

TOWN OF BERLIN, VERMONT

Washington County

PERSONNEL POLICY

Revised Personnel Policy May 3, 2021

TOWN OF BERLIN PERSONNEL POLICY

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TOWN OF BERLIN PERSONNEL POLICIES

These regulations and policies shall be known as the Town of Berlin Personnel Policies (hereinafter "Policies"). These policies set forth the rights and responsibilities of the Town of Berlin (hereinafter "Town") and its employees, except as may be provided in the Town of Berlin Charter, Federal, or State law. These policies supersede all previous policies, resolutions or rules concerning this subject matter.

SECTION 1: GENERAL PROVISIONS

101. Administration

The Selectboard ("the Board") or their designee shall have the responsibility for the administration of these policies.

This personnel policy does not constitute a contract of employment. Employment with the Town of Berlin is *at will* and not for any definite period or succession of periods of time. Where a conflict exists between this policy and any collective bargaining agreement or individual employment contract, the latter will control.

102. Authority

These policies are established pursuant to 24 V.S.A. § 1121, and shall be effective upon approval by a majority of the Board.

103. Application

This policy applies to full-time and part-time employees of the Town of Berlin. Elected officers and their statutory assistants, members of the Town Board and commissions, volunteers, seasonal employees and persons who provide the Town with services on a contract basis are not covered by this policy except as stated herein.

Notwithstanding the above, the elected Town Clerk and statutory full-time assistant are eligible for retirement, and health and life insurance benefits as defined in Section 501.

104. Equal Opportunity and Affirmative Action Employer

The Town is an equal opportunity and affirmative action employer, and the Town shall not discriminate in any of its employment or personnel decisions on the basis of race, color, religion, sex, sexual orientation, national origin, or disabling condition, and shall operate in accordance with the laws of the State of Vermont and the United States.

SECTION 2: HIRING AND TERMS OF EMPLOYMENT

201 Hiring Process

Except as may be provided by Vermont Statutes and the Town of Berlin Charter, the Board, or designee, shall have sole authority for recruitment and hiring of all new employees, with the exception of the Town Clerk.

202. Eligibility

Individuals shall be recruited from a geographic area as wide as necessary to assure that the Town obtains a list of well-qualified candidates for the various types of positions. Employment opportunities, therefore, shall not necessarily be limited to residents of Berlin. However, in cases where residents and non-residents are equally qualified for vacant positions, town residents shall receive first consideration in filling such vacancies. All job openings shall be posted at the Town office and on the Town's website for 14 days starting upon official announcement of the position.

203. New Hires

All new employees are required to complete a form W4 for payroll tax withholding, a Form I-9 for verification of United States citizenship or authorized alien status, and an employee declaration of health care will be required to start work.

All new employees required to drive a motorized vehicle as part of their employment shall submit proof of a current driver's license. The Town will conduct a motor vehicle record check of applicants for positions that require driving.

204. Physical Examination

All new full-time and part-time employees who are hired into positions where health or physical abilities are important for the performance of the essential functions of the job may be required to have a physical examination at the expense of the Town after an offer of employment has been made. Appointment to a position may be conditioned on positive results of the examination. The specific criteria will be determined by the Board but will be based on the specific requirements of the essential functions of the job as defined in

the applicable job description. All information obtained as part of the medical exam shall remain confidential and shall not be placed in the employee's personnel file, but in a separate confidential medical file.

205. Physical Fitness

The Town of Berlin will provide up to \$350.00 each year for an employee's membership at a qualified gym or fitness center and will include participation in classes. (i.e. exercise, yoga,)

SECTION 3: EMPLOYMENT AND COMPENSATION

301. Employment categories

- a. Full-time Employees. Full-time employees shall be those employees hired to work a full-time (minimum forty (40) hours per week) year-round work schedule, and who are employed in a position that has no specific termination date.
- b. Part-Time Employees. Part-time employees shall be those employees hired to work a specified schedule of less than forty (40) hours per week.
- c. Temporary Employees. Temporary employees shall be those employees who work either part-time or full-time in a position with a fixed termination date, or with no expectation of continuing employment.

302. Payment Period

The bi-weekly pay period shall commence at 12:01 AM Sunday. All employees will be paid bi-weekly and have the option of being paid by direct deposit. Employees being paid by direct deposit shall provide the Town with written authorization to deposit funds into his/her bank account.

303. Overtime Pay

All hourly employees shall receive time and one-half their basic hourly rate for work in excess of forty (40) hours per week with prior approval from his/her supervisor, unless comp-time is offered and accepted. Vacation, holiday, and sick-time leave shall not be counted as time worked for purposes of overtime computation.

Hourly employees are also eligible for over-time pay (time and one-half their hourly rate) if the employee is required by the supervisor to return to work outside the normal schedule.

304. Employee Wage Adjustments

Any adjustment to a wage rate will be effective as of the next bi-weekly pay period.

305. Compensatory Time

Hourly Employees

The Town may offer hourly employees compensatory time (accrued at a rate 1 ½ hours for every hour worked) in accordance with Fair Labor Standards Act (FLSA) requirements as follows:

1. The time can be accrued to a maximum of 40 hours, thereafter overtime will be paid to the employee through payroll.
2. The time is to be scheduled with the Department Head at the request of the employee and may be used within a reasonable time period of the request, provided the Department Head concludes the request will not unduly disrupt the operations of the municipality.
3. Any unused compensatory time at the time of termination of the employment will be paid in the next payroll issued by the Town in accordance with FLSA provisions.

306. Hours of Service

Regular work hours for Town employees will be 8 AM to 4:30 PM, Monday through Friday with a required ½ hour non-paid lunch break.

Regular work hours for Highway Department employees shall be 7:00 AM to 3:30 PM, Monday through Friday, for the period November 1 through March 31, and Monday through Thursday 6:00 AM to 4:30 PM for the period April 1 through October 31. The road crew shall take a ½ hour non-paid lunch break. This schedule is subject to change for weather related issues.

The Town may change regular work hours and employees may be expected to work additional hours that may exceed forty hours in a given week, as circumstances require.

All employees are expected to be in attendance during regular work hours. Employees who will be absent from work are expected to notify their supervisor in advance whenever possible, but no later than their predetermined start time.

Employees will be responsible to schedule any time off with their supervisor.

306.5 On Call

Employees in departments that require designated employees to be available (on call) to respond to incidents during non-working hours will receive a stipend of \$100 per week. Employees responding during non-working hours to resolve a situation that cannot wait until normal working hours will be paid a minimum of three hours.

307. Expense Reimbursement and Mileage

Travel outside of the Towns of Berlin, Barre, Middlesex, Moretown, Northfield, Williamstown, and the Cities of Montpelier and Barre shall require pre-approval from the Town Administrator.

Expenses for out-of-state lodging shall be pre-approved by the Town Administrator. Employees will be reimbursed for meals according to the Federal Government General Services Administration guidelines established per diem rates. Employees shall retain and submit receipts for expenses. Mileage shall be reimbursed at the IRS rate.

308. Reimbursement for Work Safety Boots

Employees working in a department or area that requires the employee to wear safety toe boots are entitled to be reimbursed for the purchase of boots to be worn on the job. Reimbursements will be up to \$150 per fiscal year. (July 1-June 30) for one pair of safety toe boots as acceptable by VOSHA and in accordance with Federal OSHA policy 1910.132. The employee will be reimbursed based on the actual cost of the boots. Boots costing less than \$150 will be reimbursed for the total cost, while boots costing greater than \$150 will be reimbursed \$150. Employees will need to submit a receipt for the boots to their supervisor who will in turn approve the reimbursement and request reimbursement through the Treasurer. No boots are to be charged at any store where the Town may have a charge account.

SECTION 4: HOLIDAY, VACATION and LEAVE BENEFITS

401. Paid Holidays

- a. Full-time employees shall be entitled to the following:
 1. Ten (10) paid holidays per year. Holiday hours will be based on the hours the employee would be scheduled to work when the Holiday occurs.

Holidays are as follows:

New Year's Day
Presidents Day
Memorial Day
Fourth of July

Labor Day
Columbus Day/Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

2. Twenty-four (24) Hours of personal time with pay per fiscal year. Personal hours shall not accrue. Each employee shall request and obtain consent for such personal time in advance from his/her immediate supervisor. Personal time for new full-time employees will accrue at the rate of two (2) hours per pay period.
- b. Part-time employees shall be paid for observed holidays when they fall on days for which they would otherwise be scheduled to work, according to the number of hours for which they are scheduled to work on that day. Part-time employees shall not be eligible for paid personal days.
- c. Temporary Employees shall not be eligible for paid holiday days or personal days.

402. Paid Vacation Days

Employees shall request prior approval from his/her supervisor for the use of accrued vacation time. The employee shall submit the request for vacation to his/her supervisor at least twenty-four (24) hours in advance of the requested vacation day(s), except in the case of extenuating circumstances.

During winter months, November 1 to March 31, Highway personnel will not be allowed to take consecutive vacation days unless granted prior approval by the Department Head.

Vacation shall accrue to the full-time employee based on anniversary date of hire as follows:

First (1st) year of employment: paid vacation days will accrue at the rate of four (4) hours per pay period to a maximum of 40 hours; however, no vacation time may be utilized until the employee has completed six (6) months of employment.

Second (2nd), third (3rd), and fourth (4th) years of employment; the employee is eligible for up to 80 hours of vacation per year.

Fifth (5th) through the tenth (10th) years of employment; the employee is eligible for up to 120 hours of vacation per year.

Eleventh (11th) through twentieth (20th) years and subsequent years of employment; the employee is eligible for up to 160 hours of vacation per year.

Twenty-first (21st +) and subsequent years of employment; the employee is eligible for up to 200 hours of vacation per year.

Up to 80 hours of accrued unused paid vacation hours may accumulate and be carried over to the subsequent year. An employee may only accumulate up to a total of 220 hours unused paid vacation time at any one time.

Part-time employees shall accrue prorated vacation hours based on his/her anniversary date up to a maximum of 40 hours. Part-time employees shall request prior approval from his/her Department Head for the use of any accrued vacation time.

Employees shall use all vacation, and sick leave time exceeding the maximums allowed per Sections 401,402 and 403 prior to July 1. Accrued vacation, sick and personal leave time totals will be reset annually on July 1.

403. Sick Leave

Sick leave with pay shall only be granted for:

- a. When employee is incapacitated by illness or injury
- b. Medical examination or treatment. Sick leave will be paid for travel time to and from a medical appointment and the time needed for the appointment only.(i.e.) Sick leave will not be paid for any time longer than the appointment and travel time.
- c. Due to exposure to a communicable disease that would jeopardize the health of others by presence on the job.

Doctors Certificate: Employees are required to provide written documentation (Doctor's note) to their supervisor when:

- a. Employees have been incapacitated for three work days or more (including call out days);
- b. All probationary employees for any length of time;
- c. Required at the discretion of the employees supervisor with concurrence of the Town Administrator.

Documentation generally consists of a statement signed by a registered practicing physician or other practitioner which certifies the nature of the incapacitation, examination, treatment and period of disability in which the employee was prevented from performing the duties of his/her position.

Full-time employees may accumulate sick leave time at four (4) hours per pay period to a maximum of 160 hours.

Part-time employees shall accumulate sick leave time at 1.5 hours per pay period to a maximum of 80 hours.

404. Bereavement Leave

Full-time employees may take up to 40 hours paid leave for a death in the immediate family. Part-time employees may take paid leave for the number of hours in their weekly work schedule. Employees shall notify the Department Head prior to being absent for the bereavement leave.

Immediate family includes spouse, significant other, domestic partner, civil union, parent, child, brother, sister, father-in-law, mother-in-law.

405. Military Leave, Military Service Training, National Guard Services

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

406. Civil Leave

Employees shall be given necessary time off when performing jury duty, performing emergency civilian duty in connection with national defense, and for the purpose of voting in local, State or Federal elections for public office.

Leave for jury duty or as a witness for deposition or court, pursuant to a subpoena shall be authorized for time actually spent in deposition or court as a witness or juror. Attendance at work shall be required for any days, full or partial, in which the employee is not required to appear in court. The Town shall supplement any fees received by the employee for jury duty or as a witness in an amount corresponding to the employee's regular wages less fees received.

407. Leave Without Pay

When it is in the interest of the Town to do so, the Board may grant a leave of absence without pay to an employee who has completed at least one (1) year of service upon recommendation by the Department Head. The Board will consider on a case by case basis if the Town will continue to provide benefits during this leave period.

408. Parental and Family Leave

Eligible employees may receive leave as described in the Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (PFLA). These Federal and State laws will determine employee eligibility, the qualifying reasons for such leave and the length of leave.

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

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

409. Short Term Family Leave Law

In accordance with the Vermont Short Term Family Leave Law, eligible employees may be entitled to take unpaid leave not to exceed four (4) hours in any 30-day period and not to exceed 24 hours in any 12 month period for the following purposes:

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

The Town may require that leave be taken in a minimum of two-hour segments. At the option of the employee, accrued paid leave may be used. An employee shall make a reasonable attempt to schedule appointments for which leave may be taken outside of regular work hours. An employee shall provide the Town with the earliest possible notice of the intent to take short term family leave, but in no case later than seven days before leave is to be taken, except in the case of an emergency.

410. Emergency Closing

If for any reason, an employee is unable to get to work on time, the employee shall notify his/her Department Head. Hourly employees who do not report to work due to the weather situation may use a personal day or their accumulated leave benefit, other than sick time. At the call of the Chair of the Board, or his/her designee, employees will be notified about severe weather closings or emergency situations through a pre-arranged telephone notification schedule. In the event of a closure, the Board will make the final decision with regard to pay for the time closed. In the event of a weather closing, essential personnel such as Highway and Law Enforcement personnel shall report to work at the designated time.

SECTION 5; HEALTH, RETIREMENT AND OTHER BENEFITS

501. Benefits

Full-time employees shall be entitled to the following benefits:

Health Insurance: The Board shall determine annually the amount of the employee's contribution to the cost of health insurance. Employees who have the

option of receiving health insurance benefits through another source shall select either the Town's insurance plan or the non-town source. The Town will offer a monthly buy-back payment to full-time employees that elect not to receive the health insurance benefit from the Town. The Board will determine annually the amount of the health buy back. Retiring employees may continue to obtain their health insurance through the Town under the Town's group health insurance until they reach the age of Medicare eligibility, if permitted by the Town's insurance carrier. To participate, the retiring employee must have completed ten years of service and reached the age of 50. Retired employees must pay 100% of the insurance premium.

Life Insurance: As per qualified plan.

Retirement: The Town participated in the Vermont Municipal Employees Retirement System (VMERS). Participation begins at start of employment, and is mandatory. For part-time employees that meet or exceed the minimum VMERS hourly threshold, participation in VMERS is mandatory.

502. Workers Compensation

Any employee who becomes injured while performing his/her duties shall report the accident to his/her supervisor within 24 hours and seek medical attention-immediately. The employee or supervisor shall complete a first report of injury within 48 hours of the injury and submit the report to the Town Administrator.

If an employee discovers that he/she has sustained an injury as a result of an on the job incident that he/she may have not realized the extent of injury at the time of the incident, must report the incident immediately to his/her supervisor.

In those instances where an employee is receiving Workers Compensation benefits, and the net benefit is less than the employees regular take home pay, the employee may elect to supplement his/her Workers Compensation benefit by using sick leave or vacation leave (if available) so that the net take home pay of the Workers Compensation benefit plus sick leave or vacation leave equals, but does not exceed, the employee's regular take home pay.

Employees who have follow-up Doctor's appointments that are related to a worker's compensation claim, will be paid for time missed from work to keep such appointments by worker's compensation. This will include travel time to and from the appointment and the time at the appointment. The employee must obtain written notification from the physician as to arrival and departure times to submit to their supervisor so that the employee will not be charged for vacation time. Any time taken in excess of travel and appointment time will be considered vacation leave. Sick leave does not apply for worker's compensation related appointments. Employees are responsible to notify the

Department Supervisor as to the date and time of the appointment prior to the beginning of that day's shift.

503. Return to Work Policy

Town of Berlin, Vermont offers a Transitional Return To Work program (TRTW) for those employees who have sustained a work-related injury. This program seeks to match an injured employee with temporary work assignments that fall within the current medical restrictions. The fundamental nature of transitional duty is to provide the employee with duties that pose no risk for worsening their injury, while striving to maintain a normal work schedule if possible, so as to expedite their recovery from injury.

By means of temporary job restructuring, offering modified work schedules, assignment to alternative duties, and other methods, we seek to enhance the recovery of our injured employees by attempting to match them with duties and tasks that are within the acceptable limitations or physical restrictions placed on them by the treating healthcare provider. This program does not guarantee that transitional work assignments are available in all situations. While the municipality seeks to apply this policy as consistently as possible to its employees, whether and how to provide suitable work assignments is at the discretion of the municipality and may depend on variable elements such as the availability of suitable tasks, payroll budgets, and other factors.

The treating healthcare provider will often release the employee to return to work with certain restrictions. To qualify for consideration for transitional duty assignments, the provider must submit a report which clearly identifies the injured worker's physical limitations and defines the physical capabilities of the employee. This report is used to help identify possible tasks that fall within the work restrictions. In cases where it is not clear that identified transitional duties fall within the limitations established by the healthcare provider, the municipality or its representative will communicate with that provider to clarify the work restrictions and ensure that any assigned duties are appropriate for that employee.

- a) After injuries are reported, all medical documentation from the treating provider must be delivered promptly to Town Administrator or their designee.
- b) Town Administrator, or his/her designee, will consider appropriate transitional duty assignments and confer with department heads and other personnel as appropriate. The evaluation of appropriate transitional duty assignments will be based on documents received from the treating healthcare provider and a review of potential tasks that are available. Note that in some cases transitional duty assignments may be made outside of the employee's home department, unless prohibited by a collective bargaining agreement or other personnel policy.

According to Vermont Workers' Compensation regulations, an injured employee who does not accept a reasonable offer of modified duty may be subject to interruption or termination of

indemnity benefits. Any employees who have questions about their transitional duty work assignments should contact the Town Administrator.

We have created the following list of tasks and/or jobs that can be used to fulfill transitional duty requirements. This list is in no way comprehensive, but it is a starting point for the municipality when considering transitional task assignments.

| Department | TRTW Task/Job | Functional Requirements |
|------------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| Highway, Police | Update chemical inventory | Stand, Bend, Stoop, Walk, One-hand manipulation of objects |
| Highway, Police | Update safety data sheet (SDS) compilation | Sit, One-hand manipulation of objects |
| Highway, Police, Admin | Inventory tools and equipment for loss purposes | Stand, Bend, Stoop, Walk, One-hand manipulation of objects |
| Highway, Police, Admin | Inspect fire extinguishers and eye wash | Stand, Walk |
| Highway, Police, Admin | Complete safety inspections of town-owned buildings | Stand, Walk |
| Highway, Police | Replenish and/replace outdated items in First Aid Kits | Sit, One-hand manipulation of objects |
| Highway, Police, Admin | File paperwork | Sit, One-hand manipulation of objects |
| Highway, Police, Admin | Catch up on safety training (VLCT PACIF Online University) – may include sharing with other employees what you learned. | Sit, One-hand manipulation of objects |
| Highway, Police, Admin | Perform light housekeeping | Stand, Bend, Stoop, Walk, One-hand manipulation of objects |
| Highway, Police, Admin | Drive a vehicle - Run errands | Sit, Stand, Walk, Drive |
| Highway, Police | Wash vehicles | Stand, Walk, one-handed manipulation of objects |
| Highway, Police, Admin | Shred documents | Sit, One-hand manipulation of objects |

504. Transitional Duty Agreement

Both the municipality and the recovering employee named below agree that the employee is being temporarily re-assigned to duties that fall within functional restrictions established by the treating healthcare provider in response to a specific work-related injury. These duties are transitional in nature and are subject to task availability, payroll budget, and other factors. This duty re-assignment is offered at the employer's discretion, and the employer may rescind it at any time.

The municipality agrees to:

- Prior to work re-assignment, review with the recovering employee the work restrictions outlined by the treating healthcare provider.
- Provide a safe work environment for the recovering employee who signs this agreement. This includes a commitment to monitor the workload of the injured employee and solicit input from him/her periodically during the performance of the temporarily assigned tasks to ensure that work is being well tolerated.
- Provide work that generally falls within the work restrictions outlined by the treating medical provider.
- Compensate the employee at his/her normal hourly rate of pay.

The **recovering employee** agrees to:

- Strictly adhere to the work restrictions provided by the treating healthcare provider and to the assigned duties listed below. **In no case is the employee authorized to exceed his/her work restrictions or perform tasks not identified in this agreement.**
- **Immediately** notify the supervisor if the employee experiences any unusual pain or a worsening or change in symptoms in the injured body part or any other body part or system.
- Communicate to anyone with supervisory or managerial responsibility any situation(s) where the employee feels the work requires actions, motions, or procedures that force him/her to exceed his/her work restrictions.

Current job title of recovering employee: _____

The duties listed below fall within restrictions provided by the treating healthcare provider. The duties and work schedule assignments are outlined as follows:

-
-
-
-
-

We the undersigned agree to fulfill our obligations as stated above and work together to ensure a safe and productive Transitional Return to Work assignment.

Employee: _____
Printed Name Signature Date

Supervisor: _____
Printed Name Signature Date

Management: _____

SECTION 6: PERFORMANCE MANAGEMENT

601. Job Description

All new employees, upon commencing employment, shall receive a written job description from the Town Administrator. A written job description shall also be provided to all current employees after submission and approval by the Board.

602. Performance Evaluation

Prior to the end of an employee's six (6) month probationary period, the Department Head shall meet with the employee and provide him/her with written feedback regarding his or her performance evaluation. A copy of the performance evaluation shall be kept in the employee's personnel file and a copy provided to the employee. The Board will perform the evaluation for appointed positions.

Employees may be subject to job performance evaluations at such times and in such manner as the Board or its authorized representative deems reasonable. The results of such evaluations will be provided to the employee, the employee's supervisor, and the Town Administrator and will become a part of the employee's personnel file.

603. Merit Bonus Awards

A merit bonus may be approved by the Board upon submission of a written recommendation by a Board member, the Town Administrator, or Department Head on behalf of an employee who has demonstrated exemplary performance in the execution of the his/her duties or other accomplishments which the Board feels deserving the meritorious recognition.

604. Probation Period – New Employee

All employees shall serve an initial six (6) month probationary period at the initiation of their employment. During the six-month probationary period, continued employment is indefinite and may be terminated, for any reason, by the employee or the Board without notice. A Department Head may extend an initial probationary period up to an additional three (3) months with the approval of the Board.

During the probationary period, employees shall accrue sick leave and vacation time pursuant to Sections 402 and 403; however, employees shall not be eligible to take paid vacation time during the probationary period. Employees terminated during the probationary period shall not receive payment for accrued vacation or sick leave time.

605. Unsatisfactory Performance

Oral Reprimands

Except as otherwise provided herein, for a first violation of any rule, inaction or prohibited action, The Town Administrator may issue an oral reprimand, through the Department Head, to the offending employee. A written record of the oral reprimand signed by the Department Head shall be entered in the employee's personnel folder.

Written Reprimands

A second violation of any rule, inaction or prohibited action or at any time where more serious initial Board action is warranted, the Town Administrator, after consultation with the Board, may issue a written reprimand to the offending employee. The reprimand will be issued to the employee in conference with a witness present and shall detail the incident necessitating the action and the rule or rules violated. A written record signed by the Department Head and conference witness shall be entered in the employee's personnel folder.

a. Probation

Employees whose job performance remains unsatisfactory following an oral or written reprimand, or at any other time, when, in judgment of the Board, the employee's conduct requires such action, may be placed on probation for a period of up to three (3) months. The Town Administrator may make a recommendation of probation to the Board. The Board shall be responsible for placing an employee on probationary status for unsatisfactory performance.

Decisions to place an employee on probationary status shall be made only after the employee has been given an opportunity to be heard, and the Board shall provide written notice to the employee not less than ten (10) work days prior to a hearing, which written notice shall contain the specific allegations of unsatisfactory job performance and the date and time of the hearing.

Within ten (10) workdays after the conclusion of the hearing, the Board shall notify the employee, in writing, of its decision regarding probation, and the duration of any probationary period ordered, at which time the probation shall become effective.

At any time during the probationary period a decision may be made, or at the end of the probationary period, the Board shall decide to:

1. Return the employee to prior status;
2. Continue the probationary status for an additional specified period not to exceed three (3) months; or

3. Terminate employment in accordance with Section 701.

606. Suspension for Violation of Rules and Regulation

An employee may be suspended without pay no longer than two (2) weeks in any twelve (12) month period by the Board (after consultation with the Town Administrator) for violation of municipal or department rules and regulations or other cause.

In addition, he/she may be suspended for an indefinite period, without pay, if charged with a criminal offense arising from his/her employment. An employee may request reconsideration of any suspension by written request to the Board. Upon receipt of such request, the Board shall schedule a hearing within ten (10) work days. At the conclusion of the hearing, the Board shall affirm or vacate the suspension and promptly notify the employee, in writing, of the Board's decision.

SECTION 7: TERMINATION AND VOLUNTARY RESIGNATION

701. Termination after Probation

The Board, or their designee, shall have sole responsibility for terminating an employee with or without cause. Except as provided in Section 702, the Board shall not terminate any employee unless the employee has received written notice from the Board of the intent to terminate employment and the employee shall be entitled to a hearing before the Board (if terminated for cause) in advance of the Board's final decision, which shall also be in writing.

The employee shall be entitled to ten (10) work days' notice of the date and time of the hearing. The notice shall advise the employee of the Board's intent to terminate, with the reasons therefore, in the written hearing notice. If the Board decides, after hearing, to terminate employment, such termination shall be effective upon receipt of written notification of the Board's decision following the hearing, and the employee shall be entitled to receive compensation as set forth in Section 703.

702. Immediate Termination

The Board may terminate employment, notwithstanding the provision of Section 701. For any of the following reasons:

- a. Conviction of a criminal act;
- b. Theft or willful destruction of Town property;
- c. Unauthorized actions of an employee which cause a substantial risk of danger to the health, safety or welfare of the employee or others;
- d. Repeated unauthorized absenteeism;
- e. Insubordination;

- f. Engaging in unprofessional or unethical conduct that, in the judgment of the Board, results in substantial damage to the reputation or credibility of the Town;
- g. Use of or being under the influence of alcohol or controlled or illegal substances during working hours.

The Board shall provide written notice to the employee of the employee's termination of employment, which shall be effective upon receipt, together with the time and place for a hearing before the Board, not less than ten (10) days following the employee's receipt of such notice, at which time the employee shall have an opportunity to show cause for reinstatement. Following such hearing, the Board shall notify the employee in writing of its decision, and the reason therefore. In the event the Board reinstates the employee, such reinstatement shall relate back to the date of termination and the employee shall be entitled to any withheld wages and benefits.

703. Voluntary Resignation

All employees shall provide written notice to the Board of their intent to resign not less than fourteen (14) days prior to the final day of employment. Resigning employees shall be entitled to all earned salary and compensation equivalent to their unused, accrued vacation and compensatory time, but shall not be entitled to compensation for any accrued sick leave.

SECTION 8: CONDUCT OF EMPLOYEES

801. Performance of Duties

Every employee shall perform to the best of his/her ability the duties and responsibilities of the position to which he/she has been assigned. An employee shall, during his/her hours of duty be subject to such other laws, rules, and regulations that pertain thereto, and shall devote his/her full time, attention, and efforts to his/her office and employment.

An employee shall not use his/her position to grant special privileges or exemption for him/her or others.

An employee shall not use Town property or equipment for personal use without prior approval from the Town Administrator or The Board.

802. Attendance and Absence

All employees shall be in attendance at regular work time in accordance with the Policies and with Department rules and regulations. All departments shall keep daily attendance records.

An employee shall not be absent from duty without permission of his/her department head. Any absence of an employee from duty, including the absence for a single day or part of a day which not authorized under provisions of this a Policy, shall be investigated by the appropriate Department Head or Board designee, and shall be reported to the Board for action. Any employee who is absent without authorization shall forfeit all compensation for the period of such absence.

803. Appropriate Dress

All employees are expected to be at work dressed in appropriate uniform or attire suitable for the type of duties and responsibilities required by their individual position.

804. Use of Alcohol, Drugs or Other Controlled Substances While on Duty

Reporting to work or working under the influence of alcohol or drugs is strictly prohibited, unless the drug is prescribed and used in the manner prescribed by a duly licensed physician or dentist. Employees operating a vehicle requiring a CDL are subject to the Town's drug and alcohol testing policy.

An employee who uses or possesses alcoholic beverage on Town premises or while otherwise engaged in Town business, or who reports to work under the influence of alcohol, is subject to disciplinary action, including discharge.

805. Vermont Occupational Safety Hazards Act (VOSHA)

In the interest of the safety and well-being of Town workers, all employees shall acquaint themselves with the rules and regulations of the Vermont Occupational Safety Hazards Act (VOSHA). The Town shall make a copy of the Vermont Occupational Safety Hazards Act available to all employees at a centralized location. All Department Heads shall be responsible for enforcing safety rules as required by VOSHA and/or adopted by the Town.

All employees shall conduct themselves in a safe manner at all times in accordance with these regulations and shall not violate the VOSHA regulations. Any defective unsafe equipment or practice shall be immediately brought to the attention of the Department Head or the Board and use of such unsafe equipment or practice shall cease immediately. Employees found not to be in compliance may be subject to discipline action, including discharge.

806. Smoking Policy

In accordance with 18 V.S.A. § 1421 et seq. and § 1741 et seq., the Town hereby prohibits employees' use of tobacco in any form in all Town buildings and vehicles. Smoking is restricted to a designated outdoor smoking area, which shall be established by the Board, and shall be a minimum of 100 feet from any entrance to any Town building.

807. Personal Computers and E-mails,

All users of the Town computers and networks are obligated to adhere to this policy. While occasional, brief, and appropriate personal use of the Town computer system is permitted, provided it is consistent with this policy and does not interfere with an employee's job duties and responsibilities.

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

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

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

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

- Communications that in any way may be construed by others as disruptive, offensive, abusive, discriminatory, harassing, or threatening;
- Communication of sexually explicit images or messages;
- Transmission of chain letters or solicitations for personal gain, commercial or investment ventures, religious or political causes, outside organization, or other non-job-related solicitation during or after work hours;

- Access to internet resources, including websites and news groups, that are inappropriate in a business setting;
- Any other use that may compromise the integrity of the Town and its business in any way.

Email messages that are intended to be temporary, non-substantive communications may be routinely discarded. However employees must recognize the emails sent, received, or stored on the Town computer system are subject to Vermont's Public Records Law and may be covered by the State of Vermont's retention schedule for municipal records. Remote access to servers or emails may be allowed with Board approval.

807.5 Cell Phone Use

For the purpose of this policy, the term Cell Phone is defined as any handheld electronic device with the ability to receive and/or transmit voice, text or data messages. During working hours employees are expected to exercise discretion in the use of personal cell phones. Employees should restrict personal calls during working hours and schedule personal cell phone use only for scheduled breaks or lunch periods in a non-working area. Employees have the responsibility to inform family members and friends of this policy. The Town is not responsible for the loss of personal cell phones brought into a work area. Cell phone use is expressly prohibited unless using a Bluetooth device, during the use of vehicles and equipment.

808. Sexual Harassment

Sexual harassment in the workplace is illegal under Federal and Vermont law and is strictly prohibited. The Town is committed to providing a workplace free from this unlawful conduct. All employees have the right to work without being subjected to insulting, degrading or exploitative treatment on the basis of their gender. It is against the policies of the Town for any individual, male or female, to sexually harass another individual in the workplace. In accordance with 21 V.S.A. § 495h, the Town has adopted the following sexual harassment policy. All employees are required to read this policy before signing the employee acknowledgement form.

Sexual harassment is a form of sex discrimination and means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

Submission to that conduct is made either explicitly or implicitly a term or condition of employment;

Submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting that individual; or

The conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of sexual harassment include, but are not limited to, the following when such instances or behavior come within one of the above definitions:

Either explicitly or implicitly conditioning any term of employment (e.g., continued employment, wages, evaluation, advancement, assigned duties or shifts) on the provision of sexual favors;

Touching or grabbing any part of an individual's body;

Touching or grabbing any part of an individual's body after that party has indicated, or it is known, that such physical contact was unwelcome;

Continuing to ask an individual to socialize on or off-duty when that person has indicated he/she is not interested;

Displaying or transmitting sexually suggestive pictures, objects, cartoons or posters if it is known or should be known that the behavior is unwelcome;

Continuing to write sexually suggestive notes or letters if it is known or should be known that the person does not welcome such behavior;

Referring to or calling a person a sexualized name if it is known or should be known that the person does not welcome such behavior;

Regularly telling sexual jokes or using sexually vulgar or explicit language in the presence of a person it is known or should be known that the person does not welcome such behavior;

Retaliation of any kind for having filed or supported a complaint of sexual harassment (e.g., ostracizing the person, encouraging the person to drop or not support the complaint, adversely altering that person's duties or work environment, etc.)

Derogatory or provoking remarks about or relating to an employee's sex, and harassing behavior directed against a person on the basis of his or her sex.

It is also unlawful to retaliate against employees for filing a complaint of sexual harassment or for cooperating in an investigation of sexual harassment.

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

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

809. Use of Town Vehicles

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

Town vehicles shall not be used by an employee for any outside employment activity.

Use of Town vehicles shall be limited to Town 'Employees.'

Employees are required to check vehicles prior to being operated that day for safe mechanical operation (pre-trip inspection). If an employee discovers any defects during the operation of a vehicle he/she should report the defect to their supervisor immediately.

Town employees shall operate all Town vehicles in accordance with all Local, State and Federal laws, (with the exception of certified law enforcement officers performing their required duties, and in accordance with the police department's policies and procedures).

All Town vehicles shall remain at the Town Office or Town Garage during an employee's pre-established vacation time.

All operators of Town vehicles shall hold a valid driver's license and not be under any special conditions or restrictions.

The following activities are strictly prohibited in Town vehicles;

1. The smoking or chewing of tobacco products.
2. The possession or use of fire arms or other weapons (except by certified law enforcement personnel), and
3. The possession or consumption of alcohol or controlled or illegal substances.

810. Gratuities and Gifts

Employees may not directly or indirectly ask, demand, exact, solicit, accept or receive a gift, gratuity, act or promise beneficial to that individual, or another, which could influence any action or inaction associated with their official duties on behalf of the

Town, or create the appearance of impropriety in connection with any actions or inactions associated with their official duties on behalf of the Town.

811. Limitation on Multiple Positions

No individual may hold more than one official job position for the Town without the prior approval of the Board

812. Outside Employment and Other Activities

Employees must notify the Town Administrator of any outside employment or other activity that could present a potential conflict for the employee and/or Town, such a position that would require devoting so much time or effort as to affect the satisfactory performance of the employee's job responsibility or present a conflict when performing the scope of his/her responsibility for the Town.

813. Laws & Regulations

All employees are held accountable to be aware of and fully comply with all laws and other regulatory matters that affect their individual job responsibilities. Similar, all employees must adhere to related policies and procedures of the Town. Employees found not be in compliance may be subject to discipline up to and including termination of employment.

SECTION 9: REPORTS AND RECORDS

901. Accident Reporting

In the event an employee is involved in any incident involving Town-owned vehicles or equipment, or personal vehicles while on Town business, resulting in personal injury, alleged violations of any statute or rule and/or involving damage of \$250.00 or more, the employee shall file a written report with the Town Administrator within forty-eight (48) hours following such accident.

902. Employee Records

Personnel records will be maintained for each employee of the Town in accordance with Vermont's Public Records Law, any employee or the employee's designated representative may inspect or copy his or her personnel files 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 10: SCOPE AND EFFECT

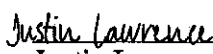
Upon commencement of employment, the employee shall sign a statement indicating that he/she has reviewed and understands the provisions of the Town of Berlin Personnel Policies and agrees to be bound to the provisions of the policies through the course of his/her employment. All current employees shall be asked to acknowledge receipt and understanding of the provisions of the Town of Berlin Personnel Policies.

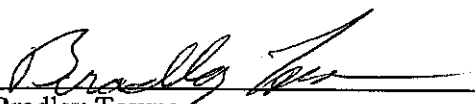
SECTION 11: SEVERABILITY

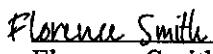
If any provision of these policies or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the remaining provisions of these policies, or their application.

Personnel Policies adopted November 6, 1989.
 Revised Personnel Policy adopted by the Town of Berlin Selectboard-January 21, 2002;effective
 March 1, 2002.
 Revised Personnel Policy April 1, 2002
 Revised Personnel Policy March 7, 2011
 Revised Personnel Policy November 4, 2013
 Revised Personnel Policy May 18, 2015
 Revised Personnel Policy September 21, 2015-Sec. 308
 Revised Personnel Policy October 5, 2015-Sec. 403&502
 Revised Personnel Policy May 3, 2021-added Sec. 503,504, Addendum 1, various edits

Revised Personnel Policy as adopted by Selectboard on May 17, 2021

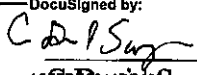
DocuSigned by:

 Justin Lawrence


 Bradley Towne

DocuSigned by:

 Florence Smith

DocuSigned by:

 John Quinn III

DocuSigned by:

 C. David Sawyer

TOWN OF BERLIN SELECTBOARD

Employee Acknowledgement of Receipt of Policy

Date _____

Employee Name _____

I acknowledge receipt of the Town of Berlin's Personnel Policy with revisions as approved by the Berlin Selectboard on May 3, 2021. And will familiarize myself with its contents and agree to follow the approved polices.

Signature

ADDENDUM 1

**Town of Berlin Vermont
Transitional Duty Agreement**

Both the municipality and the recovering employee named below agree that the employee is being temporarily re-assigned to duties that fall within functional restrictions established by the treating healthcare provider in response to a specific work-related injury. These duties are transitional in nature and are subject to task availability, payroll budget, and other factors. This duty re-assignment is offered at the employer's discretion, and the employer may rescind it at any time.

The municipality agrees to:

- Prior to work re-assignment, review with the recovering employee the work restrictions outlined by the treating healthcare provider.
- Provide a safe work environment for the recovering employee who signs this agreement. This includes a commitment to monitor the workload of the injured employee and solicit input from him/her periodically during the performance of the temporarily assigned tasks to ensure that work is being well tolerated.
- Provide work that generally falls within the work restrictions outlined by the treating medical provider.
- Compensate the employee at his/her normal hourly rate of pay.

The recovering employee agrees to:

- Strictly adhere to the work restrictions provided by the treating healthcare provider and to the assigned duties listed below. **In no case is the employee authorized to exceed his/her work restrictions or perform tasks not identified in this agreement.**
- **Immediately** notify the supervisor if the employee experiences any unusual pain or a worsening or change in symptoms in the injured body part or any other body part or system.
- Communicate to anyone with supervisory or managerial responsibility any situation(s) where the employee feels the work requires actions, motions, or procedures that force him/her to exceed his/her work restrictions.

Current job title of recovering employee: _____

The duties listed below fall within restrictions provided by the treating healthcare provider. The duties and work schedule assignments are outlined as follows:

-
-

-
-
-

We the undersigned agree to fulfill our obligations as stated above and work together to ensure a safe and productive Transitional Return to Work assignment.

Employee: _____
Printed Name Signature Date

Supervisor: _____
Printed Name Signature Date

Management: _____
Printed Name Signature Date
