed six months of continuous service. Temporary employees receive no benefits beyond those required by law.
- 1.9.3. Full-Time - A regular full-time employee works on a continuing basis a minimum of 30 hours per week, or as defined by the Town Manager and Selectboard. For definition purposes, this shall also include the Town Clerk/Town Treasurer. The full-time employee is subject to all rules and regulations and receives all benefits and rights as provided by this Personnel Policy except where noted.

- 1.9.4. Part-Time - Employees who work on a continuing basis less than 30 hours per week. Employees working less than 20 hours per week receive no benefits beyond those required by law.
 - 1.9.5. On-call/Substitute - Employees who work on an as needed or as required basis. On-call/substitute employees receive no benefits beyond those required by law.
 - 1.9.6. Department Head - Full-time employee defined by the Town Manager and/or Selectboard as head of a Town Department.
 - 1.9.7. Town clerk/treasurer office employees – the positions which exclusively serve the town clerk/treasurer functions including the assistant town clerk and the assistant town treasurer serve at the will of the town clerk or town treasurer respectively as provided for in 24 v.s.a. § 1573 and 24 v.s.a. § 1170. Section 7 (*GROUNDS FOR DISCIPLINARY ACTION*) of these rules do not therefore apply to these employees.
- 1.10. Definitions
- Unless otherwise provided, the following definitions shall apply to these rules and regulations:
- 1.10.1. Abandonment - The unexplained and unexcused absence of an employee for three (3) consecutive work days.
 - 1.10.2. Customary Hourly Rate - An employee's salary divided by 52 weeks and then divided by the customary hours worked.
 - 1.10.3. Immediate Family - Any employee's spouse, civil union partner, domestic partner, mother, father, sister, brother, daughter, son, grandparents, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law.
 - 1.10.4. Pay Period - The two week period beginning on Saturday, ending on the second following Friday.
 - 1.10.5. Personal Interest - An interest which arises from family, business or political association, whether or not any financial interest is involved.
 - 1.10.6. Work Period - Shall consist of eighty (80) hours within a period of fourteen (14) consecutive calendar days.

1.10.7. Work Day - The standard work day is an eight or ten hour period with a one-half hour unpaid lunch break. Dispatchers, public safety support staff, and Library employees who work an eight hour shift, are entitled to a half hour paid lunch break during the shift. These employees must be available during their lunch break for work, as needed. However, in accordance with Vermont law, such employees must be allowed reasonable opportunities for meal and bathroom breaks.

2. EMPLOYMENT POLICIES

2.1. Equal Employment Opportunities

The Town is dedicated to a policy against discrimination on the basis of age, race, color, religion, sex, place of birth, political affiliation, national origin, ancestry or sexual orientation, or against a qualified individual with a disability, or any other category protected by state or federal law in relation to all employment activities, included but not limited to, recruitment, hiring, promotion, demotion, transfer, discipline, layoff, termination, compensation and training. The Town will not interfere with employee's exercise of rights protected by the Vermont Fair Employment Practices Act.

Consistent with the ADA 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 any vacancy occurs or is anticipated in any Town position except for town clerk/treasurer appointees, the Department Head shall, as soon as practicable, notify the Town Manager of that vacancy. At the time of providing said notice, the Department Head may suggest, as he or she deems necessary, the elimination of the vacant position, filling of the vacancy by promotion, or changing the position and revising the relevant job description.

Whenever a Department Head desires to create and fill a new position, he/she may submit to the Town Manager a proposed job description (including suggested pay rate) together with a written statement substantiating the need for the proposed position. No new position will be established without prior approval by the Town Manager and the Selectboard.

2.3. Transfers/Promotions

The Town Manager shall have the authority to transfer or promote a person to a different position without advertising.

2.4. Advertising and Application

Whenever the Town Manager deems appropriate, he/she may publicly advertise any vacancy. Such advertisement should include title of position, hiring range, date of availability, and brief description of necessary skills and duties to be performed. Prior to filling any position, a notice of vacancy shall be posted in appropriate locations accessible to all Town employees.

All applications for employment shall be in a form as prescribed by the Town Manager. Said form shall include information concerning the applicant's identity, work experience, references and any other matter deemed relevant by the Town Manager. Any material false statement shall be grounds for rejection of any application or dismissal from the Town's service.

2.5. Written employment applications may be rejected from any applicant:

- 2.5.1. Whose application clearly indicates that minimum qualifications required are not fulfilled.
- 2.5.2. Whose employment has been terminated from a department of the Town.
- 2.5.3. Who has practiced or attempted fraud or deception in any statement of fact pertinent to the application.

2.6. Appointment

All appointments shall be subject to a six (6) month probationary period, with the exception of firefighter/EMT's who shall be subject to a one (1) year probationary period. Benefits shall be limited to those specifically provided for probationary employees in Section 4 (*EMPLOYEE BENEFITS*) below. Probationary employees will be subject to a formal evaluation prior to completion of their probationary period. The lack of a formal evaluation does not affect Management's ability to exercise its rights under the At Will doctrine.

2.7. Performance Review

All employees of the Town shall be subject to and participate in an annual review of their job performance, using a standardized evaluation form prepared by the Town. The results of this review may be the basis for any merit pay increases awarded in the year of the review.

2.8. Promotions

Every non-probationary employee shall be eligible for promotion or transfer. All transfers and promotions shall be evaluated after a six-month period.

2.9. Resignation

Any employee may resign at any time by submitting a written letter of resignation to the Department Head and the Town Manager. The employee will be asked to provide the Town with a two-weeks notice.

2.10. Layoff

Any Town employee may be laid off whenever it is necessary to reduce the number of employees in any department because of change in the function or organization of a department, financial restrictions, changes in work demands, elimination of job categories, or for reasons deemed appropriate by the Town Manager and Selectboard. 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 only determining factor regarding layoff upon receipt by the Town Manager of a written recommendation submitted by the relevant Department Head as specified below. The decision of the Town Manager is final.

2.10.1. The special contributions, skills, and performance of a less senior department employee.

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

2.11. Recall

Recall shall be in reverse order of any layoffs. In the event that a laid off Town employee is unable to find other employment, the Town shall allow him/her 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. Termination

Upon an employee's termination of service with the Town, an employee shall be reimbursed for accrued but unexercised compensatory time and vacation time as provided for in Section 3 (*COMPENSATION*). In addition, the Town will reimburse employees hired before June 30, 1992 up to 20 days of accrued sick leave, if available.

Reimbursement shall be at the rate of pay equal to the average daily wage during the final twelve (12) months of employment. Any payment due to 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 payment for completed work week and for total accrued vacation and available and allowed sick leave up to 20 days, and compensatory time allowed.

2.13. Residency

In order to assure a prompt and timely response to duty, the Police Chief and all regular employees of the Public Works Department shall reside within twenty-five (25) road miles of their principal place of employment by the Town within six (6) months of their employment. The six months may be extended for another six months upon written request to the Town Manager. Existing employees who reside beyond 25 road miles as of June 1, 1998 are exempt.

2.14. Remote Work Arrangements

Town employees may be permitted to work remotely from time to time at the discretion of the Town Manager. The Town Manager will consider the reasons for the remote work request and its requested duration, the staffing and other needs of the Town and the nature of the work being performed. Such arrangements may be adjusted at the Manager's discretion at any time and from time to time.

3. COMPENSATION

3.1. Preparation

To the greatest extent possible, given the Town's particular economic and budgetary limitations, the Town of Williston will establish rates of pay which are comparable, in light of the criteria enumerated below, to other Chittenden County communities. In developing the pay rates, the Town Manager shall conduct a survey of salary rates applicable to other Chittenden County communities. "Similar job categories" shall be those which involve skill, responsibility and job duties comparable to their Williston counterpart.

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

- 3.1.1. Special skills required in the Williston position.
- 3.1.2. The comparative value of the Williston benefit package.
- 3.1.3. Distinct and/or additional responsibilities required for the Williston position.
- 3.1.4. Pay rates established comparable to other Chittenden County businesses and agencies.

3.2. Administration

Wages shall be reviewed annually by the Town Manager. Adjustments may be recommended to the Selectboard by the Town Manager. All pay scales shall consider, among other items, the following:

- 3.2.1. The length of employee's service with the Town.
- 3.2.2. Special skills, education or training necessary for a job.

3.3. Overtime Compensation

Overtime work is authorized for work performed by employees who are non-exempt from the Fair Labor Standards Act (FLSA) in excess of forty (40) hours in a single work period. Compensation will be by monetary reimbursement at the rate of 1 1/2

times the employee's customary hourly rate. For the purpose of calculating overtime, all paid time shall be considered as time worked. See Section 3.6 (*Compensatory Time*) for compensatory time exception.

Concerning issues of overtime compensation, Department Heads shall be responsible for ensuring compliance with the following procedures:

- 3.3.1. All employees shall notify Department Heads or designee, in advance of the need to perform overtime work. No overtime work shall be reimbursed without prior approval of the Department Head or Town Manager with the following exceptions:
 - a) During the months of December, January, February and March the Public Works Supervisor may authorize overtime to perform normal winter maintenance. During extreme weather emergencies the Public Works Director must be notified.
 - b) The Public Works Supervisor may authorize overtime to respond to pump station alarms without prior approval of the Public Works Director.
- 3.3.2. Each employee shall, within the pay period in which overtime work is performed, notify his/her Department Head, or designee of the amount of overtime work performed.
- 3.3.3. If an employee is called back to work after a normal work day has terminated, or before his/her next regular work day, he/she will receive no less than two (2) hours (four (4) hours for police dispatchers) of pay at the rate of one and one-half times his/her regular pay rate unless contiguous to the normal work day in which case the minimum pay does not apply. If the call-back or call-in for police dispatchers involves staff and/or training meetings, then the employee will be compensated at a minimum two (2) hours of pay at the overtime rate of time and one-half the employees regular rate of pay.

3.4. Holiday Compensation

Any employee required to work the holidays listed in Section 5.2 (*Regular Holidays*) of this Policy shall be compensated at the rate of two and one half (2 1/2) times his/her customary hourly rate of pay for hours worked. Holiday pay shall be paid from midnight on the eve of the holiday to midnight on the day of the holiday.

3.5. On-Call

Employees of the Public Works Department responsible for maintenance of the water and sewer systems and employees of the Fire Department assigned as "Duty Officer" will participate in a rotational on-call program. Scheduled, on-call status will be reimbursed at one and one half hours (1 1/2) per 24 hour period at 1.5 times the hourly rate for full-time employees and a straight hourly rate for part-time employees. Weekend "on call" pay can be authorized by the Director of Public Works or the Fire Chief with the approval of the Town Manager.

3.6. Compensatory Time

Compensatory time is time off in lieu of overtime pay. The compensatory time policy applies to eligible employees as follows:

- 3.6.1. Only non-department head, regular employees who are non-exempt from the Fair Labor Standards Act (FLSA) are eligible to receive compensatory time.
- 3.6.2. For eligible employees, as designated by the Town, time worked in excess of 40 hours per week will be awarded on the basis of 1 1/2 hours for each hour worked in excess of 40 hours. For eligible employees who work less than a 40 hour week, compensatory time may be awarded on an hour for hour basis for each hour worked above the regular weekly work schedule of up to 40 hours per week and at 1 1/2 hours for each hour worked in excess of 40 per week. Compensatory time may be taken in lieu of overtime pay if mutually agreed upon in writing by the employee and Department Head.
- 3.6.3. The following restrictions apply to use of compensatory time.
 - a) Compensatory time may not be accumulated in excess of 80 hours (120 hours for police dispatchers). Overtime time incurred by non-Departmental Head employees in excess of the 80 hours limit (120 hours for police dispatchers), will be paid as overtime. All compensatory time must be used in the fiscal year it is earned. Any police dispatchers hired after July 1, 2014 will be subject to the 80 hour limit.
 - b) All compensatory time taken must be scheduled and approved by the employee's supervisor.
 - c) The Town may, at its option, decide to award overtime pay in lieu of compensatory time for employees.

- d) Eligible employees will be compensated for any unused compensatory time upon termination of employment with the Town.
- e) Department Head employees may receive discretionary time off with the prior approval of the Town Manager.

3.7. Longevity Pay

Regular full-time and part-time employees with 10 years of consecutive full-time employment will be entitled to longevity pay equal to \$100.00 for each year of service worked in excess of 10 years, with an annual limit of \$500.00.

3.8. Shift Differential for Police Dispatchers

A shift differential in the amount of \$1.20 per hour will be paid for all hours worked between 5:00 p.m. and 7:00 a.m.

4. EMPLOYEE BENEFITS

4.1. Insurance and Related Benefits

4.1.1. Enrollment Policy

All regular full-time employees are eligible to be enrolled in the Town's health, dental, life or long term disability insurance program, on the first of the month following their date of hire. Employees may choose to include domestic partners as defined by the Town's insurance carrier, in both their health insurance and dental insurance coverage, provided that 100% of the additional premium is paid by the employee (refer to Appendix M – Domestic Partner Application and Policy.) In the event a family (husband, wife, son, daughter, or step-children) has more than one member who is employed by the Town and if both family members are eligible for any type of insurance coverage the Town provides, the Town is only obligated to purchase one type of each policy for that family. For example, the Town is not obligated to purchase two health insurance plans that cover the same family simply because two family members work for the Town.

4.1.2. 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.

4.1.3. Health Insurance

The Town's regular, full-time employees are eligible to be enrolled in a Health Insurance Program toward which the Town contributes 90% of each employee's premium with the employee paying the balance up to a maximum of 2% of the employee's base salary. Upon written request submitted to the Manager, the Town will furnish family and dependent medical coverage with the Town paying 90% of the premium and the employee paying the balance up to a maximum of 2% of the employee's base salary. The terms of the medical insurance program can be obtained from the Town Manager's office.

Employees eligible for medical coverage with the Town, who are covered through another source are eligible for a monthly cash reimbursement in lieu of insurance. The amount of the monthly reimbursement shall be determined by the Town Manager. Employees must sign a release and provide proof of medical benefits through another source.

4.1.4. Dental Insurance

The Town's regular, full-time employees are eligible to be enrolled in a Dental Plan Program toward which the Town contributes 100% of each employee's premium. Also included are insured eligible dependents.

4.1.5. Vision Insurance

Full and Part-time employees are offered a Vision Plan in which they may enroll. This program is voluntary and there is no contribution from the Town towards the premium.

4.1.6. Long Term Disability and Life Insurance

Regular, full-time employees are eligible to be enrolled in a Long Term Disability Insurance Program and in a Life Insurance Program. 100% of the premiums are paid by the Town.

4.1.7. Right to Change Carriers

The Health, Dental, Life, and Long Term Disability 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.

4.1.8. Workers' Compensation Insurance

The Town of Williston pays the full cost of Workers' Compensation insurance for all employees of the Town, which covers them for employment related illness or injury.

Any employment related injury or illness must be reported immediately to a supervisor, who should then complete a "first report of injury" form available at the Town Manager's office. Completed forms must be returned to the Town Manager's office for filing within 72 hours of injury. Failure to report an injury or illness may jeopardize the employee's claim for Workers' Compensation.

4.1.9 Supplemental Insurance Products

The Town will offer supplemental insurance products made available through the Vermont League of Cities & Towns to employees. These programs are voluntary and there is no employer contribution toward coverage.

4.2. Retirement

4.2.1 Vermont Municipal Employees Retirement System

The Town is a member of the Vermont Municipal Employees 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 Town Manager's office. An employee meeting the eligibility requirements must join the system as a condition of employment.

4.2.2 Deferred Compensation Plan

Full and Part-time employees are offered a 457 Deferred Compensation Plan in which they may enroll. This program is voluntary and there is no employer match.

4.2.3 ROTH IRA

Full and Part-time employees are offered a ROTH IRA Plan in which they may enroll. This program is voluntary and there is no employer match.

4.3. Employee Development

4.3.1. The Town encourages employees to continue their education and has established a reimbursement program for 100% of the direct costs of the course or program that an employee is enrolled in not to exceed \$1,000 per year. In order to receive reimbursement for a course, four requirements must be met:

- a) The course must be approved by the Town Manager in writing prior to enrolling,
- b) The course must be job related,
- c) A grade of "C" or better must be obtained,
- d) Adequate funds must be available in the Town's budget.

4.3.2. Reimbursement, not to exceed \$500.00 per year, will also be given to full-time employees who have satisfied the above requirements for a course confirming credit for a high school diploma or GED. Courses taken under this provision shall be outside of the employee's working hours, except with approval of the Department Head and the Town Manager.

4.3.3. Upon completion of the course, a receipt for the course and an official statement of grades earned must be submitted to the Town Manager. These items must be turned in before a reimbursement check will be issued. An employee must have worked one full year before becoming eligible for these educational benefits.

5. HOLIDAY, VACATION, SICK, AND OTHER LEAVES

5.1. General Policy

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. Full-time employees who are scheduled to work fewer than 40 hours per week and part-time employees who are scheduled to work 20 or more hours per week will earn leave prorated by the number of hours they are scheduled to work. When an employee begins or ends employment in the middle of a month, sick and vacation leave are prorated.

5.2. Regular Holidays

The following are the regular holidays observed by the Town of Williston:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Bennington Battle Day
- Labor Day
- Indigenous Peoples' Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Any listed holiday which falls on a Sunday shall be observed on the following Monday and any such holiday which falls on a Saturday shall be observed on the preceding Friday. For employees who work at the Library, holidays may be observed on an alternate day, as approved by the Library Board of Trustees.

5.3. Personal Holiday and Leave

- 5.3.1. Each regular full-time employee is entitled to two days of personal leave per fiscal year. Each regular, part-time employee is entitled to one day of personal leave per fiscal year. Personal leave may be taken at the discretion of the employee subject to the approval of the appropriate Department Head.
- 5.3.2. Any eligible employee who works on a holiday and elects not to take holiday pay shall be entitled to an alternate personal holiday which may be taken on any date selected by the employee with the concurrence of his/her Department Head. Employees may work on holidays only with the approval of his/her Department Head. The following limitations apply to personal holidays:

- a) No employee is entitled to take a personal holiday or leave until he/she has been in the Town's service for at least thirty (30) days.
- b) Employees who wish to observe religious holidays which fall on a normal work day shall use their personal holiday or leave for that purpose.
- c) Personal holidays and leave must be taken in the fiscal year in which they are earned. Personal holidays and leave are not reimbursable.

5.4. Vacation Leave

- 5.4.1. It is the policy of the Town of Williston to encourage every employee to take some time away from the job at least once every year to relax and enjoy the leisure time that has been earned.
- 5.4.2. Probationary employees - No vacation time may be taken in the first six months of employment. If an employee is terminated from employment with the Town during the probationary period he/she will not be entitled to be compensated for any accrued vacation time.
- 5.4.3. Schedule: Employees are eligible for paid vacation days according to the following schedule. Police Dispatchers will earn vacation days at the same rate except that police dispatchers employed with the Town as of July 1, 2014 will accumulate fourteen (14) hours per month when they have more than ten (10) years of service:

Length of Service	Hours Accumulated per Month for Full Time Employees
less than 1 year	4 hours per month (1/2 day)
1 to 4 years	8 hours per month (1 day)
5 to 10 years	10.66 hours per month (1 1/3 day)
more than 10 years	13.33 hours per month (1 2/3 day)

- 5.4.4. All vacation leave is figured from the date of hire except the Manager, at his/her discretion, may credit an employee with up to five years of service for prior service in another organization for purposes of vacation accrual.
- 5.4.5. Limitations - The following limitations shall apply to the exercise of vacation benefits.

- a) Subsequent to 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 vacation leave, up to a maximum of 240 hours (30 days) for regular full-time employees. Upon termination, employees are entitled to payment for all unused vacation leave up to the maximum.
- c) The scheduling of vacation time shall be the responsibility of Department Heads. Scheduling shall accommodate, to the greatest extent possible, preference expressed by department employees. Subject to the discretion of Department Heads, preference shall be given to seniority with regard to conflicts in employees vacation time.
- d) 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.
- e) Upon the exhaustion of all available sick leave by an eligible employee, accumulated vacation time may be exercised by any employee unable to work by virtue of extended illness, family or medical leave, accident or layoff.

5.5. Sick Leave

- 5.5.1. If an employee is sick and cannot report for work, he/she must notify his/her supervisor as far in advance of normal working hours as possible.
- 5.5.2. All regular full-time employees of the Town shall be entitled to sick leave at the rate of 12 hours (1 1/2 days) per month from the date of hire. All regular part-time employees of the Town shall be entitled to sick leave on a prorated basis. All other employees will be entitled to Earned Sick Time as defined by Vermont Law.
- 5.5.3. No employee is entitled to take a sick leave day until he/she has been in the Town's service for at least thirty (30) days.
- 5.5.4. Regular employees may accumulate sick leave from year to year to a maximum of 480 hours (60 days). Accrued sick leave to the allowable limit will be paid to an employee's spouse, civil union partner, or estate if the employee dies during his/her employment with the Town.
- 5.5.5. Any employee whose absence for reasons of sickness extends beyond three (3) consecutive workdays shall provide the Department Head with

a statement from a licensed health practitioner 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.

- 5.5.6. Any employee who has accumulated a total of 480 sick leave hours (60 days) may convert up to 160 sick leave hours (20 sick days) per year to vacation leave hours at the rate of 16 sick leave hours (2 days) to 8 vacation hours (1 vacation day).
- 5.5.7. An employee may use sick leave for the following purposes:
- a) The employee obtains professional diagnostic, preventive, routine, or therapeutic health care.
 - b) The employee cares for a sick or injured parent, grandparent, spouse, civil union partner, child, brother, sister, parent-in-law, grandchild, or foster child, including helping that individual obtain diagnostic, preventive, routine, or therapeutic health treatment, or accompanying the employee's parent, grandparent, spouse, or parent-in-law to an appointment related to his or her long-term care.
 - c) 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, civil union partner, child, brother, sister, parent-in-law, grandchild, or foster child, who is a victim of domestic violence, sexual assault, or stalking or who is relocating as the result of domestic violence, sexual assault, or stalking. As used in this section, "domestic violence," "sexual assault," and "stalking" shall have the same meanings as in 15 V.S.A. § 1151.
 - d) The employee cares for a parent, grandparent, spouse, civil union partner, 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.
 - e) Own Pregnancy and related medical conditions, including maternity and paternity leave.
 - f) Special situations, as approved by Town Manager.

5.6. Court Leave

Jury Duty - In recognition by the Town that it is a civic obligation of each Town employee to serve jury duty if called, all 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.

5.7. Military Leave

The Town will provide military leave in accordance with the Uniform Services Employment and Reemployment Rights Act (USERRA) and 21 V.S.A. §§ 491 et seq. Employees on military leave subject to either of these statutes will receive payment in an amount equal to the difference, if any, between their gross base military pay for a given leave period and their gross base rate of pay that would have been earned for all regularly scheduled shifts with the Town for which the employee was absent during the leave period, up to a maximum of fifteen (15) work shifts per calendar year (pro-rated for part-time employees and date of hire.) Such payment by the Town shall be subject to withholdings. A copy of the military pay voucher shall be submitted prior to authorization for payment to the employee for the period of leave. For military leave lasting beyond fifteen (15) work shifts in a calendar year, employees may opt to use accrued vacation leave or take unpaid leave.

Unless military necessity prevents it, or it is otherwise impossible or unreasonable to do so, an employee should provide their immediate supervisor with notice of the need for military leave as far in advance as is reasonable under the circumstances. Written notice is preferred, but not required under the law or this policy.

The Town's policy concerning Military Leave shall apply to all employees, including those covered under collective bargaining agreements.

5.8. Leave for Bereavement/Death in Family

All regular employees shall be entitled to a bereavement leave with pay for absence caused by the death of a member of any employee's immediate family. Paid leave shall be limited to five (5) days per occurrence for full-time employees. An employee may use accumulated sick or vacation time for any additional leave time, subject to approval by the Department Head and Town Manager.

5.9. Educational Leave

Leaves of absence without pay may, with the approval of the Department Head and Town Manager, be granted for attendance at any full time degree granting college or university, provided it is for courses related to the employee's line of employment. The employee's position will be made available upon completion or return from the particular program.

5.10. Special Leaves of Absence

The Town Manager, with the concurrence of the Selectboard and appropriate Department Heads may authorize leaves of absence during which no salary is paid. All leave benefits provided for in Section 5 (*HOLIDAY, VACATION, SICK, AND OTHER LEAVES*), and all Employee Benefits as provided for in Section 4, (*EMPLOYEE BENEFITS*) may be suspended during any special leave of absence in excess of two weeks. The Town may fill an absent employee's position by temporary appointment. Such jobs shall be held open for the return of the employee for a period of up to one year in the case of a disability caused by an accident in the line of duty; for one year in the case of sickness or accident not caused in the line of duty; and no longer than one year for other leaves of absence. In each case the time period shall be measured from the date that the leave of absence began.

6. EMPLOYEE CONDUCT AND ETHICS

6.1. Employee Conduct

Because of the public trust invested in Williston Town Government, it is the duty of every Williston employee to conduct his/her office 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, including police department and fire department employees, shall comply with the following conduct guidelines.

6.1.1. Work Shift - Each employee's work shift shall be as designated by the Department Head with Town Manager approval. All employees are expected to be punctual in reporting to work, and all unexpected absences shall be reported as soon as possible. An employee failing to report to work, without explanation, for three consecutive work shifts, shall be considered to have abandoned his/her position.

6.1.2. Outside Employment - Employment with the Town of Williston is to be considered the principal work responsibility of the employee. No person may take an additional work related position which impairs the

employee's performance of his/her Town duties, or if such outside employment presents a potential conflict of interest.

- 6.1.3. Physical Condition - Each employee shall attempt to maintain the physical capacity to perform the essential functions described in his/her job description.
- 6.1.4. No Smoking - Firefighter/EMT employees are not permitted to smoke or use other tobacco products while employed for the Town of Williston.
- 6.1.5. Work Relationships - All employees shall maintain productive relationships.
- 6.1.6. Discharge of Job Duties - Each employee shall faithfully discharge all obligations relating to his/her position with the Town. Work shall be performed in an efficient, timely and effective manner. All employees shall strive to acquire, develop and expand the skills required by his/her position.
- 6.1.7. Job Safety - All employees shall conduct themselves in the discharge of job obligations in a manner which reduce risk to himself/herself, fellow employees, and Town property of injury or damage to the greatest extent possible. All employees should report unsafe equipment and any hazardous working conditions immediately to his/her Department Head.
- 6.1.8. All employees shall immediately report any accident which results in personal injury, regardless of severity or property damage to his/her Department Head. If, while operating a Town owned vehicle, an employee is involved in an accident that results in any personal injury or property damage, he/she shall:
 - a) Notify the Police Department 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/her Department Head. No employee shall discuss any such accident with anyone but the investigating officer.

- 6.1.9. Town Property - Town employees shall not use Town property and facilities for personal purposes. Employees shall not use Town equipment and vehicles while under the influence of a controlled substance or alcohol. Policies concerning the use of alcohol and controlled substances can be found in Appendix A - Drug Free Workplace. Detailed rules concerning the use of Town property are covered in Appendix L - Town Property Use .
- 6.1.10. Public Respect - Because the Town must maintain public confidence, its work force is composed of responsible and professional individuals, no employee should engage in any public conduct or private conduct, which if publicly disclosed, would have the effect of impairing the employer's reputation for reliability, trustworthiness, and efficiency.
- 6.1.11. Political Activity - No Town employee shall engage in political activity during the course of working hours. No employee shall solicit from any other Town employee during working hours whether orally or in writing, contributions in relation to any political organization or in support of any candidate for public office. No employee shall seek or run for an elected local office except for the positions of town clerk or town treasurer. These rules are 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.

6.2. Employee Ethics

In order that public confidence in the effective operation of Town government is maintained through the equal and impartial treatment of all citizens and to avoid actual and potential conflicts of interest, compliance with the following provisions is required:

- 6.2.1. 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.
- 6.2.2. Financial or Personal Interest - With the exception noted below, no Town employee shall have any personal interest or financial interest in transactions in which the Town is a participant. Whenever the performance of a Town employee's official duties require that individual to take action in respect to any matter in which the individual has a personal or financial interest, he/she shall disclose the nature and extent

of such interest and shall be disqualified from in any manner participating in the Town's consideration or disposition of that matter.

- 6.2.3. Incompatible Employment - No employee of the Town shall engage in private employment with, or render services for, any entity which has business transactions with the Town unless he/she fully discloses to the Town the nature and extent of his/her relationship to the employer. No Town employee shall appear on behalf of any private person, before any Town board, commission, council or other public body.
- 6.2.4. Gifts - No employee of the Town shall accept any gift, money, thing, favor, loan, 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.
- 6.2.5. Confidentiality - No employee of the Town without prior authorization from the Town Manager, shall disclose any confidential information relating to the officers, employees, transactions, property, or affairs of the Town 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.
- 6.2.6. Nepotism - No employee of the Town shall appoint or attempt to influence the appointment or participate in decisions to hire, retain, promote or determine the salary of any person related to him/her by blood, marriage or close personal relationship to any position for which compensation is received from the Town. In addition, an immediate family member shall not have direction or supervision of the another member of his/her immediate family.
- 6.2.7. Open Door Policy - The Town of Williston believes that every employee must feel free to express their opinion on all Town matters. We also believe that in order for each employee to be constructive it is essential that employees should first bring their ideas/complaints to their Department Head.

7. GROUNDS FOR DISCIPLINARY ACTION

7.1. Reasons for Disciplinary Action

Town employees may be subjected to disciplinary action as set forth below for any of, but not limited to, the following reasons:

- 7.1.1. Repeated tardiness, unexcused absence, or job abandonment.
- 7.1.2. Use of controlled substances or alcohol during working hours or in a manner which affects job performance consistent with the Town's Drug Free Workplace Policy (Appendix A - Drug Free Workplace).
- 7.1.3. Failure to respond to direction or supervision by the employee's Department Head or Supervisor, or inability to relate to, work with, and perform job tasks with fellow employees, Supervisor, or Department Head.
- 7.1.4. Breach of the provisions and standards set forth in Section 6.
(*EMPLOYEE CONDUCT AND ETHICS*)
- 7.1.5. Lack of productivity, failure to discharge job obligation, inefficiency, or incompetence.
- 7.1.6. Action during working hours which constitute a threat to the safety of the public or fellow employees or to Town property.
- 7.1.7. False representations on job applications, improper use of Town property, facilities, or funds; conviction of a criminal offense; or engaging in prohibited political activity.
- 7.1.8. Any other conduct which impairs the efficiency and effectiveness of Town Government or which could cause public mistrust of an employee's professionalism.
- 7.1.9. For any violation of this policy or any other Town policy.

7.2. Disciplinary Alternatives

In response to conduct such as the examples listed above, or any other action or inaction judged to be inappropriate by the Town Manager, as grounds for disciplinary action, the Town Manager, upon consulting 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 Town Manager and Supervisor may consider the nature and severity of the objectionable conduct, the employee's prior performance/disciplinary record, the effect of the employee's activity 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 disciplinary steps to follow and what discipline to impose, are within the discretion of the Town Manager.

- 7.2.1. Reprimand - A written statement, signed by the relevant Supervisor, notifying an 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.
- 7.2.2. Suspension With or Without Pay - The temporary removal of an employee from the performance of job functions. A suspended employee shall remain on the active roster of regular Town employees for the purposes of the accrual of benefits; he/she may or may not receive any salary during the period of suspension, depending upon the decision of the Town Manager.
- 7.2.3. Demotion - The reduction of an employee's rate of pay. Demotion shall be limited to a maximum of ten percent (10%) of an employee's salary within any consecutive twelve (12) month period of employment.
- 7.2.4. Dismissal - The permanent termination of an employee's working relationship with the Town, subject only to the payment of any accrued earnings or benefits.

7.3. Grievance Process

The provisions of this grievance process do not alter the at Will nature of the employment of Town employees. In the matter of grievances affecting the employee's work or conditions of employment, any regular employee shall have the right to make their grievances known to the proper authority in the following manner:

- 7.3.1. Within ten calendar days of the occurrence of a grievance, the employee shall submit the grievance in writing to their Department Head.
- 7.3.2. The Department Head must respond in writing within 15 calendar days of receipt of the grievance.
- 7.3.3. If no satisfactory agreement is reached between the Department Head and the employee, the employee may present an appeal to the Town Manager within 10 calendar days of the Department Head's response. The Town Manager shall meet with the employee and Department Head within 15 calendar days after receipt of the appeal and shall respond within 10 calendar days after the meeting. The method and manner of

conducting a hearing relative to grievances shall be at the discretion of the Town Manager.

- 7.3.4. If, following the response from the Town Manager, no satisfactory solution to the grievance has been achieved, the employee may then request a hearing before the Selectboard by written notice delivered to the Town Manager, within ten (10) calendar days after receipt of the response from the Town Manager. Within ten (10) calendar days after receipt of the employee's request for a Selectboard hearing, the Town Manager shall schedule a meeting of the Selectboard. The meeting of the Selectboard shall be held within a reasonable time after the expiration of the said ten (10) calendar day scheduling period.
- 7.3.5. The employee, while appearing before the Selectboard, has the right to be represented by counsel and to present any material, witnesses, or evidence helpful to the employee's case. The administration has similar rights. The decision of the Selectboard shall be final.
- 7.3.6. This grievance procedure shall apply to all employees' work or conditions of employment, including rights and responsibilities as outlined in the Americans with Disabilities Act.

8. ADOPTION AND AMENDMENT

8.1. Date of Adoption

The Personnel Regulations adopted April, 1990 are hereby amended in their entirety on September 13, 2001, in the manner set forth in this amendment.

8.2. Police and Fire Department Policies

The Chief of Police and Fire Chief are authorized to develop a policy and procedure manual applicable to Police or Fire Department operations. Said manual may supplement this regulation but shall not, without approval of the Selectboard, contain provisions which are inconsistent, or in conflict with this regulation.

8.3. Amendments

These rules and regulations may be amended from time to time by resolution of the Selectboard when and in a manner the Board deems necessary to improve employee relations or the effective delivery of governmental services to Williston

residents. Upon adoption of any such amendment, a copy thereof shall be posted in appropriate locations accessible to all Town employees.

8.4. Invalidation Provision

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

8.5. Effective Upon Adoption

These rules and regulations shall become effective upon adoption by the Williston Selectboard.

9. Appendices

The Selectboard may at times adopt other policies governing pay, benefits, conduct or other aspects of employee working conditions. Where appropriate these policies will be identified in the Appendices section. These policies apply to all employees including police department and fire department employees unless otherwise specified.

- 9.1. Appendix A - Drug Free Workplace
- 9.2. Appendix B - Smoking in the Workplace
- 9.3. Appendix C - Harassment
- 9.4. Appendix D - Alcohol and Drug Abuse for CDL Qualified Employees
- 9.5. Appendix E - Employee Award
- 9.6. Appendix F - Inclement Weather
- 9.7. Appendix G - Family and Medical Leave
- 9.8. Appendix H - Health Insurance Benefits for Retirees
- 9.9. Appendix I - External Employment Informational Requests
- 9.10. Appendix J - Technology Use
- 9.11. Appendix K - Whistle Blower
- 9.12. Appendix L - Town Property Use
- 9.13. Appendix M - Domestic Partner Application and Policy
- 9.14. Appendix N - Non-Represented Employee Pay Bands