

**This will be a hybrid meeting. Attend in-person at the Greensboro Town Hall meeting room, or join remotely via Zoom conference call using your computer or phone.**  
**For a meeting link and phone #, visit the town calendar at the *greensborovt.gov* home page.**  
**For help with joining the meeting, call the Town Clerk at 533-2911 during office hours.**

## **GREENSBORO SELECTBOARD**

### **June 24, 2026 – Agenda**

#### **CALL TO ORDER & ADDITIONS TO THE AGENDA (6:30)**

#### **MINUTES (6:30)**

Approve 6/10/26 minutes

#### **PUBLIC COMMENT – GENERAL (6:30 - 6:40)**

#### **ACTION ITEMS (6:40 - 6:50)**

1. Lamoille County Sheriff's Department – approve dispatch contract
2. Tanya Thomas – library trustee appointment
3. Updated engagement letter from Jay Barrett - approve
4. FY27 payroll - approval
5. Fuel oil prebuy (town hall and town garage)

#### **DISCUSSION ITEMS (6:50 - 8:20)**

1. Planning commission – Kent Hansen, Janet Patterson
  - Q&A with Selectboard on proposed bylaw updates: Miscellaneous changes
  - Q&A with Selectboard on proposed bylaw updates: Shoreland Protection District
2. Personnel policy updates
3. Purchasing policy
4. FY28 budget process
5. Meeting with planning commission about housing proposal for gravel pit property – update

#### **OTHER BUSINESS (8:20)**

Town administrator

# Greensboro Selectboard

June 10, 2026 – Minutes

**SELECTBOARD MEMBERS PRESENT:** MacNeil, Mike Metcalf, Judy Carpenter, Tim Brennan, Ellen Celnik (joined remotely)

**SELECTBOARD MEMBERS ABSENT:** None

**OTHERS PRESENT in person:** Chris Roy, Erika Karp, Stew Arnold, Paul Brierre, Mary Young, Wayne Young, Renee Circosta, Gary Circosta

**OTHERS PRESENT remote:** Jennifer Lucas, Lise Armstrong, Janet Long, Janet Patterson, Brian Titus, Christine Armstrong, Aileen Gebbie

**CALLED TO ORDER:** 6:34 p.m.

## ADDITIONS TO THE AGENDA

- Library Trustee appointment
- Selectboard meeting schedule
- Beaver deceiver – Craftsbury Rd
- Schedule bank run gravel days

## CONSENT AGENDA

- A. 5/27/26 Selectboard minutes (second monthly meeting)
- B. Orleans County Sheriff – monthly report
- C. Treasurer’s monthly report
- D. FY26 budget status report and May check warrants
- E. Liquor licenses: Willey’s Store (2<sup>nd</sup> Class); Highland Lodge (1<sup>st</sup> and 3<sup>rd</sup> Class Hotel, Outside Consumption Permit); Hill Farmstead (1<sup>st</sup> Class restaurant/bar; 2<sup>nd</sup> Class, Special Events Permit, Outside Consumption Permit); Wilson Herb Farm (2<sup>nd</sup> Class)

The Board agreed to remove items A and E from the consent agenda. After discussion, Ellen made the following motion:

*The board approves the 5/27/26 minutes as amended.*

Mike seconded the motion which carried (Celnik, Brennan, Metcalf, Carpenter in favor; MacNeil not voting as chair). Judy made the following motion:

*The board approves liquor licenses for Willey’s Store, Highland Lodge, Hill Farmstead Brewery, and Wilson Herb Farm.*

Mike seconded the motion which carried (Celnik, Brennan, Metcalf, Carpenter in favor; MacNeil not voting as chair).

## PUBLIC CONCERNS

1. **Gary Circosta.** Gary said it’s been 17 days since the Board received his second allegation of an Open Meeting Law (OML) violation, and according to statute the board is supposed to respond publicly to an allegation within 10 calendar days. Gary said it appears to him that the Board made a decision, outside of a

warned meeting and possibly over email, to instruct the staff to not warn the special town meeting. Gary said that according to the OML, Board members are not allowed to discuss town business at a forum outside of a warned meeting. Tim said that agenda-related items are allowed to be discussed over email and are not violations of the OML.

MacNeil said no decisions were made by the Board outside of a warned meeting. Everyone understood that there was likely an OML violation at the May 13 meeting, and there was a presumption that the special town meeting would not take place as warned. There was no reason to warn a special town meeting that would not ultimately occur.

After reviewing emails written by Mike and Judy after the May 13 meeting, Renee said she was disappointed to find that they had abstained from the warning vote not because of OML concerns, but because they supported floor voting over Australian Ballot voting. She said that focusing on the Board's actions encourages transparency and encourages the Board to follow the processes required by the OML. Janet asked Gary and Renee what they are trying to achieve by continually bringing up these process issues. Gary said he hopes that the Board will either acknowledge or deny the alleged OML violation, learn from this situation, and move on. Tim said that not denying the alleged violation publicly is considered to be a denial, and that's what the Board did.

- 2. Janet Long.** Janet said some people are not in favor of the town authorizing the Conservation Commission (GCC) to use glyphosate. She asked what she can do to ensure this issue is publicly discussed. MacNeil suggested that she bring her concerns to the GCC. Janet said this has already been done. MacNeil said as far as he knows, the board is not considering taking any action on this issue. When Janet asked how she can encourage the Board to discuss this issue, MacNeil suggested she submit an agenda item request for a future meeting.

## **ROADS**

- 1. Open roadside mowing bids.** Two bids were received, from Patenaude Bush Hogging, Newport (\$19,840) and Jeff Masure Excavating, Wheelock (\$17,860). After discussion, Judy made the following motion:

*The board accepts the Masure bid conditioned on a favorable recommendation, otherwise the Patenaude bid will be accepted.*

Mike seconded the motion which carried (Celnik, Brennan, Metcalf, Carpenter in favor; MacNeil not voting as chair).

Tim suggested that generally, after a public bid opening, action be delayed until the next Board meeting. This would give the Board some time to review the budget and consider contractor selection more thoughtfully. Other Board members thought this was a good idea.

- 2. Bank run gravel days.** Tom suggested scheduling bank run gravel days for July 6,7,8, and 9. The Board supported this plan, and town staff will advertise. A bank run gravel request form must be filled out prior to ordering gravel; this is available on the town website or from the town office.
- 3. Beaver deceiver.** A beaver deceiver was installed on a Craftsbury Rd. culvert. The FY27 budget includes \$5k for this expense. Ellen thanked MacNeil, the road crew, Jane Hoffman, and John Schweizer for helping make the install happen.

## **TOWN CLERK**

**Mowing bids for town properties.** The properties included in this contract are the Village Green, Willey Beach Park, Town Park, Bend Park, Grange, Ballfield, and Firehouse. One bid was received from Kyle Drown (\$5,600/yr.). Mike made the following motion:

*The Board accepts Kyle Drown's bid for mowing town properties for a period of three years at \$5,600 per year.*

Judy seconded the motion which carried (Celnik, Brennan, Metcalf, Carpenter in favor; MacNeil not voting as chair).

## **ACTION ITEMS**

- 1. Caspian Lake Dam Committee.** Chair Stew Arnold requested that the board amend the committee charter to reduce membership from 7 to 5, accept resignations from Chris Steel and Naomi Ranz-Schleifer, and appoint JoAnn Hanowski to the committee.

Stew said at their first official meeting, it was agreed that the committee would function better with a smaller number of appointed members and an informal advisory committee. Judy made the following motion:

*The board amends the Caspian Lake Dam Committee charter, changing membership from 7 to 5 members; accepts resignations from committee members Chris Steel and Naomi Ranz-Schleifer; and appoints JoAnn Hanowski to the committee.*

Tim seconded the motion which carried (Celnik, Brennan, Metcalf, Carpenter in favor; MacNeil not voting as chair).

Stew said the committee is doing a lot of listening right now, and that a key to success is working closely with the Town of Hardwick.

There appears to be more grants for dam removals than for repairs or replacements. Stew added that Greensboro Association (GA) funds could be used as an incentive for both Greensboro and Hardwick to include exploratory funds in their upcoming budgets. Stew said the GA could also undertake a fundraising campaign.

Ellen thanked Stew for his work on the committee.

- 2. Caspian Arts – authorize Arts Fest banner.** Caspian Arts treasurer Isa Oehry requested approval to hang a banner across from the Grange to advertise their second annual Arts Fest, to be held Aug. 15. To hang the banner Hardwick Electric Dept. is requesting authorization from the Selectboard and payment of a \$100 fee. Isa said Caspian Arts will pay the fee, and requested that the Board approve the banner installation for a three-year period, since the Arts Fest is an annual event. After discussion, the Board agreed that a one-year approval was preferable. Tim made the following motion:

*The Board approves Hardwick Electric Dept. hanging a banner over Craftsbury Rd. for the 2026 Caspian Arts Fest.*

Mike seconded the motion which carried (Celnik, Brennan, Metcalf, Carpenter in favor; MacNeil not voting as chair).

- 3. Lamoille County Sheriff's Dept. – approve dispatch contract.** After the new contract was reviewed, Board members had questions about the contract's costing formula. Tim made the following motion:

*The board will table approval of the LCSD dispatch contract.*

Judy seconded the motion which carried (Celnik, Brennan, Metcalf, Carpenter in favor; MacNeil not voting as chair). Brett agreed to follow up with LCSD.

- 4. LVRT trailhead project - waive purchasing policy.** Josh explained that due to factors outside the town's control, grant-funded work on the LVRT trailhead in the Bend must be completed by June 30. One of the projects is estimated to cost somewhat more than \$5,000, which is the threshold for putting projects out to bid according to the Town's purchasing policy.

Putting the project out to bid at this late date will make it difficult to complete the project on time, and Josh recommended that the Board waive the purchasing policy in this case. Mike made the following motion:

*The Board waives the purchasing policy for the trailhead project.*

Ellen seconded the motion which carried (Celnik, Brennan, Metcalf, Carpenter in favor; MacNeil not voting as chair).

- 5. Library Trustee.** Trustee Fan Watkinson has resigned, and Jennifer Lucas requested that alternate trustee Tanya Thomas be appointed. Tanya was invited by the library board to be an alternate trustee and she's currently in training to take over as treasurer when Jennifer steps down in March 2027.

Judy said the Board is trying to be consistent and is asking anyone interested in serving on boards and committees to submit a letter of interest. The Board agreed to table the appointment and will ask Tanya to submit a letter of interest.

## **DISCUSSION ITEMS**

**Contracting with Acrisure to assist Town with health insurance options.** Tim reported that VLCT contracts with a consulting firm called Acrisure to help towns compare carriers and plans and present money-saving options. A contract with Acrisure would cost \$1580/yr., and Tim felt that this service would likely save the town at least that much money.

Brett said the decision should be made soon whether to contract with Acrisure. Employee health care is expensive and the public expects the board to thoroughly research health insurance options.

Ellen said she'd like to discuss Acrisure with towns that have contracted with them previously. Tim agreed to provide Ellen with some contacts.

The Board authorized Tim to continue his research into Acrisure.

## **OTHER BUSINESS**

- 1. Upcoming: public hearing on zoning bylaw amendments.** The selectboard will hold a public hearing on proposed amendments to the *Flood Hazard Area Regulations* section of the zoning bylaw on June 24 from 6-6:30 p.m. in the Town Hall meeting room. This hearing has to be repeated due to lack of a quorum at the Board's 5/18 bylaw hearing. A presentation put out by the VT Dept. of Environmental Conservation called "Choosing Flood Resilience" is available on the town website, and speaks to many of the proposed bylaw amendments.

The hearing will be followed by the Board's second monthly meeting.

- 2. Selectboard meeting schedule.** MacNeil suggested that July's second monthly meeting be cancelled. Judy made the following motion:

*The Board will cancel July's second monthly meeting.*

Tim seconded the motion which carried (Celnik, Brennan, Metcalf, Carpenter in favor; MacNeil not voting as chair).

- 3. Mary and Wayne Young; Janet Long – public comment.** Mary said she appreciates Selectboard members' intelligent input, questions and proposals. It's really good to come and sit here and see what you all do to keep this town rolling, she said. Wayne agreed and thanked the board for their public service.

Janet agreed that the board is doing a great job.

## **EXECUTIVE SESSION - Town Administrator position**

Mike made the following motion:

*The Board will enter executive session at 8:14 p.m. to discuss the town administrator position, with Kim Greaves present.*

Judy seconded the motion which carried (Celnik, Brennan, Metcalf, Carpenter in favor; MacNeil not voting as chair).

The board left executive session at 8:43 p.m. Mike made the following motion:

*There were three candidates considered for the position of town administrator and interviews were offered to all three, with two candidates declining. Josh Karp accepted, and the hiring committee felt that he answered their set of questions very well. The Selectboard offers Josh Karp the position of town administrator starting July 1, 2026 at the rate of \$30/hr.*

Judy seconded the motion. Tim said that the hiring committee was impressed overall with Josh's written and oral presentation, and that he has the skills, experience, and commitment to the town to make an outstanding town administrator.

The vote was held and the motion carried (Celnik, Brennan, Metcalf, Carpenter in favor; MacNeil not voting as chair).

### **ADJOURNMENT**

The meeting was unanimously adjourned at 8:45 p.m.

Respectfully Submitted: Josh Karp, Selectboard Clerk



Roger Marcoux, Jr.  
Sheriff



STATE OF VERMONT  
LAMOILLE COUNTY SHERIFF'S DEPARTMENT  
Post Office Box 96  
Hyde Park, Vermont 05655

ALL LAMOILLE COUNTY  
EMERGENCIES  
DIAL - 911

Administration: (802) 888-3502  
Civil Process: (802) 888-2561  
FAX: (802) 888-2562

## MEMO

To: Town Clerks and/or Administrators

From: Kara Gates, LCSD

RE: FY26-27 Contracts with LCSD

Date: 05/22/2026

Enclosed please find one original and one copy of your Town's Fiscal Year 2026-2027 contract for services provided by the Lamoille County Sheriff's Department. Please forward to your Select Board for signing and return the *original* to me at your earliest convenience.

If you have any questions or concerns, please feel free to contact me.

Thank You!



Roger Marcoux, Jr.  
Sheriff



STATE OF VERMONT  
LAMOILLE COUNTY SHERIFF'S DEPARTMENT  
Post Office Box 96  
Hyde Park, Vermont 05655

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Agreement made this 1st day of July 2026 by and between the Lamoille County Sheriff's Department and the Town of Greensboro.

Whereas the parties have reached an agreement for the provision of services by the Lamoille County Sheriff's to said town that agreement is set forth as follows:

1. The Lamoille County Sheriff's Department will provide 24 hour dispatching service for emergency police (as needed), ambulance and fire services, as they presently exist. The amount for full services totals \$27,618.51 for the 2026-2027 year; however, LCSD will only be invoicing \$6,240.00 at this time. If Orleans County Sheriff's Department is unable to fulfill the 24 hour dispatching service for emergency police and Lamoille County Sheriff's Department needs to return to providing dispatching service for all agencies, the full amount of \$27,618.51 will go back into effect.
2. Greensboro will pay to the Lamoille County Sheriff's Department the sum of \$6,240.00 for provisions of the aforesaid services from July 1, 2026 to June 30, 2027. Payment shall be made in equal quarterly installments of \$1,560.00 commencing July 1, 2026 and continuing on October 1, 2026, January 1, 2027 and April 1, 2027.
3. Any property acquired by the Lamoille County Sheriff's Department during the term of this contract and under the terms thereof shall, in the event of termination of this contract, become the property of the Lamoille County Sheriff's Department/Lamoille County. In this event, the equipment would be utilized by the remaining towns in the communication partnership.
4. The Lamoille County Sheriff's Department will provide Greensboro an annual financial status report.
5. Disputes between the parties shall be resolved by such mediation or arbitration, as the parties shall mutually agree upon.
6. Pursuant to 24 V.S.A. §291a(c), the Sheriff shall be entitled to compensation of 5% of the total contract amount for administration services. This administration fee does not increase the total cost for services and shall be paid to the Sheriff in the same calendar year in which the contract payments are received by the Department under the contract. The allowable amount of compensation under this contract totals \$312.00.

DATED: \_\_\_\_\_

  
\_\_\_\_\_  
Roger M. Marcoux Jr., Sheriff

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Select board Members Signatures



Roger Marcoux, Jr.  
Sheriff



STATE OF VERMONT  
LAMOILLE COUNTY SHERIFF'S DEPARTMENT  
Post Office Box 96  
Hyde Park, Vermont 05655

ALL LAMOILLE COUNTY  
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## Hardwick Rescue/Greensboro/Hardwick FY26-FY27 Assessment

Hardwick Rescue:	FY25-26--	\$30,167.81
		<u>x 3%</u>
		\$ 905.03 Increase
		<u>+ 30,167.81</u>
	FY26-27 --	<b>\$31,072.84 Hardwick Rescue Yearly amount</b>
		<b>\$ 7,768.21 Hardwick Rescue Quarterly amount</b>

\$31,072.84 x 65% = \$20,197.35 Hardwick  
 \$31,072.84 x 35% = \$10,875.49 Greensboro

Town of Hardwick:	\$67,983.00
	<u>-20,197.35</u>
	<b>\$47,785.65 Hardwick yearly amount</b>
	<b>\$11,946.41 Hardwick quarterly amount</b>

Town of Greensboro:	\$38,494.00
	<u>- 10,875.49</u>
	<b>\$27,618.51 Greensboro yearly amount</b>

Town of Greensboro, Select Board

Dear Members of the Select Board,

I am writing to express my interest in serving as a Trustee of the Greensboro Free Library.

As a resident of our community, I value the important role the library plays in providing access to information, lifelong learning opportunities, cultural enrichment, and community connection. I would like to contribute my time, experience, and commitment to helping ensure that the library continues to serve the needs of residents of all ages.

I believe strong libraries are essential community resources, and I would be honored to support the library's mission, assist with long-range planning, and help steward this valuable public asset for current and future generations.

Thank you for your consideration.

Sincerely,

Tanya Thomas

## **Re Jay Barrett engagement letter**

From the 5/27 Selectboard meeting:

“The Board agreed to table approval of the engagement letter in order to address the following items:

- Correct the fee amount (Jay Barrett’s fee of \$1500 + Schall Engineering’s fee of \$3500 = \$5k total);
- Clarify the scope of the architectural and engineering work that will be done;
- Incorporate a building energy code assessment.”

I talked to Jay. He confirmed a fee of \$5,000 total and clarified that the assessments will cover the entire building.

He also said that “he is not the right guy” for a building energy code assessment.

-Josh



VERMONT DEPARTMENT OF PUBLIC SAFETY

May 10, 2026

Greensboro Selectboard  
P. O. Box 119  
82 Craftsbury Road  
Greensboro, VT 05841

RE: Greensboro Town Hall Building.

Dear Members of the Greensboro Selectboard,

As per my discussion with the Board on the evening of April 8, 2026, at the Board's regularly scheduled public meeting, whereby I proposed the undertaking of an initial architectural and structural evaluation of the existing so-called Town Hall building, I offer the following for the Selectboard's review and recommendation.

This office will prepare an initial report on the architectural and structural condition of the Town Hall building as it presently exists. This report will be authored by myself, with Schaal Engineering as a contributing consultant. For liability purposes, the Schaal office will be contractually tied to this office as an engineering consultant, as is standard practice. Although this will be a single report to the Town of Greensboro, it will consist of two (2) important and relevant parts:

1. A comprehensive architectural building code analysis and report of the existing building, as it is presently being used, based upon the applicable criteria of the **Vermont 2025 Fire & Building Safety Code; Vermont Department of Public Safety; Division of Fire Safety; Effective Date: 11/04/2025.**
2. A preliminary investigation, analysis, and report by Timothy L. Schaal, PE, principal of Schaal Engineering, of the building as it presently exists and is being used, based upon the applicable criteria of the Vermont **2025 Fire & Building Safety Code; Vermont Department of Public Safety; Division of Fire Safety; Effective Date: 11/04/2025.**

Furthermore, the report will offer an outline of recommendations that the Town may wish to implement in the future to further the use of the building.

\$5,000

For this scope of work, this office proposes a total lump sum fee of ~~\$4,500~~, broken down as follows:

1. Barrett Architecture, PC: \$1,500.
2. Schaal Engineering, PC: \$3,500.

For the past five years I have enjoyed being a citizen of Greensboro and believe this to be a very important and necessary first step concerning the continued public use of this valued town asset. Therefore, I have chosen to cap my portion of the proposed fee at \$1,500, which otherwise would be about the same as Mr. Schaal's portion. Reimbursable expenses will be limited to copying. I will leave it up to Mr. Schaal to coordinate the date and time of his site visit to the building for investigative structural work; however, I will coordinate with the Selectboard for a time to present the full report and findings at a scheduled public meeting.

In closing I am pleased to say that I welcome being of professional use to assist the Town in its inquiry as to the building's utility and future role within the Greensboro community at large. In the meantime, I look forward to continuing this important and worthwhile discussion.

Sincerely,

Frank J. Barrett, Jr., A.I.A.

Architect



Cc: Timothy L. Schaal, PE



Town of Greensboro, FY27

Employee	FY26 hrly rat	FY27 5.8% increase	FY27OT
Tom	\$30.13	\$31.88	\$47.82
Dan	\$26.74	\$28.29	\$42.44
Lenwood	\$25.97	\$27.48	\$41.22
Joseph Walker-Brazie	\$19.23	\$19.77 cola 2.8% increase	
<b>total</b>		<b>\$0.00</b>	

FY27 winter stipend

\$2K per road crew man

Brett/treas	no increase	\$30.00	
Brandy/tre&ass't	no increase	\$30.00	
Kim/clerk	5.8% increase FY26 \$31.06	\$32.86	\$68,348.80 (\$1,314.38 weekly salary)
Josh/Administrator	new hire	\$30.00	

**Milfoil**

Robert Young	\$17.00
Karen Menken	\$16.00
Amelia Circosta	\$16.00

\_\_\_\_\_ MacNeil, Chair

\_\_\_\_\_ Tim Brennan, Vice Chair

\_\_\_\_\_ Judy Carpenter

\_\_\_\_\_ Ellen Celnik

\_\_\_\_\_ Michael Metcalf

**2026 FUEL OIL PRICES - town hall & town garage**

COMPANY	GALLONS	PRE-BUY	CAPPED	TOTAL
<b>FREDS</b>	4,000	\$4.49		\$17,960
<b>BOURNES</b>	4,000	\$4.30		\$17,200
<b>BLANCHARD</b>	4,000	\$3.85		\$15,400
<b>BLANCHARD (capped)</b>	4,000		\$3.85 + \$.40 insurance/cap fee *Price is capped at \$3.85. Town will get it for less if price drops	\$17,000
<b>PACKARD</b>	NO PRICING YET			

## 2026 - 2027 Blanchard Oil CAP Contract

This CAP price protection plan will be in effect from the time we receive payment for your CAP coverage or July 1, 2026 (whichever occurs later), and ends June 30, 2027. This contract does not replace or supercede any price protection plan you may have in place for the current heating season.

The CAP plan provides you with price protection against dramatic rises in fuel prices, and should be viewed much like an insurance policy, guarding you against catastrophic spikes in prices. Your price per gallon will not rise above the CAP price on the gallons you have protected; but should the market fall and our cash price at the time of delivery is lower than the CAP price, you would pay the lower price.

Under the CAP Program, you choose the number of gallons you want to purchase price protection for. These gallons, multiplied by the per-gallon insurance cost, determines your total CAP fee. This CAP fee payment is due at time of sign-up and is non-transferable. Your CAP gallons are secured by futures contracts we have obtained.

PRODUCT	Gallons Protected	CAP fee per gallon	CAP fee DUE	CAP price
#2 Oil	_____	X .40	= \$ _____	\$ <u>3.85</u> /gal, + applicable taxes
Kerosene	_____	X .40	= \$ _____	\$ _____ /gal, + applicable taxes
Propane	_____	X .20	= \$ _____	\$ _____ /gal, + applicable taxes

**Applicable taxes shall include any tariffs assessed against gallons at the time of delivery.**

The prices quoted on this contract are good until 7/3/26. If signed contract & payment is not returned by this date, Blanchard Oil reserves the right to reject.

### TERMS & CONDITIONS:

- Price protected gallons may only be used at the address you specify below. When retail prices exceed your CAP price, there is no quick pay discount, as you are already receiving the benefit of the CAP pricing. Your CAP fee is non-refundable. Undelivered price protected gallons remaining at the end of the program expire without value, and cannot be "rolled over" to future time periods. If you participate in both Pre-Buy and CAP protection, Pre-Buy gallons are delivered first. Any gallons delivered in excess of those which you have price protected will be delivered at our current market rate.
- The availability of fuel supplies is not guaranteed by Blanchard Oil in the event of a halt or disruption in the supply of fuel caused by an act of God, war, breach of contract by Blanchard Oil's supplier, any natural phenomenon, strike, embargo, terrorist act, pandemic, or any other cause beyond our control (force majeure). No claim shall be made under this contract for special or consequential damages.
- To participate in the CAP plan, your account must be current. Our payment terms are net-30.

	<u>24-25 season</u>	<u>25-26</u>
Hall	2135	?
Garage	1000	?
	-----	-----
	3135	

I have read this contract and agree to abide by the terms stated above:

\_\_\_\_\_  
Signature and Date

Name (printed): Town of Greensboro

ACCT#: 8963

Delivery address: 83 Craftsbury Rd

Automatic Delivery?: Yes \_\_\_ No \_\_\_

188 Cemetery Rd

(must be credit approved for Auto Delivery)

*\*Credit approved automatic delivery customers remain on automatic delivery even after program gallons are consumed unless or until customer requests to be taken off automatic delivery.*

## 2026 – 2027 Blanchard Oil PRE-BUY Contract

\_\_\_\_\_ Gallons of FUEL OIL at \$ 3.85 per gallon for a total cost of \$ \_\_\_\_\_

\_\_\_\_\_ Gallons of KEROSENE at \$ \_\_\_\_\_ per gallon for a total cost of \$ \_\_\_\_\_

\_\_\_\_\_ Gallons of PROPANE at \$ \_\_\_\_\_ per gallon for a total cost of \$ \_\_\_\_\_

Total purchase price for prepaid gallons \$ \_\_\_\_\_, plus applicable taxes.

Applicable taxes shall include any tariffs assessed against the gallons at the time of delivery

less existing current credit balance of \$ 0 = New Total Amt due \$ \_\_\_\_\_

\* The quoted price on this contract is good until 7/3/26. If signed contract & payment is not returned by this date, Blanchard Oil reserves the right to reject.

### TERMS & CONDITIONS:

- By participating in our Pre-Buy program, you are prepaying for a fixed amount of gallons at a fixed price. Payment for Pre-buy gallons is due at the time of sign-up. You agree to use only Blanchard Oil for your fuel needs through June 30, 2027, or until your Pre-Buy gallons are consumed, whichever occurs first. This contract will be in effect from the time we receive payment for your Pre-Buy gallons or July 1, 2026 (whichever occurs later), and ends June 30, 2027. All deliveries during this time period will be drawn against your Pre-Buy account. After your Pre-Buy gallons are used up, you will be billed at our current market rate. Left-over gallons cannot be rolled over to future heating seasons and will be subject to liquidated damages described below.
- Blanchard Oil has obtained futures contracts to provide surety on these gallons.
- Liquidated damages: Undelivered Pre-Buy gallons remaining at the end of the program year (June 30, 2027) expire without value, and cannot be rolled over to future time periods. Because we must sign contracts with our suppliers, agreeing to take delivery of fuel at a pre-determined price, liquidated damages will be imposed should you not use all of your Pre-Buy gallons before June 30, 2027, and the Pre-Buy price per gallon is higher than our current retail rate. Your account will be charged the difference between the Pre-Buy price and Blanchard Oil's retail rate as of June 30, 2027, whichever occurs first. This difference, multiplied by the amount of undelivered Pre-Buy gallons, will determine the amount of liquidated damages charged to your account. Once you enter into this Pre-buy contract, it may not be cancelled without express written consent from Blanchard Oil Company, and any potential liquidated damages will be determined at that time. The undelivered gallons less liquated damages will be reimbursed to your account within 30 days unless both parties agree otherwise.
- The availability of fuel supplies is not guaranteed by Blanchard Oil in the event of a halt or disruption in the supply of fuel caused by an act of God, war, breach of contract by Blanchard Oil's supplier, any natural phenomenon, strike, embargo, terrorist act, pandemic, or any other cause beyond our control (force majeure). No claim shall be made under this contract for special or consequential damages.

I have read this contract and agree to abide by the terms stated above: \_\_\_\_\_

Name (printed): Town of Greensboro

Signature and Date

ACCT#: 8463

Delivery address: 82 Craftsburg Rd

Automatic Delivery?: Yes \_\_\_ No \_\_\_

188 Cemetery Rd

(must be credit approved for Auto Delivery)

\*Credit approved automatic delivery customers remain on automatic delivery even after program gallons are consumed unless or until customer requests to be taken off automatic delivery.

**Town of Greensboro**

**Personnel Policy**

**Adopted November 11, 2020**

**Greensboro, Vermont**

**Amended October 13, 2021**

**Commented [BS1]:** Needs to be updated.

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## **Personnel Policy Town of Greensboro, Vermont**

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

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

This Personnel Policy does not constitute a contract of employment. Employment with the Town of Greensboro (“Town”) 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. The Selectboard 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 Selectboard or its authorized representative. The Selectboard reserves the right to interpret this policy and apply it accordingly. This Personnel Policy ~~supereedes~~supersedes all prior personnel policies adopted by the Selectboard.

### **Section 2: PERSONS COVERED**

This Personnel Policy applies to full-time and part-time employees of the Town. Except by separate written agreement, elected officers and their statutory assistants, members of Town boards and commissions, volunteers, seasonal employees, and persons who provide the Town with services on a contract basis are not covered by this Personnel Policy.

For purposes of this Personnel Policy, a full-time employee is an employee who works at least 40-30 hours per week on a regular and continuing basis. A part-time employee is an employee who works fewer than 40-30 hours per week on a regular and continuing basis.

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

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

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

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

All new employees will be required to complete a 6-month probationary period. The purpose of this probationary period is to determine whether the employee is suited for the job. During the probationary period, an employee may be terminated at any time at the sole discretion of the Selectboard. Notwithstanding any other provision of this Personnel Policy, an employee terminated during the probationary period will have no right to appeal such termination.

**Commented [BS2]:** Note: I haven't updated specific changes for the road crew to align with the Union Contract for two reasons. The Contract will be reconsidered this summer, and the Union Contract supersedes this policy. Just my thinking...

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

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

All employees are expected to faithfully execute the duties and responsibilities of their position to the best of their ability and in compliance with the provisions of this Personnel Policy.

### Safety and Health

The Town recognizes its employees as a most important asset. As such, the Town's safety and health mission is to provide a safe and healthy workplace for all employees as a priority when on the job. The Town's safety and health programs recognize that the safe and healthy behavior of each employee is key to meeting this mission.

It is the responsibility of each employee to follow all safety procedures and to follow all ergonomic recommendations based upon an evaluation of his or her workspace and duties. If an employee is unsure about how to do a particular task safely, he or she should seek further instruction from his or her supervisor. It is the responsibility of each supervisor to monitor and assist employees in the safe performance of his or her duties, including following ergonomic and safety recommendations. Safe and healthy behaviors and attitudes at work are an essential part of each employee's job performance.

An employee who sustains a work-related injury or illness must report it immediately to his or her supervisor. The supervisor must promptly report the injury or illness to the Town Clerk who, in turn, must file a Vermont "First Report of Injury" form in accordance with the requirements of the law.

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

Every employee of the Town shall carry out his or her job in a way that ensures that neither the individual employee nor any other employee of the Town will gain a personal or financial advantage from his or her work for the Town and so that the public trust will be preserved. All decisions made by Town employees shall be made based on the best interest of the community at large rather than the interests of any particular individual or employee.

An employee shall not participate in any official action if the employee has a conflict of interest in the matter under consideration. A "conflict of interest" shall mean a direct or indirect personal or financial interest of the employee, his or her spouse, household member, child, stepchild, parent, grandparent, grandchild, sibling, aunt or uncle, brother- or sister-in-law, business associate, employer, or employee, in the outcome of a cause, proceeding, application, or any other matter pending before the employee or before the Town.

An employee shall not personally, or through any member of his or her household, business associate, employer, or employee, represent, appear for, or negotiate in a private capacity on behalf of any person or organization in a cause, proceeding, application, or other matter pending before the Town.

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

An employee may accept a nominal gift or gratuity in connection with an action associated with their official duties on behalf of the Town, with the understanding that employees may not directly or indirectly ask, demand, exact, solicit, accept, or receive any gift, gratuity, act, or promise beneficial to that individual, or another, which could influence any action or inaction associated with their official duties on behalf of the Town, or create the appearance of impropriety in connection with any actions or inactions associated with their official duties on behalf of the Town. Nor shall any employee authorized to procure or to recommend procurement of materials, supplies, or services: corruptly, directly, or indirectly – ask, demand, exact, solicit, seek, accept, receive, or agree to receive, for the employee or another person, any benefit or benefits from the person providing or soliciting the provision of such materials, supplies, or services with the exception of items of a *de-minimus* nature.

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

### Road Crew

For the 7 months from October 1 to April 30, regular work hours shall be from 7:00 am to 3:30 pm, Monday through Friday, with 30 minutes of unpaid time allowed for lunch, unless the Selectboard determines otherwise. For the 5 months from May 1 to September 30, regular work hours shall be from 6:00 am to 4:30 pm, Monday through Thursday, with 30 minutes of unpaid time allowed for lunch, unless the Selectboard determines otherwise. The Road Crew shall account for their time by using a time clock.

Regular work hours for the Road Crew may be changed, and employees may be expected to work additional hours that may exceed 40 hours in a given week, as circumstances require. The Road Crew is required to be available for work on an on-call basis, especially during the winter months, storms, and other emergencies, and is expected to report to work fit for duty on these occasions.

Any time worked over 40 hours in a week during the period from May 1 to September 30 must be authorized by the Selectboard.

When calculating any overtime pay, employees must have actually worked more than 40 hours; for this provision Comp Time and all forms of leave are not considered time worked.

If a Road Crew member is called in to work on his or her day off, that employee will be paid, at his or her regular rate of pay, for a minimum of 2 hours of work. In these instances, if the employee works more than 2 hours, the employee will be paid for the actual number of hours worked. Appropriate documentation for each instance must be submitted to the Treasurer along with an employee's time card.

The Road Crew is 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 as soon as possible, but no later than 30 minutes before the start of their regular work hours.

Each Road Crew member shall keep a daily log of the number of hours worked (using a time clock) and a description of the projects that were worked on each day. The Road Foreman will review and sign off on the time cards and task descriptions for each Road Crew member and then submit the documentation to the Treasurer weekly. The time cards will be the record of time worked and serve as the basis for weekly pay.

#### Other Town Employees

Regular work hours (which days of the week and times of the day) and lunch break information (length and paid/unpaid) for Other Town Employees will be determined by the Selectboard or its authorized representative.

Regular work hours for Other Town Employees may be changed and employees may be expected to work additional hours that may exceed 40 hours in a given week, as circumstances require. All Other Town Employees are required to be available for work in the case of an emergency, weather-related or otherwise.

All Other Town 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 as early as possible, but no later than 30 minutes before the start of their regular work hours.

All Other Town Employees shall keep a daily log of the number of hours worked (using a time sheet) with a description of the projects that were worked on each day. An employee's supervisor will review and sign off on the time sheets and then submit the documentation to the Treasurer weekly. The time sheets will be the record of time worked and serve as the basis for weekly pay.

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

The primary occupation of all full-time employees shall be with the Town. Employees may not engage in any outside business activities during their normal working hours. Employees are prohibited from undertaking outside employment that interferes with their job performance or constitutes a conflict of interest, as defined in Section 6 of this Personnel Policy.

Prior to accepting any outside employment, employees will disclose their intent to do so in writing and obtain prior clearance from the Selectboard 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 co-habitant, 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 office, or demand or solicit from any individual direct or indirect participation in any political party, political organization, or support of any political candidate. Employees are prohibited from using Town facilities, equipment, or resources for political purposes and from pursuing political activities while working.

This Personnel Policy is not to be construed to prevent employees from becoming or continuing to be members of any political party or organization, from attending political party or organization meetings or events, or from expressing their views on political matters, so long as 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 as prohibiting, restraining, or in any manner limiting an individual's right to vote with complete freedom in any election.

## **Section 10: NEPOTISM**

The Town – in recognition of the potential for a conflict of interest to occur in the workplace where a close relative is responsible for supervising or evaluating the work performance of another close relative – 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 supervisor of another close relative.

A close relative includes a spouse, civil union partner, romantic co-habitant, 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**

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

As a Town employee, you are prohibited from working, or presenting yourself for work, while under the influence, or severe aftereffects, of illegal drugs, controlled substances, and/or alcohol. This policy is designed to promote our goal of providing a safe, healthy, and productive work environment. This policy covers all employees, including drivers and other employees who also are subject to drug testing programs performed in accordance with Federal Department of Transportation (DOT) requirements.

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

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

Violations of this policy may subject employees to disciplinary action, up to and including termination of employment and referral for prosecution. The Town also may provide information and a recommendation to participate in an appropriate drug assistance or rehabilitation program.

Prohibited Conduct:

The following actions are prohibited in the workplace, on Town property, while using Town equipment, or during any time period in which you are on Town business:

- Possessing, consuming, or using illegal or controlled substances, as defined by federal, state, and local statutes. (Controlled substances may be taken pursuant to a properly issued prescription, provided the controlled substance is taken as, and in the amount, prescribed and so long as the medication does not adversely affect the employee’s ability to perform the essential functions of his or her job).
- Distributing, transferring, displaying, transporting, selling, or possessing with the intent to distribute illegal or controlled substances.
- Possessing or using drug paraphernalia except when used for legal substances and in a legally prescribed manner.
- Being under the influence of illegal or controlled substances as demonstrated by actions and/or other evidence.
- Growing and/or manufacturing any illegal drug or controlled substance.
- Possessing or using alcohol.
- Being under the influence of alcohol.

The limited, responsible consumption of alcohol on or off Town premises at a Town-sponsored business or social function is permitted, but only if it has been authorized in writing and in advance by the Selectboard. The Town expects all attendees at such a function to behave in a professional manner and in accordance with Town policies.

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

The illegal use of prescription drugs is also prohibited. If an employee is legally taking prescription drugs that affect the employee’s ability to safely perform any of the essential functions of his or her job, his or her supervisor or the Selectboard will determine whether or not the employee should continue to perform his or her functions until concerns regarding safety can be addressed. Medical certification may be required.

Employees may be disciplined, up to and including termination, for violations of this policy.

In addition to this policy, an employee who operates a commercial motor vehicle (“CMV”) for the Town is also subject to the provisions of the Town’s CMV Drug and Alcohol Policy.

**Section 12: TOBACCO USE**

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

**Section 13: PERFORMANCE EVALUATIONS**

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

**Section 14: PERSONNEL RECORDS**

Personnel records will be maintained for each employee of the Town. In accordance with Vermont’s Public Records 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.

Accurate and up-to-date personnel records are essential to ensure that the Town will be able to reach employees in an emergency, forward employees’ mail, and properly maintain insurance and other benefits. It is each employee’s responsibility to provide the Town with notice of any changes of address, telephone, marital status, dependent(s), or beneficiary status as soon as those changes occur.

**Section 15: USE OF TOWN EQUIPMENT**

Except as provided in Section 16 of this Personnel Policy, the use of Town equipment or property for personal use is strictly prohibited. Employees should have no expectation of privacy regarding anything stored in or on Town-owned property or Town-owned equipment, including, but not limited to, desks, filing cabinets, lockers, and vehicles. Employees should expect that such areas may be searched at any time to retrieve work-related materials or to investigate violations of workplace rules.

All employees shall conduct themselves and the equipment they are using in a safe manner at all times in accordance with VOSHA regulations. Any unsafe equipment, unsafe practice, or known medical condition that creates a safety hazard shall be brought to the attention of the Road Foreman and/or Selectboard. Any such condition will be discontinued or corrected in such a manner as to be considered safe.

All power equipment, trucks, other vehicles, lifts, chainsaws, etc. shall be maintained according to the manufacturer’s specifications and VOSHA and DOT standards.

All employees shall obey all traffic laws.

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

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

Electronic communications regarding Town business should be conducted via official Town computer systems when reasonably possible. A Town employee should avoid conducting Town business using his or her personal computer, device, or account when reasonably possible.

The Town’s 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 or confidentiality regarding anything created, sent or received on the Town computer system. The Town may monitor at any time its computer system without warning or any specific notice to employees including any and all computer transactions, communications, and transmissions for any reason including, but not limiting to, ensuring compliance with this policy and evaluating 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 computer 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 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 websites and newsgroups, that are inappropriate in a business setting;
- Any other use that may compromise the integrity of the Town and its business in any way.

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

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

Any written or recorded information that is produced or acquired by a Town employee in the course of Town business is a public record, subject to Vermont's Public Records Law, and may be covered by the State of Vermont's retention rules and disposition schedules for municipal records. The use of a personal computer, personal device, or personal account does not prevent an otherwise public record from being subject to public inspection and copying. All employees are required to respond in the manner prescribed by Vermont's Public Records Law regardless of where a Town public record may be stored. All employees must provide any Town public records that are responsive to a public records request, whether the records are stored or created on personal or Town computers, devices, or accounts.

#### **Section 18: ELIGIBILITY FOR BENEFITS**

The Town offers group insurance and other benefit programs to its eligible full-time employees and eligible full-time elected officials. The benefit programs include:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Retirement benefits through the Vermont Municipal Employees' Retirement System (VMERS)
- Life Insurance
- Short Term Disability Insurance

Details about the rates and terms of coverage will be provided to individual employees at the time of hire and to elected officials after being elected.

The Town reserves the right to change insurance carriers, or to add, delete, or amend insurance or other 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.

**Section 19: HOLIDAY LEAVE**

Full-time employees and other employees as designated by the Selectboard will receive the following paid holiday leave:

- New Year's Day (January 1)
- Martin Luther King Jr.'s Birthday (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Town Meeting Day (1st Tuesday in March)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Indigenous Peoples Day (2nd Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- The Wednesday before or the Friday after Thanksgiving Day
- Christmas Eve (December 24)
- Christmas Day (December 25)

Employees will receive holiday leave pay for the number of hours in the employee's typical work day on which the holiday falls, at the employee's regular rate of pay, if the employee works on the regularly-scheduled workday before and after the holiday (for the purposes of this provision only, approved time off will count as time worked). Holiday leave that is not actually worked by an employee will not be included in calculating overtime for that employee.

Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday.

If a holiday is observed during an employee's scheduled vacation leave, that day will not be charged against his or her accrued vacation leave.

A nonexempt employee, as defined in the Fair Labor Standards Act, who is required to work on a holiday will be compensated at the rate of 1 1/2 (one and one-half) times the employee's regular rate of pay for the hours actually worked. Employees cannot volunteer to work a holiday with the expectation of overtime; employees must be required to work the holiday by a supervisor.

**Section 20: VACATION LEAVE**

Full-time employees will accrue paid vacation leave at the following annual rates, depending on usual weekly hours worked. ÷

<u>Completed Years of Full-Time Service</u>	<u>Annual Accrual Rate</u>
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**Commented [BS3]:** These two holidays are suggested to align with the Union Contract.

**Commented [BS4]:** Does the Board wish to change the 40 hour vacation week to 30 for employees who regularly work 30 and not 40 hours?

0	0 hours
1	<del>40 hours</del> 1 week
2 through 9	<del>80 hours</del> 2 weeks
10 through 19	<del>120 hours</del> 3 weeks
20 and following	<del>160 hours</del> 4 weeks

On July 1 of each year, all full-time employees shall receive 3 personal days. All full-time employees shall receive 48 hours of sick leave on July 1 of each year. -Vacation time will be as stated above. For the first year of employment, or if an employee leaves voluntarily or involuntarily, employees shall receive leave on a prorated basis. -Vacation times and schedules shall be established by road crew supervisor at the beginning of each fiscal year.

Full-time employees will receive vacation leave pay at the employee’s regular rate of pay. Vacation leave may be taken in increments as small as 1 hour.

Part-time employees shall receive prorated vacation and personal days.

Vacation time credits shall not be advanced for use prior to their being credited to an employee’s account, unless approved by the Selectboard.

Employees are strongly encouraged to take an annual vacation. Requests for vacation should be submitted to the employee’s supervisor as soon as possible but not less than 2 weeks in advance of the requested time off. This notice may be waived at the ~~discretion~~ discretion of the Selectboard. Road Crew members’ vacation dates must be scheduled in advance and approved by the Road Foreman. The Road Foreman’s vacation dates must be approved by the Selectboard’s Road Liaison.

If an employee, or paid elected official, does not use all of his or her accrued vacation leave in a year (the year ends on the day before an additional year of full-time service is credited to that employee), the employee may carry unused, accrued vacation leave forward to the next year up to a maximum of 60 hours. Any unused, accrued vacation leave that exceeds the amount carried forward will be forfeited and an employee will not be compensated for those forfeited hours. If working circumstances make vacation hours impractical to be used, then the Select Board may award compensation at their discretion.

Commented [BS5]: 60 hours matches Union Contract.

An employee on vacation who becomes ill or injured may, upon proper notification, change his or her status to sick leave.

An employee who voluntarily resigns from employment with the Town will be compensated for unused, accrued vacation leave provided that the employee gives at least 2 weeks written notice of his or her resignation; however, the Town will not provide a cash payout to employees who are discharged for cause.

**Section 21: PERSONAL LEAVE**

An employee may not take personal leave during the employee’s 6-month probationary period, unless approved by the Selectboard or its authorized representative.

Whenever possible, an employee should coordinate his or her use of personal leave with his or her supervisor ahead of time.

Eligible employees may use paid personal leave in increments as small as 1 hour.

Personal leave time credits shall not be advanced for use prior to their being credited to an employee's account, unless approved by the Selectboard.

If an employee has unused, accrued personal leave at the end of a year (the year ends on the day before an additional year of full-time service is credited to that employee), the employee forfeits the unused leave and will not be compensated for those forfeited hours. An employee will not be compensated for any unused personal leave upon separation of employment with the Town.

## **Section 22: SICK LEAVE**

Definition: For the purposes of this section of the Personnel Policy, the following definition shall apply: "eligible employee" means an employee or an elected official of the Town who: (a) is age 18 or older; (b) works an average of 18 or more hours per week over the year; and (c) is expected to work more than 20 weeks in a 12-month period. This definition includes newly-hired employees and those who are still in their probationary period of employment. This definition does not include an individual who: (i) works on a per diem or intermittent basis; (ii) works only when he or she indicates that he or she is available to work; (iii) is under no obligation to work for the Town; and (iv) has no expectation of continuing employment with the Town.

Eligible full-time employees: Will be granted 48 paid sick leave hours per year, accrued on the first of the month following the date of hire, and, for later years, on the anniversary of the first of the month following the date of hire. If an employee does not use all of his or her sick leave in a year (the year ends on the day before an additional year of full-time service is credited to that employee), the employee may carry the unused leave forward to the next year and accumulate up to a maximum of ~~200~~ 240 hours of sick leave. Once an employee reaches ~~240~~ 240 hours of sick leave, no additional sick leave will be credited to the employee's account until the employee's sick leave balance drops below ~~240~~ 240 hours, and then will only be increased on an anniversary of the first of the month following the date of hire.

**Commented [BS6]:** Changed to align with the Union Contract.

Eligible part-time employees: Will be granted 24 paid sick leave hours per year, accrued on the first of the month following the date of hire, and, for later years, on the anniversary of the first of the month following the date of hire. If an employee does not use all of his or her sick leave in a year (the year ends on the day before an additional year of full-time service is credited to that employee), the employee may carry the unused leave forward to the next year and accumulate up to a maximum of 100 hours of sick leave. Once an employee reaches 100 hours of sick leave, no additional sick leave will be credited to the employee's account until the employee's sick leave balance drops below 100 hours, and then will only be increased on an anniversary of the first of the month following the date of hire.

Sick leave benefits may not be used by an employee prior to being credited to his or her account, unless approved by the Selectboard.

An employee may not take sick leave during the employee's 6-month probationary period, unless approved by the Selectboard.

Employees may use paid sick leave in increments as small as 1 hour.

An employee may use sick leave for the purposes below:

- The employee is ill or injured.
- 
- The employee obtains professional diagnostic, preventive, routine, or therapeutic health care.
- The employee cares for a sick or injured parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, including helping that individual obtain diagnostic, preventive, routine, or therapeutic health treatment, or accompanying the employee's parent, grandparent, spouse, or parent-in-law to an appointment related to his or her long-term care.
- The employee is arranging for social or legal services or obtaining medical care or counseling for the employee or for the employee's parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, who is a victim of domestic violence, sexual assault, or stalking or who is relocating as the result of domestic violence, sexual assault, or stalking. As used in this section, "domestic violence," "sexual assault," and "stalking" shall have the same meanings as in 15 V.S.A. § 1151.
- The employee cares for a parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, because the school or business where that individual is normally located during the employee's workday is closed for public health or safety reasons.
- Any other appointments authorized in advance by the employee's supervisor. In the case of members of the Road Crew, that person is the Road Foreman. In the case of the Road Foreman, that person is the Selectboard's Road Liaison.
- Possible additional time off for bereavement. See Section 23: Bereavement Leave.

Employees must make reasonable efforts to avoid scheduling routine or preventive health care or other appointments during regular work hours.

Employees will receive sick leave pay at the employee's regular rate of pay.

Use of this paid leave does not diminish the rights that an employee may have under the Vermont Parental Family Leave Act, 21 V.S.A. § 470.

Benefits for sick leave are meant for income protection during the period when the leave is taken and therefore shall not be converted to cash or extra time off with pay.

Sick leave shall be payable only with respect to a work day on which the employee would otherwise have worked and shall not be paid to an employee for a scheduled day off, holiday, vacation day, personal day, leave of absence, or any day for which an employee has received full pay from the Town.

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The Town will not compensate eligible employees for unused, accrued sick leave at the time of separation from employment.

#### Notification of Absence for Sick Leave

Employees must provide notice as soon as practicable of the intent to use earned sick leave and the expected duration of the employee's absence.

Any employee who intends to use sick leave for any reason should contact his or her supervisor by telephone as early as possible before or on the first day of absence to explain the reason for his or her absence and to give an estimate of its probable duration. This will allow the Town department to adjust its work schedule and review the need for any temporary employee or schedule changes. In most circumstances, it is expected that the employee will contact his or her supervisor personally rather than through a third party, although it is recognized there may be occasions when the employee, because of the situation, is unable to personally make direct contact. If a supervisor cannot be reached, a message giving the required information may be left on the supervisor's voicemail, or on the voicemail of the Town Clerk's office.

The Road Foreman must maintain a record of all periods of sick leave of 1 day or more for the Road Crew and for himself, including the dates, durations, and reason(s) for the absence.

If an employee determines that he or she intends to use sick leave when already at work, he or she must normally contact his or her supervisor or the Town Clerk, either in person or by telephone, before leaving work. If direct contact is not possible, a voicemail or message may be left.

#### Duration and Documentation of Sick Leave

(a) Employee is ill or injured:

In the event an employee's period of absence lasts no more than 7 consecutive days, including non-working days (e.g., Saturdays, Sundays, and scheduled days off), an employee's verbal statement as to his or her absence is sufficient.

In the event the period of absence continues beyond 7 consecutive days, an employee is required to submit written verification from his or her physician or attending medical specialist.

In the event the absence continues beyond the initial period specified on the original physician's written verification, the employee must provide additional written verification from the employee's physician to cover all further periods of absence until the employee returns to work. The subsequent written verification should be submitted, where possible, prior to the passage of the expected return to work date set forth in the prior verification.

(b) Any other use of sick leave:

In the event an employee's period of absence lasts no more than 7 consecutive days, including non-working days (e.g., Saturdays, Sundays, and scheduled days off), an employee's verbal statement as to his or her absence is sufficient.

In the event the period of absence continues beyond 7 consecutive days, an employee is required to submit written verification deemed acceptable by the Selectboard or its authorized representative.

In the event the absence continues beyond the initial period specified on the original written verification, the employee must provide additional written verification deemed acceptable by the Selectboard or its authorized representative to cover all further periods of absence until the employee returns to work. The subsequent written verification should be submitted, where possible, prior to the passage of the expected return to work date set forth in the prior verification.

- (c) At any time, the Selectboard may, at its discretion, require sufficient documentation stating the necessity for the use of sick leave, regardless of the specific policies and procedures described above. The purpose of this clause is to prevent the abuse of the use of sick leave.

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

Full-time employees may be provided with up to 24 paid bereavement leave hours related to the death of a close family member, domestic partner, or member of an employee's household. The exact amount of time off is dependent upon the circumstances and subject to Selectboard approval.

If additional time off is needed, or if time off is needed for the funeral of a person not covered above, an employee may use a reasonable amount of accrued sick leave, if available, and if approved by the Selectboard. The Selectboard may also grant, on a case-by-case basis, unpaid leave.

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

### **Section 24: 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 ("VPFLA"). 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 VPFLA. A request for leave must be made to the Selectboard. Where an employee's leave request is covered by the VPFLA 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 VPFLA and FMLA, the leave periods will run concurrently.

For the purposes of determining the 12-month period in which an employee may be entitled to VPFLA and/or FMLA leave, the Town will use a rolling 12-month period measured backward from the date an employee uses such leave.

### **Section 25: SHORT TERM FAMILY LEAVE**

In accordance with 21 V.S.A. § 472a, employees employed by the Town for at least 1 year for an average of at least 30 hours per week may be entitled to take unpaid leave not to exceed 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, stepchild, foster child, or ward who lives with the employee, such as a parent-teacher conference;
- To attend or accompany the employee's child, stepchild, foster child, or ward who lives with the employee or the employee's parent, spouse or parent-in-law 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 child, stepchild, foster child, or ward who lives with the employee or the employee's parent, spouse or parent-in-law.

The Town may require that leave be taken in a minimum of 2-hour segments. At the option of the employee, accrued paid leave may be used. Before taking leave under this section an employee shall make a reasonable attempt to schedule appointments 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 7 days before leave is to be taken, except in the case of an emergency where the required 7 day notice could have a significant adverse impact on the family member of the employee.

### **Section 26: CRIME VICTIM LEAVE**

In accordance with 21 V.S.A. § 472c, employees who have been continuously employed for a period of 6 months for an average of at least 20 hours per week and who are crime victims may be entitled to take unpaid leave for the following purpose of attending a deposition or court proceeding related to:

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

A "crime victim" is a person who has:

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

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

### **Section 27: 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 Selectboard and must set forth the purpose for which the leave is requested, be for a definite period of time, and include a specified date of return. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. An employee who engages in such employment activities during a leave of absence may be terminated by the Town immediately.

If a leave of absence without pay is granted, the employee may, at the Selectboard's sole discretion, continue the employee's group health plan coverage provided the employee makes the arrangements for the change in advance and pays the premium required in accordance with the payment schedule established by the Town. Other employee benefits (*e.g.*, sick leave, vacation leave, personal leave, holiday leave, seniority, etc.) will not accrue during the unpaid leave period.

### **Section 28: 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 29: JURY LEAVE**

The Town will compensate full-time employees for their service as jurors or witnesses when unrelated to their status as a Town employee. The Town will compensate the employee at his or her regular rate of pay for each hour of the normal work day absent for such duty as a juror or witness, less any compensation the employee receives for such duty as a juror or witness. For purposes of this clause "compensation" shall not include reimbursements for expenses incurred by the employee. In accordance with 21 V.S.A. § 499, employees will otherwise be considered in the service of the Town for purposes of determining seniority; benefits; credit towards vacation leave, sick leave, and personal leave; and other rights, privileges, and benefits of employment.

When a full-time employee of the Town is called to serve as a witness in a court proceeding due to his or her status as an employee of the Town, the Town will compensate the employee at his or her regular rate of pay for each hour of the normal work day absent for such duty as a witness, less any compensation the employee receives for such duty as a witness. For purposes of this clause "compensation" shall not include reimbursements for expenses incurred by the employee.

### **Section 30: OVERTIME AND COMPENSATORY TIME OFF**

In accordance with the federal Fair Labor Standards Act (“FLSA”), the Town compensates nonexempt employees at the rate of 1 ½ (one and one-half) hours for each hour actually worked in excess of 40 hours in any work week. Employees employed in executive, administrative, or professional capacities as defined by the FLSA are exempt from this requirement. Holiday leave, vacation leave, personal leave, sick leave, bereavement leave, and other forms of leave do not count as hours worked for purposes of calculating either overtime or compensatory time eligibility.

In place of overtime pay, the Town in its discretion may provide nonexempt employees with compensatory time off (“Comp Time”) subject to the following conditions:

- Comp Time is earned at a rate of 1 ½ (one and one-half) hours for each hour worked in excess of 40 hours actually worked in any work week.
- An employee may accrue a maximum of 40 hours of Comp Time (40 hours of Comp Time represents 26.67 hours of actual overtime worked). An employee who has accrued 40 hours of Comp Time will be paid overtime compensation for additional overtime hours of work.
- An employee may, at the Town’s discretion, be paid in cash in lieu of Comp Time.
- An employee receiving payment for accrued comp time will be paid at the regular rate of pay earned by the employee at the time the employee receives such payment.
- Comp Time will be used or paid out by the end of each fiscal year (June 30).
- Upon termination from employment with the Town, an employee will be paid for unused Comp Time at a rate not less than the average regular rate of pay received by the employee during the last 3 years of employment or the employee’s final regular rate of pay, whichever is higher.

An employee who has accrued Comp Time and requests use of Comp Time will be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the Town’s operations. Requests for use of Comp Time must be submitted to the employee’s supervisor and/or the Selectboard, who will have discretion to grant or deny the request. Requests for use of Comp Time will not unreasonably be withheld.

### **Section 31: EMPLOYMENT HARASSMENT AND DISCRIMINATION**

The Town is committed in all areas to providing a work environment that is free from unlawful harassment and discrimination. Vermont and federal law prohibit employment discrimination or retaliation based on race, color, religion, sex, gender identity, marital status, national origin, age, pregnancy, genetic information, crime victim status, veteran status, any other category of person protected under federal or state law, 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.

Examples of harassment include the following: insulting comments or references based on a person’s race, color, religion, sex, gender identity, marital status, national origin, age, pregnancy, genetic information, crime victim status, veteran status, disability, sexual orientation, ancestry, HIV status, place of birth; aggressive bullying behaviors; inappropriate physical contact or gestures, physical

assaults, or contact that substantially interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment; retaliation against an employee for complaining about the behaviors described above, or for participating in an investigation of a complaint of harassment.

Petty slights, annoyances, and isolated incidents (unless serious) will not rise to the level of illegality. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

The Town will not tolerate unlawful harassment based on a person's race, color, religion, sex, gender identity, marital status, national origin, age, pregnancy, genetic information, crime victim or veteran status, disability, sexual orientation, ancestry, HIV status, place of birth, or membership in a classification protected by law. Likewise, the Town will not tolerate retaliation against an employee for filing a complaint of harassment or for cooperating in an investigation of harassment.

All employees, including supervisors and other management personnel, are expected and required to abide by this policy. Employees who are found to have engaged in harassment may face disciplinary action up to, and including, termination. Any individual who believes that she or he has been the target of this type of harassment, or who believes she or he 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.

Any employee who wishes to report harassment should file a complaint with the Chair of the Selectboard or with the Vice Chair of the Selectboard.

A prompt, thorough and impartial investigation will be conducted and confidentiality will be protected to the extent possible. If it is determined that unlawful harassment has occurred, the Town will take immediate and appropriate corrective action. No person will be adversely affected in employment with the Town as a result of bringing a complaint of unlawful harassment.

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

- Civil Rights Unit, Vermont Attorney General's Office, 109 State Street, Montpelier, VT 05609-1001. Tel (802) 828-3657 (voice). Tel (888) 745-9195 (Toll Free VT). (802) 828-3665 (TTY). Email [ago.civilrights@vermont.gov](mailto:ago.civilrights@vermont.gov) Online <http://ago.vermont.gov/about-the-attorney-generals-office/divisions/civil-rights/>
- Equal Employment Opportunity Commission, JFK Federal Building, 475 Government Center, Boston, MA 02203. Tel 1 (800) 669-4000 (voice). Tel 1 (800) 669-6820 (TTY). Email [info@eeoc.gov](mailto:info@eeoc.gov) Online [www.eeoc.gov](http://www.eeoc.gov)

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

## **Section 32: 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 a sexual 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 or 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 if 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, pressuring 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;
- harassing acts or behavior directed against a person on the basis of his or her sex;
- off-duty conduct which falls within the above definition and affects the work environment.

It is 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 she or he 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.

Employees who are found to have engaged in sexual harassment may face disciplinary action up to, and including, termination.

Any employee who wishes to report sexual harassment should file a complaint with the Chair of the Selectboard or with the Vice Chair of the Selectboard.

A prompt, thorough, and impartial investigation will be conducted and confidentiality will be protected to the extent possible. If it is determined that unlawful harassment has occurred, the Town will take immediate and appropriate corrective action. No person will be adversely affected in employment with the Town as a result of bringing a complaint of unlawful harassment.

Complaints of sexual harassment or retaliation may also be filed with the following agencies:

- Civil Rights Unit, Vermont Attorney General's Office, 109 State Street, Montpelier, VT 05609-1001. Tel (802) 828-3657 (voice). Tel (888) 745-9195 (Toll Free VT). (802) 828-3665 (TTY). Email: [ago.civilrights@vermont.gov](mailto:ago.civilrights@vermont.gov) Online: <http://ago.vermont.gov/about-the-attorney-generals-office/divisions/civil-rights/>
- Equal Employment Opportunity Commission, JFK Federal Building, 475 Government Center, Boston, MA 02203. Tel 1 (800) 669-4000 (voice). Tel 1 (800) 669-6820 (TTY). Email [info@eeoc.gov](mailto:info@eeoc.gov) Online [www.eeoc.gov](http://www.eeoc.gov)

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

### **Section 33: EMPLOYEE DISCIPLINE**

The Town has adopted a progressive discipline process to identify and address employee and employment-related problems. The Town's progressive discipline process applies to any and all employee conduct that the Town, in its sole discretion, determines must be addressed by discipline.

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. 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.

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, and/or reorganization or reclassification of positions resulting in the elimination of a position or for other related reasons.

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

The Town will normally adhere to the following progressive disciplinary process, but reserves the right to bypass any or all steps of progressive discipline when it determines, in its sole discretion, that deviation from the process is warranted: (1) verbal warning; (2) written warning; (3) suspension (with or without pay); and (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.

- Engaging in any illegal activity.
- 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 time card or other record or giving false information to anyone whose duty is to make such record.
- 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.
- Failure to search for or disclose public records upon request.
- Willful violation of Town rules or policies.
- Inability to get along with fellow employees.
- Loss of a license or certificate issued by state or federal authorities needed to conduct daily work.
- Violence or the threat of violence against any employee of the Town or other person.

#### **Section 34: EMPLOYEE TERMINATION PROCESS**

The Town has adopted an employment termination process. Most often, employee conduct that warrants termination results from unacceptable behavior, poor performance, or violation of the Town's policies, practices, or procedures. However, termination may result from conduct that falls outside of those identified areas. The Town need not utilize this termination process but may take whatever action it deems necessary to address the issue at hand.

The Town also retains the right to unilaterally eliminate a position and thus terminate employment or reduce the work hours for some or all employees due to economic conditions, shortage of work, organizational efficiency, changes in departmental functions, and/or reorganization or reclassification of positions resulting in the elimination of a position or for other related reasons. In such cases, this termination process does not apply.

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

An employee being considered for termination will be provided with written notice. The notice will contain a brief statement of the reasons termination is being considered and the date, time, and place of a pre-termination meeting with the employee's supervisor.

At the pre-termination meeting, the employee will be afforded an opportunity to present the employee's response to the reasons for termination. If the employee declines to attend the pre-termination meeting, the employee may submit a written response to the pre-termination notice not later than the scheduled date of the meeting.

Within 7 calendar days of the date of the meeting, the supervisor will provide the employee with a written notice informing the employee whether he or she has been terminated. If the employee has been terminated, the notice will provide the general reasons therefore and will also inform the employee of the opportunity to request a post-termination hearing before the Selectboard by giving written notice of such request to the supervisor within 7 days. The employee will be informed that the employee's failure to make a timely request for a post-termination hearing will result in such hearing being waived.

If a request for a post-termination hearing is made, the Selectboard will provide the employee with a notice informing the employee of the date, time, and place of the post-termination hearing before the Selectboard. The notice will inform the employee of his or her right to be represented by counsel, to present and cross-examine witnesses, and to offer supporting documents and evidence.

At the post-termination hearing, the employee will be afforded the opportunity to address the basis for termination by hearing and examining the evidence presented against the employee, cross-examining witnesses, and presenting evidence on the employee's behalf. The Selectboard will make such determinations as may be necessary in the event of evidentiary objections or disputes. When the hearing is adjourned, the Selectboard, under the authority granted by 1 V.S.A. § 312(e), will consider the evidence presented in the hearing in deliberative session.

The Selectboard will render a written decision within 14 days after the close of the hearing, unless otherwise agreed upon by the parties.

**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.

This Personnel Policy also includes Addendum A and Addendum B.

**ADOPTED this 13<sup>th</sup> day of October, 2021**

**Commented [BS7]:** Date must be changed.

**SIGNATURES of SELECTBOARD:**

\_\_\_\_\_  
~~Peter Romans~~MacNeil, Chair

\_\_\_\_\_  
~~David Kelley~~Timothy Brennan, Vice Chair

\_\_\_\_\_  
~~Matt McAllister~~Ellen Celnik

\_\_\_\_\_  
~~Traey Collier~~Judy Carpenter

\_\_\_\_\_  
~~Gary Cireosta~~Michael Metcalf

**Personnel Policy  
Town of Greensboro, Vermont**

**Addendum A: Personnel Acknowledgement**

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

- A. I received a copy of the Town's Personnel Policy on \_\_\_\_\_ ;
- B. I have been given an opportunity to ask questions and the Personnel 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 understand that this Personnel Policy replaces any and all prior versions and that the Town reserves the right to add, amend, or discontinue any of the provisions of this Personnel Policy for any reason or none at all, in whole or in part, at any time, with or without notice; and
- E. I understand the Town's Personnel Policy and that it is my responsibility to comply with all of its provisions.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**Personnel Policy  
Town of Greensboro, Vermont**

**Addendum B: Agreement by Independently-Elected Officer to be Bound by Personnel Policy**

The Greensboro Town Clerk is employed and contracted at regular three-year intervals by the voters. However, the Greensboro Selectboard sets the terms of employment including wages, salaries, and pay increases for all Town employees, including the Town Clerk.

In exchange for the provision of benefits by the Town as follows:

- Health Insurance
- Dental Insurance
- Eye Insurance (100% employee financed)
- Municipal Retirement
- Short Term disability
- Life Insurance
- Salaried wages
- Leave time as determined in the Personnel Policy.

\_\_\_\_\_ agrees to be bound by the provisions of the Town of Greensboro Personnel Policy, *except* the provisions on Probationary Period, Performance Evaluations, Employee Discipline, and Employee Termination.

\_\_\_\_\_ agrees as follows:

- She/he/they has received a copy of the Town's Personnel Policy and understands that it is her/his/their responsibility to familiarize herself with its contents;
- She/he/they has been given an opportunity to ask questions about said policy and has been provided with satisfactory information in response to those questions;
- She/he/they acknowledges that she understands the Town's Personnel Policy and agrees that she/he/they will comply with all of its provisions.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BY: Independently-Elected Official:**

\_\_\_\_\_  
Town Clerk

**Selectboard:**

\_\_\_\_\_  
~~MacNeil~~~~Peter Romans~~, Chair

\_\_\_\_\_  
~~David Kelley~~~~Timothy Brennan~~, Vice Chair

\_\_\_\_\_  
~~Matt McAllister~~~~Ellen Celnik~~

\_\_\_\_\_  
~~Traey Collier~~~~Judy Carpenter~~

\_\_\_\_\_  
~~Michael Metcalf~~ \_\_\_\_\_ ~~Gary Cireosta~~

## **FY28 Budget Outline - draft version**

### **Town of Greensboro**

Suggested timeframe: a complete budget draft before Thanksgiving. (Additional appropriations will be allowed via state statute after this date). This would allow time for one or two public meetings in the first two weeks of December for public comment. The Selectboard could then revise the budget and approve a final draft in early January. This would allow sufficient time to finish writing the town report.

Outlined below is a slightly different process from previous. This proposes dividing the budget into pieces to be tackled by SB, town staff, and community members, then connected in budget meetings. The goal is more accurate budgeting and more efficient use of time and energy.

#### **JULY**

- **July 2026:** Selectboard signs contract with Acrisure (of VLCT) to examine town employees' health insurance benefits.
- **July 2026:** Two Selectboard members and Administrator arrange to meet with Sheriff Harlow to discuss/re-examine Orleans County Sheriff Contract.

#### **AUGUST**

- **August 2026:** SB (or staff) to reach out to Vermont Appraisal Company to determine Assessor contract.
- **August-September 2026:** Administrator, Treasurer, SB chair (or another SB member), Road Foreman write a draft HWY budget.
- **August:** solicit community members for budget committee work.

#### **SEPTEMBER**

- **September 2026:** SB to reach out to Lamoille County Sheriff to renegotiate Fire Department dispatch contract.
- **September 2026:** Budget committee meets in early September to determine budget meeting schedule and any alternations to **Appropriation** requests and process. Timeline examined.
- **September 2026:** Treasurer and assorted SB members to work with the following Departments to receive FY28 budget requests:
  - Fire Department: Dave Brochu.
  - Caspian Lake Beach: John Schweizer.
  - Caspian Milfoil: Stew Arnold.
  - Cemetery: Wayne Young.

- Planning Commission: Kent Hansen.
- **September 2026:**
  - Draft HERF. (SB member, community member, treasurer, foreman?)
  - Draft Capital Budget. (SB member, community member, treasurer?)
- **September 2026:** Treasurer, Town Clerk, or Administrator to reach out to Andy Mosedale, IT consultant.
- **September 2026:** Town staff works on these budget pieces:
  - Elections: town clerk.
  - Town report and town meeting expenses: town clerk.
  - Electricity, insurance, heating fuel, etc: town staff.

## **NOVEMBER**

- **November 2026:** draft budget finished by the week before Thanksgiving (Nov 16 week).\*\*

## **DECEMBER**

- **December 2026:** Public input meetings in the first two weeks of December.

## **JANUARY**

- **January 2027:** deadline for appropriation requests? (Town clerk).
- **January 2027:** Town report deadline tentatively Jan 13.

## **MARCH**

- **March 2, 2027:** Town Meeting Day.

## **Contracts:**

- Union Contract: how and when to fit into FY28 budget?
- FY28 final year of Driveway Plowing.
- Orleans County Sheriff contract.
- Auditor contract.
- Lamoille County Sheriff Department contract.

## **Concerns/questions:**

- Health Insurance Benefits: a written report, including info from Acrisure, detailing the health benefits plan.
- Increase of office staff payroll adjustment.
- Renegotiate Wheelock plowing?