

Personnel Policies Town of Marlboro, Vermont

Personnel Acknowledgement: To be signed by an employee and returned to the Marlboro Town Administrator or other Marlboro Town Official after reading.

I, _____, acknowledge that:

- A. I received a copy of the Town of Marlboro's personnel policy on _____
- B. I have been given an opportunity to ask questions about the said policy, and I have been provided with satisfactory information in response to my questions.
- C. I understand that the language used in this personnel policy is not intended to create, nor should it be construed to create, a contract of employment between myself and the Town.
- D. I acknowledge that the Town reserves the right to add, amend or discontinue any of the provisions of this policy for any reason or none at all, in whole or in part, at any time, with or without notice.
- E. I acknowledge that I understand the Town's personnel policy and I agree that I will comply with all of its provisions.

Employee's Signature

Date

Personnel Policies

Town of Marlboro, Vermont

Section 1: Title and Authority

This policy shall be known as the Town of Marlboro personnel policy. It has been adopted by the Town of Marlboro Selectboard pursuant to 24 V.S.A. §§ 1121 and 1122 on August 1, 2025.

This personnel policy does not constitute a contract of employment. Employment with the Town of Marlboro is at will and not for any definite period or succession of periods of time. The Town or the employee may terminate employment at any time, with or without notice. Elected officials are expected to acknowledge this policy and comply with this policy for the duration of their terms. The Select Board reserves the right to amend any of the provisions of this personnel policy for any reason and at any time, with or without notice.

This personnel policy will be administered by the Select Board or its authorized representative.

Section 2: Persons Covered

This personnel policy applies to all paid full-time and part-time employees of the Town of Marlboro, including elected officials.

For purposes of this policy, a full-time employee is an employee who works at least 30 hours per week on a regular and continuing basis. A part-time employee is an employee who works fewer than 30 hours per week on a regular and continuing basis. Members of the Town boards, commissions, volunteers are covered under these policies except for those areas of financial consideration (*Sections 17, 18, 19, 20, 21, & 28*). Seasonal employees and people who provide the Town with services on a contract basis fall into a separate category. These Town workers are expected to respect the intent of this personnel policy but are not subject to any rules regarding pay or benefits.

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

Section 3: Equal Employment Opportunity

The policy of the Town of Marlboro is to provide equal opportunity to all employees and applicants without regard to race, color, religion, sex, sexual orientation, age, nationality origin, marital status, disability, veteran's status or any other category under local, state or federal law.

Section 4: Probationary Period

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

Section 5: Conduct of Employees

All employees are considered representatives of the Town and as such are expected to conduct themselves in a courteous, helpful, and respectful manner in all their interactions with the public and other employees. It shall be the duty of each employee, in service to the Town, to maintain a high standard of conduct, cooperation, efficiency and economy in their work for the Town.

Section 5: Conduct of Employees (continued)

All employees are expected to faithfully execute the duties and responsibilities of their office to the best of their ability and in compliance with the provisions of this personnel policy.

Section 6: Hours of Service

All paid positions for the town are held responsible to account for their own hours and report on work completed. Hours worked should be submitted to the Treasurer for hourly compensation to be reimbursed. In the case of salaried workers, their hours will automatically be paid by the Treasurer. The Select Board approves pay orders and as such approves hours submitted.

Regular work hours for the Road Crew shall be an eight-hour day, Monday through Friday during the winter months, and four ten-hour days Monday through Thursday during the summer months as set by the road foreman.

Regular work hours may be changed, and employees may be expected to work additional hours that may exceed forty hours in a given week, as circumstances require. When an employee exceeds forty hours in a given week, he/she will receive time and a half per hour for that extra work. In order to qualify for overtime, pay, he/she must have actually worked those forty hours, i.e. paid holiday time does not count towards overtime pay. This policy also includes elected officials.

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. Employees who are calling in sick are expected to notify their supervisor before the start of the workday or as soon as possible.

Section 7: 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.

Section 8: Outside Employment

The primary employment obligation of all full-time employees shall be to the Town. Employees may not engage in any outside business activities during their normal working hours. Employees are prohibited from undertaking outside employment that interferes with their job performance or constitutes a conflict of interest. Prior to accepting any outside employment, Road Crew employees will disclose their intent to the Road Foreman in writing and obtain prior clearance from the Town that such employment does not constitute a conflict of interest.

A conflict of interest means a direct or indirect personal or financial interest of an employee, his or her close relative, household member, business associate, employer or employee. A close relative includes a spouse, civil union partner, romantic cohabitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, parent-in-law and sibling-in-law.

Section 9: Political Activity

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

This personnel policy is not to be construed to prevent employees from becoming or continuing to be members of any political party or organization, from attending political party or organization meetings or events, or from expressing their

Section 9: Political Activity (continued)

views on political matters, so long as these views are clearly articulated as being those of the individual and not of the Town, and these activities do not interfere with the individual's ability to effectively perform his or her duties and take place or are expressed during non-working hours. Nor is this personnel policy to be construed from prohibiting, restraining or in any manner limiting an individual's right to vote with complete freedom in any election.

Section 10: Nepotism

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

Applicants for employment in the Town of Marlboro shall be selected without regard to a close relationship which they may have with a current employee of the town. To avoid possible conflicts of interest, which may result from employment practices, a Select Board member who is related biologically, by cohabitation or by marriage to an employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person. A close relative includes a spouse, civil union partner, romantic cohabitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, parent-in-law and sibling-in-law.

Section 11: Alcohol and Drug Use

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.

Section 12: Tobacco Use

In recognition of the hazards that tobacco poses to the health of employees, and in accordance with 18 V.S.A. §§ 1421 et seq. and §§ 1741 et seq., the Town hereby prohibits employees' use of tobacco in any form in all publicly owned buildings, offices and enclosed areas. In town vehicles, tobacco use is permitted when an occupant/driver is alone or at the discretion of a second person.

Section 13: Performance Evaluations

All employees, including elected officials, are subject to regular job performance evaluations. The purpose of these evaluations is to foster regular communication between members of the Town workforce, and to keep a record of job performance over time. The results of such evaluations will be submitted to the employee by the employee's supervisor, with copies submitted to the Select Board. Employees will always have the opportunity to complete a self-evaluation to accompany his or her performance evaluations. All evaluations will become a part of the employee's personnel file. It is of critical importance that all employees and participants in Town government have an up-to-date personnel file.

In the case of town employees who do not have supervisors, such as Select Board members, Treasurer, and Town Clerk, it will be expected that they develop a system of evaluation between equals. The results of these collegial exchanges will be captured in the form of minutes or notes, and submitted to the Select Board and placed in the employees' personnel files.

The format of these evaluations between equals can be reciprocal and conversational, and include such inquiries as:

- What is going well with your work?
- What is proving to be challenging?
- What support or additional resources do you need in order to meet these challenges?
- Are there any changes that you could suggest in order to further improve your job experience and performance?
- What are your least favorite parts of your job?
- What are your favorite parts of your job?

Section 14: Personnel Records

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

Section 15: Use of Town Equipment/Personal Equipment

The use of Town equipment or property for personal use is strictly prohibited. Using personal vehicles while on the job is allowed if the employee has appropriate vehicle insurance. The Town's PC Coverage does provide Auto Liability coverage, in accordance with the Town's limit of insurance, for automobiles owned by an employee/official while being used to conduct business for the Town, in accordance with the following conditions:

- The PACIF Auto Liability Coverage is excess over any valid and collectable primary insurance (the vehicle owner's personal auto policy – see below for minimum requirements).
- The employee/official must be using their automobile to conduct business, within their scope of duties, for the Town.
- The Auto Liability Coverage is subject to the Town's Limit of Insurance for Auto Liability.

If an employee causes an accident while they are performing their municipal duties, their personal auto policy would be the first line of coverage, and once those limits are exhausted, PACIF will pay the excess liability up to the \$10,000,000 limits. The PACIF PC Coverage Document ***does not*** provide coverage for Physical Damage (Comprehensive or Collision Coverage) to personal vehicles being used for business.

If possible, employees/officials are urged to use municipal vehicles is available and practical.

In order to use an employee's/official's personal vehicle for municipal business, they must have the following Vermont's minimum requirements for car insurance:

- Bodily Injury Liability Coverage: \$25,000 per person and \$50,000 per accident.
- Property Damage Liability Coverage: \$10,000.
- Uninsured Motorist Bodily Injury Coverage: \$50,000 per person and \$100,000 per accident

Without at least the above coverage, the vehicle should not be used for municipal business and other options shall be used.

All personal vehicle use will be reimbursed at the current federal rate per mile.

Section 16: Use of Town Computer System

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

Section 16: Use of Town Computer System (continued)

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 uses 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.
- Communications of sexually explicit images or messages
- Transmission of chain letters or solicitations for personal gain, commercial or investment ventures, religious or political causes, outside organizations, or other non-job-related solicitations during or after work hours
- Access to Internet resources, including web sites and news groups, which are inappropriate in a business setting.
- Any other use that may compromise the integrity of the Town and its business in any way.

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

For purposes of this section, computer system means all computer-related components and equipment including, but not limited to, host computers, file servers, workstation terminals, laptops, software, internal or external communication networks, the Internet, commercial online services, backup systems, and the internal and external email systems accessed via the Town's computer equipment.

Section 17: Compensation, Wages, and Pay Scales

The Select Board will establish the starting pay for all new hires. Once employed beyond the probationary period, six (6) months, employees will be eligible to participate in a regular schedule for pay raises based on time served and positive evaluations. Each period, as defined by the pay schedule, will automatically result in a pay raise based on a percentage of the current wage, subject to positive evaluations.

Yearly COLA will be set by the Select Board (using available CPI, etc. data) separately from the pay schedule.

If an employee is required to attend professional development, they will be paid their regular hourly rate for both travel time and educational time.

If the employee drives their personal vehicle, they will also receive the federal mileage reimbursement.

****Pay Schedule in process of being created and will be added with appropriate signatures when completed with town personnel advised of the schedule and how it will work.**

Section 18: Eligibility for Benefits

The Town of Marlboro wants to ensure that, within the town's means, eligible employees and their families are covered by health insurance. To be eligible an employee must work more than 30 hours per week for a minimum of 20 or more consecutive weeks annually. Annually, in keeping with plan anniversary date requirements, the Select Board will review available plans, their associated costs and adopt a plan for the year based on available resources and other considerations.

The town offers the following group insurance programs for the benefit of its eligible full and part time employees.

- Health
- Life
- Short Term disability
- Vermont Municipal Retirement System

Section 18: Eligibility for Benefits (continued)

The town reserves the right to change insurance carriers, or to add, delete or amend insurance benefit programs in its sole discretion. The town also reserves the right to change the amount or percentage of its contribution to the cost of any group health insurance program. Employees will be provided with advance notice of any change in the contribution rate. Annually, the Select Board will approve the proposed plan and employer contribution.

Section 19: Policy for Paid Holidays

The Town of Marlboro currently recognizes 13 paid holidays (see listing below) that apply to all employees with 30+ hours per week and the Town's paid elected officials.

January 1 st – New Year's Day	August 16 th – Bennington Battle Day
3 rd Monday in January – MLK Jr. Day	1 st Monday in September – Labor Day
3 rd Monday in February – President's Day	2 nd Monday in October – Indigenous People's Day
1 st Tuesday in March – Town Meeting Day	November 11 th – Veteran's Day
Last Monday in May – Memorial Day	4 th Thursday in November – Thanksgiving Day
June 19 th – Juneteenth	December 25 th – Christmas Day
July 4 th – Independence Day	

An hourly employee whose normal work week includes one of these holidays will be paid for the number of hours they "would have worked" should the day not be a paid holiday. Due to their work schedule, should an employee not be scheduled to work on a "paid holiday" then they will not receive pay for that day. Salaried employees will be paid their normal weekly salary regardless of whether that work week includes a paid holiday or not.

To more fully clarify the "Paid Holiday" policy, please note the examples below:

Example of policy: As the Highway Department works a 4-day work week (10 hours per day) from May 1 through November 30, should Veteran's Day in November fall on a Monday, that Highway Dept employee would receive 10 hours of pay for that Monday "paid holiday". Should Veteran's Day fall on a Friday (when a Highway Dept employee would not have worked anyway), said employee would not receive any holiday pay for this holiday. Similarly, once the Highway Department returns to a 5 day a week schedule of 8-hour days, they receive holiday pay of 8 hours for say MLK, Jr. Day, which falls on a Monday each year.

Employees not on a split schedule working 8-hour workdays would receive 8 hours of pay for any paid holiday for a day on which they are scheduled to work. Should non-Highway Dept. employee in fact work a 4-day work week with expanded hours, similar to the Highway Department, then their "paid holiday" pay would mimic the way the Highway Dept receives "paid holidays" and would receive pay equal to the number of hours they would have worked had it not been a holiday.

To reiterate, salaried employees will receive their normal pay regardless of whether the work week includes a holiday or not.

The list of "Paid Holidays" is open to change at the sole discretion of the Marlboro Select Board.

Section 20: Vacation Time

The following policies apply to full-time employees and those elected officials for whom paid time off is part of their agreements with the Town.

Please note that all vacation time must be approved by the employee's supervisor.

1. Time off will be assigned as designated below:
 - a. Year One: employees will receive 40 hours of paid time off.
 - b. Years Two through Four: employees will receive 80 hours of paid time off.
 - c. Years Five through Nine: employees will receive 120 hours of paid time off.
 - d. Years Ten and onward: employees will receive 160 hours of paid time off.
2. Time of service will be based on employee's hire date and employee will receive his or her time off on their hire date or anniversary of their hire date (*i.e. Employee X is hired on June 1, 2024, they will receive 40 hours of vacation on that day and commencing on their anniversary date of June 1, 2025, will receive 80 hours of vacation time, each year (on June 1) until their anniversary on June 1, 2028, when they would receive 120 hours and so on).*

Section 20: Vacation Time (continued)

3. Employees will be able to "carry-over" up to 240 hours of paid time off into the following year. Unused paid time off over and above 240 hours will be "lost" as of the anniversary of their hire date the following year. *(i.e. Employee X [hire date - June 1] has 245 hours of vacation time as of May 31, 2025, the 5 hours above 240 will be "lost" on June 1, 2025. Note: employees will still receive their mandated "new" vacation time for the upcoming year.)*
4. All time off needs to be approved by the employee's supervisor. The needs of the town will be taken into account i.e., for road crew members, taking vacation during a snowstorm will not be approved.

Full-time employees will receive vacation leave pay at the employee's regular rate of pay.

An employee who resigns from employment with the Town will be compensated for unused vacation leave, provided that the employee gives at least two weeks' written notice of the resignation. However, if an employee resigns within 3 months after his/her anniversary of employment, the vacation time earned on his or her anniversary will not be paid in full. Only 50% of the remaining unused vacation pay will be paid. In all cases, all rolled over vacation leave will be paid.

Section 21: Sick Leave

Employees will receive 6 paid sick leave days per year. Up to two days per year of accrued sick time can be used for personal days with prior permission from the supervisor. Consideration by the supervisor may include consideration of such things as staff coverage ensuring that the absence won't unduly disrupt town operations. An employee may use sick leave for an illness or injury that prevents the employee from performing the employee's job duties. The town reserves the right to require a doctor's verification that the employee was unable to work for health reasons for sick leave exceeding three consecutive workdays.

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

- A medical appointment
- An appointment eligible for short-term family leave under the provisions of the Vermont Parental and Family Leave Act (21 V.S.A. § 472a).
- A funeral
- A meeting with the employee's personal attorney.
- An appointment for the closing, purchase, sale, or refinancing of a primary residence.
- Any other appointments authorized in advance by the employee's supervisor.

Full-time employees will receive sick leave pay at the employee's regular rate of pay. If an employee does not use all of the employee's sick leave in a year, the employee may carry a maximum of 25 sick leave days forward to the next year. Upon separation from employment, an employee will not be compensated for unused sick leave.

Section 22: Bereavement Leave

Employees will receive three (3) paid bereavement leave days per year. Employees may use bereavement leave for the death of a close relative or any other relative if the relative was living in the same household as the employee immediately preceding his or her death.

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

If an employee does not use all of the employee's bereavement leave in a year, the employee may not carry the unused leave forward to the next year. Upon separation from employment, an employee will not be compensated for unused bereavement leave.

Section 23: Parental and Family Leave

The Town of Marlboro will provide Parental and Family Leave along the guidelines laid out in the VPFLA (21 VSA Sec. 472). While at the current time Marlboro, based on the number of eligible employees (30 hours/week over 12 months), does not meet the minimum number of employees to fall under this act, Marlboro will and does provide this benefit to town employees who meet the 30 hours/week over 12 months work requirement.

As described in the Act, this benefit provides up to twelve (12) weeks of unpaid leave within a twelve (12) month period (see examples in the appendix) *(backdated from the start of the leave period – i.e. should an employee take four(4) weeks of leave in May and want to take another leave in October, they would be eligible for only eight (8) more weeks; should they instead request leave in June of the following year, without taking any leave since the leave in May of the previous year, they would be eligible for the full twelve (12) weeks.)* for the conditions set forth below, and their job or one equivalent will be available to them upon their return. The leave can be taken in sections and does not need to be taken all at once.

Conditions for Parental and Family Leave:

- Parental Leave: during pregnancy and/or after childbirth; or, within a year following the initial placement of a child 16 years of age or younger with the worker for the purpose of adoption.
- Family Leave: for the serious illness of the worker, worker's child, stepchild, ward, foster child, party to a civil union.

Additionally, to the leave provided in 21 V.S.A. Sec. 472, a worker is entitled to short-term family leave of up to 4 hours in any 30-day period (but not more than 24 hours in any 12-month period) of unpaid leave:

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

For both Parental and Family leave and Short-Term Leave, the employee must give reasonable written notice of intent to take the leave, including the anticipated dates the leave will start and end. The employer may not require notice more than 6 weeks prior to birth or adoption. If serious illness is claimed, the employer may require certification from a physician. *Additionally, if an employer becomes aware of a qualifying situation, the employer reserves the right to designate the start of P & F leave, even if the employee is qualified for Short-Term disability coverage or worker's compensation coverage.*

For short-term family leave, a worker must give notice as early as possible, at least seven days before the leave is to be taken unless waiting seven days could have a significant adverse impact on the employee's family member(s). An employee may choose to use sick leave, or vacation leave, or any other accrued paid leave time during the leave, up to six weeks. The employer may not require the employee to do so. Use of paid leave does not extend the overall leave time to which the employee is entitled.

The employer must continue to provide all employee benefits unchanged during the leave period but may require the employee to contribute to the cost at the existing rate of worker contribution.

Upon return from leave, an employee must be offered the job held previously or a comparable one at equal pay, benefits, seniority, and other terms and conditions.

Exceptions: An employee is not entitled to leave under the Parental and Family Leave Act if the employer can prove by clear and convincing evidence that:

- Layoff: during the period of leave the employee's job would have been terminated or the worker would have been laid off for reasons unrelated to the leave; or

Section 23: Parental and Family Leave (continued)

- Unique Services: the worker performed unique services and hiring a permanent replacement during the leave, after giving the worker notice of intent to do so, was the employer's only available alternative to prevent substantial and grievous economic injury.

This law sets a minimum standard for parental and family leave rights. It does not prevent an employer from offering a more generous leave policy and does not reduce an employer's obligation under a collective bargaining agreement or existing program that provides greater leave rights than the law requires.

EMPLOYEES ARE PROTECTED FROM RETALIATION OF ANY KIND IN CONNECTION WITH THE ENFORCEMENT OF THIS LAW.

FOR THE FULL DESCRIPTION, OUTLINE, AND PARTICULARS FOR 21 VSA 472, THE STATUTE CAN BE FOUND ON THE VERMONT DEPARTMENT OF LABOR WEBSITE AND IN PARTICULAR HERE:
https://labor.vermont.gov/sites/labor/files/doc_library/Parental%20and%20Family%20Leave%20Poster.pdf

Section 24: Short Term Family Leave

In accordance with the Vermont Short Term Family Leave Law, eligible employees may be entitled to take unpaid leave not to exceed four hours in any thirty-day period and not to exceed twenty-four hours in any twelve-month period for the following purposes:

- To participate in preschool or school activities directly related to the academic educational advancement of the employee's child, stepchild, foster child, or ward.
- 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 five days before leave is to be taken, except in the case of an emergency.

Section 25: Leave of Absence Without Pay

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

If a leave of absence without pay is granted, the employee's health plan coverage will continue for the remainder of the month in which the leave starts. Following this the employee may, at the Town's sole discretion, continue the employee's group health plan coverage by paying the required premium in accordance with the payment schedule established by the Town. Other employee benefits (e.g. sick leave, vacation, seniority, etc.) will not accrue during the unpaid leave period.

Employees may also choose to use vacation time for emergency paid leave.

Section 26: Military Leave

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

Section 27: Jury Leave

The Town will compensate employees for their service as jurors or witnesses. In accordance with Title 21, employees will otherwise be considered in the service of the Town for purposes of determining seniority, benefits, credit towards vacations, sick leave, and other rights, privileges, and benefits of employment.

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

Section 28: Overtime and Compensatory Time Off

In accordance with the Fair Labor Standards Act, the Town compensates all nonexempt employees at the rate of one and one-half hours for each hour actually worked in excess of forty hours in any work week.

For an employee to receive overtime pay, it is necessary that the employee actually worked those 40 hours, i.e. vacation or holiday pay during that work week will not entitle that employee to overtime pay.

When an employee is required to work on a paid holiday, that employee will be paid for time and a half for that day. In addition, that employee will have the right to ask for a paid day off with the approval of their supervisor, however employees will not be able to request this time in the form of extra pay.

Section 29: Employment Discrimination

Vermont (VFEPa) and federal law prohibit employment discrimination or retaliation based on race, color, religion, sex, national origin, sex, age, or against a qualified individual with a disability with respect to all employment practices. Vermont law also prohibits discrimination based on sexual orientation, ancestry, HIV status, and place of birth. **It is also unlawful to retaliate against employees or applicants who have alleged employment discrimination.**

Employees are encouraged to bring any complaints alleging unlawful discrimination to the attention of the employee's supervisor or his/her designee who will arrange a meeting to discuss the matter. The meeting will take place as soon as reasonably possible, but in no case later than seven calendar days from receipt of notification. If the supervisor or his/her designee is unable to resolve the matter during this meeting, the aggrieved party may submit to the supervisor or his/her designee a written, signed complaint within seven additional calendar days. The supervisor or his/her designee will then have an additional fifteen calendar days in which to conduct an investigation and to issue a report with recommendations to the Select Board. The Select Board will, within ten calendar days, notify the aggrieved party of its decision.

Section 30: Sexual Harassment and/or Hostile Work Environment

It is the policy of the Town of Marlboro that all employees are responsible for assuring that the workplace is free from sexual harassment and/or a hostile work environment. Because of the Town's strong disapproval of offensive or inappropriate sexual behavior at work, and because sexual harassment is unlawful, all employees must avoid any action or conduct which could be viewed as sexual harassment, including:

1. Unwelcome sexual advances.
2. Requests for sexual acts or favors.
3. Other verbal or physical conduct of harassing nature.

Because the Town also strongly disapproves any actions by any employee that creates a hostile work environment that is also unlawful, all employees must also avoid any action or conduct which could be viewed as creating a hostile work environment: defined as a workplace where unwelcome conduct creates an intimidating, offensive, or abusive atmosphere, making it difficult for an employee to do their job. This usually involves conduct that is based on protected characteristics (like race, sex, religion, etc.) and is so severe or pervasive that it alters the conditions of employment. (per Vermont.gov website <https://workplacesforall.vermont.gov/employers/responsibilities/workplace-harassment>)

Section 30: Sexual Harassment and/or Hostile Work Environment (continued)

Any employee who has a complaint of sexual harassment and/or a hostile work environment situation at work by anyone, including supervisors, co-workers, or visitors, must bring the problem to the attention of his or her Department Head or the Selectboard. If the complaint involves someone in the employee's direct line of command, the employee may go directly to the Selectboard with the complaint. Retaliation against an employee for making a complaint of sexual harassment and/or a hostile work environment or for cooperating with an investigation of the same is unlawful and will not be tolerated.

Complaints of sexual harassment and/or a hostile work environment shall be investigated promptly. The determination of whether or not a particular action constitutes sexual harassment and/or a hostile work environment shall be made from the facts on a case-by-case basis. In determining whether alleged conduct constitutes sexual harassment, the Select Board shall look at the record as a whole and at the totality of the circumstances, such as the nature of the behavior and the context in which the alleged incidents occurred. If sexual harassment and/or a hostile work environment is found to exist, prompt corrective action shall be taken.

The sexual harassment and/or hostile work environment policy of the Town of Marlboro shall be provided to each employee, shall be posted in a prominent place in the workplace, and shall include the names and addresses of the state and federal agencies that handle complaints of sexual harassment and/or a hostile work environment in the workplace.

Section 31: Employee Discipline

Whenever work habits, attitude, production, or personal conduct of an employee falls below a desirable standard, as determined by or reported to the supervisor, the supervisor shall in private point out the issues at the time that they are observed or reported. Corrections shall be delivered in a constructive and respectful manner in an effort to encourage full cooperation and positive performance from the employee.

The Town of Marlboro has adopted a system of progressive discipline to identify and address employee and employment-related problems.

The progressive discipline process does not apply to elected officers and their statutory assistants. However, an elected officer may choose to follow the requirements of this policy for discipline and termination of his or her statutory assistants. A statutory assistant means an individual appointed to his or her position by an elected officer of the Town having express statutory authority to appoint an assistant. Statutory assistants include the assistant clerk and the assistant treasurer. In the case of issues having to do with appointed officials not under the direct supervision of the Town Clerk or Treasurer, it will be the responsibility of the Select Board to follow disciplinary procedures.

Under the town's progressive discipline process, an employee may be subject to disciplinary action, up to and including termination, for violation of the provisions of this personnel policy and/or failure to maintain an acceptable level of performance as defined by job description and explicitly stated expectations. The Town may take prior disciplinary action into consideration when disciplining or terminating an employee. Violations of different rules may be treated as repeated violations of the same rule for purposes of progressive discipline.

Most often, employee conduct that warrants discipline results from unacceptable behavior, poor performance, or violation of the Town's policies, practices, or procedures. However, discipline may be issued for conduct that falls outside of those identified areas. The Town also reserves the right to impose discipline for off-duty conduct that adversely impacts the legitimate interests of the Town. The Town reserves the right in its sole discretion to bypass progressive discipline and to take whatever action it deems necessary to address the issue at hand. This means that more or less severe discipline, up to and including termination, may be imposed in a given situation at the Town's sole discretion. It is critical that all steps in the disciplinary process be documented and included in the employee's personnel file to ensure transparency and the legality of the process.

The Town also retains the right to unilaterally eliminate positions or reduce the work hours of a position, or positions, due to economic conditions, shortage of work, organizational efficiency, changes in departmental functions, reorganization or reclassification of positions resulting in the elimination of a position or for other related reasons.

Section 31: Employee Discipline (continued)

Probationary employees are not subject to the Town's progressive discipline process. Notwithstanding any other provision of this policy, an employee terminated during the probationary period will have no right to appeal such termination.

The Town will adhere to the following progressive disciplinary process:

- (1) verbal warning
- (2) written warning
- (3) suspension
- (4) termination.

Employees are prohibited from engaging in conduct listed below and may receive discipline, up to and including termination, for doing so. This list has been established to provide examples of behavior that could warrant a range of disciplinary sanctions. Appropriate levels of discipline may be based on the severity of employee conduct. This list is not exhaustive.

- Refusing to do assigned work or failing to carry out the reasonable assignments of a supervisor or the selectboard.
- Being inattentive to duty, including sleeping on the job.
- Falsifying a timecard or other record or giving false information to anyone whose duty is to make such records.
- Being repeatedly or continuously absent or late, being absent without notice or satisfactory reason or leaving one's work assignment without appropriate authorization.
- Conducting oneself in any manner that is offensive, abusive or contrary to reasonable community standards and expectations of public employees.
- Engaging in any form of harassment including sexual harassment.
- Misusing, misappropriating, or willfully neglecting Town property, funds, materials, equipment or supplies.
- Unlawfully distributing, selling, possessing, using or being under the influence of alcohol or drugs when on the job or subject to duty.
- Fighting, engaging in horseplay or acting in any manner which endangers the safety of oneself or others. This includes acts of violence as well as threats of violence.
- Stealing or possessing without authority any equipment, tools, materials or other property of the Town or attempting to remove them from the premises without approval or permission from the appropriate authority.
- Marking or defacing walls, fixtures, equipment, tools, materials or other Town property, or willfully damaging or destroying property in any way.
- Willful violation of Town rules or policies.

Section 32: Employee "For Cause" Termination Process

The Town of Marlboro has adopted the following employment termination process. Termination for cause will be considered, most often, for unacceptable behavior, poor performance, or violation of the Town's policies, practices, or procedures. Termination may also result from conduct that falls outside of these identified areas.

When an employee is being considered for termination, the process will be as follows:

- The employee will be provided with a written notice including:
 - A brief statement of the reasons for the termination.
 - The date, time, and place of a pre-termination meeting with the employee's supervisor.
- The pre-termination meeting will provide an opportunity for the employee to respond to the reasons for the termination.
- Should the employee decline to attend the pre-termination meeting, they may submit a written response no later than the scheduled date of the meeting.
- Within seven (7) days of the pre-termination meeting, the supervisor will provide the employee with a written notice of whether they have been terminated:
 - This notice will outline the reasons for the termination.

Section 32: Employee “For Cause” Termination Process (continued)

- Inform the employee of their right to request a post-termination meeting with the Select Board.
 - This request must be provided to the supervisor within seven (7) days.
 - Should the employee not make this written request within the specified time frame, the need for a post-termination meeting will be considered waived.
- Once the request for a post-termination meeting has been made, the Select Board will provide a notice to:
 - Inform the employee of the date, time, and place of the meeting.
 - Advise the employee of their right to address the basis for the termination, be represented by counsel, to present and cross-examine witnesses, and offer supporting documents and evidence.
 - Inform the employee of their right to have the hearing conducted in Executive Session in accordance with 1 V.S.A. § 313.
- At the post-termination meeting the Select Board will make such determinations as may be necessary in the event of evidentiary objections or disputes.
- Once the hearing is adjourned, the Select Board, under the authority granted by 1 V.S.A. § 313(e), will consider the evidence presented in the hearing in deliberative session and make a decision on the termination by majority vote.
- The Select Board will make a written decision within fourteen days after the close of the hearing, unless otherwise agreed upon by the parties.

Note: The Town also retains the right to unilaterally eliminate positions or reduce the work hours of a position, or positions, due to economic conditions, shortage of work, organizational efficiency, changes in departmental functions, reorganization or reclassification of positions resulting in the elimination of a position or for other related reasons.

Section 33: Retirement**Vermont Municipal Employment Retirement System:**

The Town of Marlboro participates in the Vermont Municipal Employment Retirement System (VMERS). All Town employees who work at least 24 hours per week and 1040 hours per year (for non-school employees) are eligible to enroll in this program which deducts a certain amount from an employee's pay and over matches that amount by roughly a percentage point, which is deposited into the program and provides retirement income upon the employee's retirement. The monthly amount is determined by VMERS based on years of service, amount contributed, and the system's "formula". VMERS is very similar to Social Security in that benefits are calculated at the time of retirement and are provided to the retiree for their lifetime. Various options available to the retiree can have an impact on the amount of the monthly payment. Participation is voluntary and "vesting" in the program occurs after five (5) years of participation. For more details on the VMERS Program, an employee to visit the program's website at: <https://www.vermonttreasurer.gov/vmers> & <https://www.vermonttreasurer.gov/vmers/vmers-group-plans>.

As of July 1, 2025, all eligible employees will be enrolled in "Group B" within the program, which involves slightly higher contributions from both the employee and the Town. As these contribution amounts are adjusted yearly to keep the system "robust", the employee will be provided the expected current contribution rates at the time of hiring and notified as they are adjusted yearly.

Upon retirement, the employee who is (or was) enrolled in the VMERS program will be provided with a contact at the VMERS offices who will guide them through the process of securing their retirement income from the program.

Retirement Health Benefits:**Outline and general information:**

- Retirement Health Benefits (RHB) for the town of Marlboro are dictated mainly by time of service to the town.
- RHB will be available to a former employee with at least 10 years of service to the Town of Marlboro and has reached the age of 62 years old (see below for breakdown based on age and years of service).
- Age restriction can be waived for extraordinary circumstances at the sole discretion of the Marlboro Select Board.

Section 33: Retirement (continued)**Retirement Health Benefits: (continued)****Outline and general information: (continued)**

- Any benefits provided through RHB will terminate once former employees enroll in their own Health Insurance coverage (private insurance, ACA insurance, Medicare, or Medicaid).
- An employee who leaves the employment of the Town of Marlboro voluntarily and does not "retire" but is employed by another entity will no longer be eligible for RHB (a 30-day grace period can be provided at the sole discretion of the Marlboro Select Board).
- Any employee receiving RHB shall enroll in Medicare coverage when they become eligible (age 65) and shall investigate early Medicare Coverage based on disability or other factors if applicable. RHB will be available during this process.
- Once a beneficiary reaches 65 years of age, RHB will terminate as they are fully eligible for Medicare. A 30-day grace period will be provided to ensure Medicare coverage is in place. (Note: should the Medicare age be raised, this policy will be modified accordingly.)
- For those retirees (with 15 years or more of service) who become qualified for Medicare, the Town will provide coverage for part of their Medigap coverage equaling one-half of their Medigap premium or \$150/month, whichever is lower. This coverage will continue for the lifetime of the retiree and will be paid to the retiree in a single yearly lump sum from which the retiree will handle payments to their insurance company directly. (Retiree will provide the Town with official documentation from the insurance company detailing the premium for the upcoming year.)
- RHB will cover only the retired employee and will not cover family members; regardless of whether a family policy was in place at the time of retirement.
- A 30-day grace period will be in effect from the date of official retirement to allow the employee (and any family members) to review options and to obtain other coverage if needed.
- COBRA coverage remains available should the employee wish to take advantage of this coverage.
- Length of Service & Coverage by current policy at time of retirement:
 - o 0 to 9 years of service - Not eligible for RHB
 - o 10 to 14 years of service & age 62+ - Town will pay 20% of insurance premium (including yearly increases) until other insurance (i.e. Medicare) becomes available.
 - o 15 to 24 years of service & age 62+ - Town will pay 40% of insurance premium (including yearly increases) until other insurance (i.e. Medicare) becomes available. Also, Medigap coverage per above.
 - o 25+ years of service & age 62+ - Town will continue employee on Town's policy until other insurance (i.e. Medicare) becomes available. Also, Medigap coverage per above.

Section 34: General Termination of Benefits

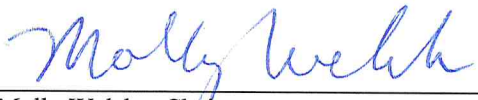
With retirement, departure, and/or permanent departure from the Town's employment; the Town provided Life Insurance, Short-Term Disability coverage, and Health Coverage (for those who do not qualify for RHB based on the above), unless otherwise noted in this policy, will be terminated as of the date of said retirement, separation and/or departure.

Section 35: Severability

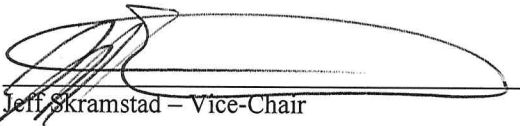
If any provision of this personnel policy or the application hereof to any person or a circumstance(s) is held invalid, this invalidity does not affect other provisions or applications of the personnel rules which can be given effect without the invalid provision or application. For this purpose, this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

Select Board Approval Signatures on following page:

As agreed to and approved by the Marlboro Select Board:



Molly Welch – Chair



Jeff Skramstad – Vice-Chair



Kate Kirkwood – Member

7/31/25

Date