TOWN OF STOWE, VERMONT
PERSONNEL RULES
Effective February 12, 2025

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ARTICLE 1 GENERAL INFORMATION

1.1 AUTHORITY TO ADOPT PERSONNEL RULES

A. The Selectboard of the Town of Stowe hereby adopts these Personnel Rules pursuant to the authority granted under 24 VSA Chapter 11, Subchapter 33 and the Stowe Town Charter.

1.2 PURPOSE

A. The purpose of these Personnel Rules is to establish policies and procedures to ensure, in so much as possible, uniform application and administration of rules regarding the employment of persons by the Town of Stowe, as well as to inform current and potential employees of the working environment (e.g. terms and conditions of employment, including pay and benefits) which can be expected.

B. It must be recognized, however, that the uniform treatment of personnel at all times is neither feasible, nor is it always in the best interest of both parties. This statement is made on the presumption that employee work performance, attitudes and capabilities vary to a degree based upon each individual's effort and personality. Therefore, it shall be the policy of the Town to encourage good employment behaviors and not condone poor employee conduct.

C. In addition, these Personnel Rules are intended to serve as a set of procedures by which employees may strive to deliver the government services that are desired by the taxpayers of Stowe in the most efficient, capable and friendly manner possible.

1.3 APPLICABILITY

A. These Personnel Rules shall apply to all full-time and regular and irregular part-time non-unionized Town employees (e.g., irregular part-time employees in Fire & Rescue, Mountain Rescue, Police, Parks and Recreation, Library and Arena). These Rules do not include Electric Department employees, elected officials, school district employees, members of boards and commissions, volunteers appointed by the Selectboard and persons who provide contracted services.

B. The Town reserves the right to temporarily suspend the provisions of these Personnel Rules in the event the Selectboard declares an emergency situation, to the extent permitted by law.

C. If any provision within these Personnel Rules is determined to be invalid by a court of competent jurisdiction or if a provision is superseded by federal or state law, such invalidity shall not affect any other provision or the application of the remaining procedures contained herein.

D. These Personnel Rules are not meant to serve as a replacement for federal or state laws governing personnel matters, but rather, in some cases they are designed to clarify mandatory regulations. And these Personnel Rules are also a means by which the Town, acting in its capacity as an employer, expresses its doctrines pertaining to Town employees in areas where no federal or state guidelines exist.

E. These Personnel Rules are not to be construed as an employment contract between the Town and any of its employees.

F. The terms and provisions changed in this version of the personnel rules are not meant to apply retroactively, but instead will be in effect from this day forward.

1.4 ADMINISTRATION

A. The overall responsibility for the administration of the rules, regulations and policies contained in these Personnel Rules rests with the Selectboard. However, the day-to-day administration of these rules is delegated to the Town Manager, and to a lesser extent, the Department Heads as set forth in these Rules.

B. The Selectboard has adopted an organizational chart (See Appendix B) and all employees shall take direction and seek relief from their immediate supervisor as identified in the organizational chart for matters that are of concern to the employee.

C. In the event the Town Manager is temporarily unable to execute the delegated responsibilities due to an absence from the workplace, the Town Manager shall appoint the Acting Town Manager to serve in their absence. If the Town Manager is unable to do so or is in transition, then the Selectboard shall appoint someone who is not a Selectboard member to act as Town Manager. In the event the position of Town Manager is vacant, the Selectboard shall appoint an Acting Town Manager.

D. To the extent possible, the Selectboard and Town Manager should utilize appropriate chains of command when dealing with employees consistent with the organizational chart.

E. The application of the rules, regulations and procedures contained in these Personnel Rules shall not be subject to any grievance, arbitration or appeals procedures except for those described in Article 10 below or as provided by law.

F. Upon a vote of the majority, the Selectboard may amend these Personnel Rules at any time during a duly warned public meeting, provided that the proposed agenda contain notice of the proposed amendments to the Personnel Rules.

G. The provisions of these Personnel Rules may also be amended as a result of a Town Meeting vote, to the extent permitted by law.

H. These Personnel Rules shall supersede and replace any and all other personnel rules, regulations, or policies for employees of the Town of Stowe.

1.5 DEFINITIONS

A. Creditable service shall mean the continuous actual time for which an employee is compensated by the Town, to include all forms of paid leave. It shall not include overtime, call-in pay, on-call pay, time spent on unpaid leaves or periods when an employee is suspended for disciplinary reasons, nor shall the receipt of insurance payments be considered Town compensation for purposes of calculating creditable service.

B. Department Head shall mean an exempt employee who manages a department or functional area or supervises employees serving in one of the following positions: Town Manager, Planning & Zoning Director, Police Chief, Fire & Rescue Chief, Mountain Rescue Chief, Library Director, Water Superintendent, Public Works Director, Deputy Public Works Director, Highway Superintendent, Town Clerk, Parks & Recreation Director, Parks Superintendent, Arena Superintendent, Finance Director, Human Resources Director, Technology Manager and Town Appraiser.

C. Grievance shall mean a claim or dispute involving the application, meaning or interpretation of any portion of these Personnel Rules.

D. Probationary employee is one who is being considered for regular part-time or regular full-time work. Such employee remains on probationary status for a minimum of six (6) months from the date of hire. While on probation, the employee shall be terminated at any time with or without cause and without recourse to either the disciplinary or grievance procedures of these Personnel Rules. Also, prior to the expiration of the six-month probationary period, the Department Head or Town Manager may act to extend the probationary period for any employee for any reason whatsoever, provided the employee is informed of this decision in writing and the entire probation period does not exceed 12 months from the date of hire. Probation extensions are not subject to any appeal or grievance proceedings.

E. Provisional employee shall mean a regular full-time employee who has been promoted or voluntarily transferred to another position, during which time (not to exceed six (6) months) they shall be evaluated by the Town to determine if they are suitable for that position while being entitled to the grievance proceedings as set forth herein and all other benefits applicable under the Personnel Rules.

F. Light duty assignment shall mean a job classification that requires less physical exertion than the employee's regular job due to the employee's physical impairment or medical condition as certified by a qualified physician.

G. Regular full-time employee shall mean an employee who has completed their probationary period and is scheduled to work a minimum of forty (40) hours per week, fifty-two (52) weeks per year.

H. Regular part-time employee shall mean an employee who has completed their probationary period and is scheduled to work at least one thousand five hundred sixty hours (1,560) per calendar year or thirty (30) hours per week in the same position, but less than forty (40) hours per week for fifty-two (52) weeks per calendar year.

I. Irregular part-time employee shall mean an employee who works less than one thousand five hundred sixty (1,560) hours per calendar year or thirty (30) hours per week in the same position. Irregular part-time employees are not guaranteed a set length of time nor a set number of hours per week. An irregular part-time employee is an employee whose employment may be terminated at anytime and without access to either the disciplinary or grievance procedures of these Personnel Rules.

J. Temporary assignment shall mean a job classification that differs from the employee's regular position. A temporary assignment shall be classified as such when its duration is more than forty (40) work hours and less than one thousand forty (1,040) work hours, but this may be extended upon mutual agreement between the Town and the employee. The Town Manager may reassign an employee back to their regular position at any time.

K. Temporary employee shall mean an employee who is not a regular full or part-time employee, who is hired for a limited period of time for a specific reason. A temporary employee may be hired to complete a project, fill in during the absence of a regular full or part-time employee, or hired as a direct result of grant funding. A temporary employee is an employee whose employment may be terminated at any time with or without cause and without access to either the disciplinary or grievance procedures of these Personnel Rules.

L. Job Descriptions shall mean those job descriptions approved by the Town Manager, which can be amended, added to or deleted from time to time. The Selectboard shall approve the Town Manager's job description or any amendments to it.

ARTICLE 2 MANAGEMENT RIGHTS

The Town Manager or the Manager's designee shall have the exclusive right to manage, direct and supervise the operations of all Town departments and employees, including, but not limited to the following examples:

(1) To direct employees in the performance of work assignments;

(2) To hire, promote, transfer, assign, retain, layoff, demote, and discharge

employees;

(3) To maintain the efficiency of all municipal operations;

(4) To determine the methods, means and personnel by which municipal operations are to be conducted;

(5) To establish work schedules, require overtime and limit or reduce hours of work;

(6) To take whatever reasonable action may be necessary to protect public health and safety;

(7) To contract out for goods and services;

(8) To determine plans and programs to be undertaken by the departments;

(9) To increase, decrease, create, disband, modify or change existing methods or facilities or services;

(10) To develop work rules and regulations, including, but not limited to the adoption and implementation of workplace safety policies, and to instruct employees as to appropriate procedures;

(11) To exercise sole discretion in the appointment, reappointment and term of service of any Town employee whose position is established by the Stowe Town Charter, to the fullest extent allowed by law;

(12) To amend existing job descriptions, create new positions and corresponding job descriptions and eliminate or combine positions; and

(13) To assign wage rates for all Town employees.

ARTICLE 3 EMPLOYEE RIGHTS

A. Employees should read these Personnel Rules very carefully and familiarize themselves with their rights and responsibilities.

B. The Town shall indemnify and save harmless all Town employees (within the limits of the Town's insurance as prescribed by law) for loss or damage, and from any personal financial loss and expense including reasonable legal fees and costs if any, arising out of any claim, demand, suit or judgment against the indemnified person, provided the employee was acting reasonably within the course and scope of their

authority and job responsibilities. The Town shall not pay or reimburse any employee for personal legal expenses incurred by the use of their own attorney unless ordered by a court or specifically authorized by the Selectboard.

C. Town employees shall not use confidential information that is not public information for any non-business or personal reason, and their conduct during work hours shall not impair the operations of Town government in any way.

D. It is the Town's policy to provide equal opportunity to all employees with respect to appointment (hiring), advancement and general working conditions, without regard to age, race, creed, color, sex, sexual orientation, gender, gender identity, national origin, ancestry, place of birth, HIV status, veteran or military status or disability (as defined by law) for which reasonable accommodations can be made.

ARTICLE 4 RECRUITMENT AND HIRING

A. No person shall be deemed to have been hired as an employee of the Town without the Town Manager's authorization.

B. The Town Manager or designee shall administer these hiring procedures for every department. Department Heads shall participate in all hiring decisions for personnel within their departments.

C. Whenever there is an employment vacancy for a non-elected position below the level of Department Head, the Department Head shall notify the Town Manager of the vacancy date, the existing and proposed wage classification of the position and any other pertinent facts which may be necessary to fill the position.

D. Whenever there is an employment vacancy at the Department Head level, the Town Manager shall undertake to fill the position; the Town Manager has the authority to designate a current Town employee as an "Acting" Department Head and to pay an "Acting" Department Head a salary commensurate with the position and responsibilities to the extent funds are available.

E. Unless waived by the Town Manager, job vacancies generally shall be advertised in at least one local newspaper, and include title, pay range, and a brief description of responsibilities and qualifications. The Town will provide the full job description of the vacant position to applicants.

F. The determination and selection of candidates for interviews shall not be subject to any appeal or grievance proceedings.

G. The Town Manager or designee may conduct background checks in accordance with the law. After extending a conditional offer of employment, the Town reserves the

right to require any prospective employee to undergo a physical examination at Town expense prior to being hired, to determine if the candidate meets the minimum eligibility requirements for the position.

H. Prior to assuming a position as a Town employee, each person must report to the Human Resources Director to complete applicable forms and paperwork as may be required for the processing of paychecks and benefits.

ARTICLE 5 COMPENSATION

A. All regular full and part-time employees shall be paid either an hourly wage or weekly salary pursuant to the wage classification plan attached as Appendix A. (For the purposes of these Personnel Rules, salaried employees are exempt from overtime under the Fair Labor Standards Act.) Irregular part-time employees shall be paid an hourly rate as determined by the Town Manager.

B. The wage classification plan generally will be adjusted annually, (effective on July 1), based on the change in CPI-U Northeast Region Urban for the year ending October 31st when compared to the previous year ending October 31st. The minimum increase, however, shall be one and one-half percent (1.5%). All eligible employees, (as otherwise set forth in these Personnel Rules), shall immediately thereafter be entitled to a wage increase based on the adjusted wage classification plan as it applies to their specific pay grade and step.

C. Employees shall be eligible to advance one (1) step (but not beyond step 20) upon the completion of a probationary or provisional employment period. In addition, all eligible employees shall advance one step, (but not beyond step 20), within their assigned pay grade upon the completion of one (1) year of creditable service at a step level.

D. Employees shall not be entitled to receive step increases or any other wage rate increases while serving a probationary or provisional period, or while on unpaid leave or administrative leave, or whenever such raises are to be delayed as set forth in a disciplinary notice.

E. The Town Manager may increase an employee's step classification or reclassify an employee's job title and wage grade in their sole discretion, or upon request of a Department Head for compelling reasons.

F. Whenever an employee is promoted to a different position at a higher pay grade, they shall be eligible for a minimum five percent (5%) base wage increase using the wage classification plan (but not beyond step 20).

G. Non-exempt/hourly employees shall be paid at a rate of one and one-half (1.5) times the regular rate for all actual time worked in excess of forty (40) hours per week upon authorization by the Department Head. An employee on temporary assignment filling in for a Department Head shall obtain authorization from the Town Manager prior to working overtime. To the extent practical, overtime shall be distributed as evenly as possible among the employees qualified to perform that particular job, as determined solely by the Department Head.

H. Non-exempt/hourly employees shall be paid at a rate of one and one-half (1.5) times their regular base wage for call-in pay upon reporting to work after having been authorized to leave the workplace or when directed by their Department Head to report to work more than two (2) hours prior to the scheduled start of the work day. Notwithstanding the provisions of Article 7.A, employees notified at least seventy-two (72) hours in advance of an early work day start or scheduled overtime that requires a return to the workplace (for staff meetings or training or specific purposes) shall not be eligible for call-in pay. The minimum call-in pay period shall be three (3) hours. Employees shall not be entitled to on-call pay while being compensated by the Town for any other purpose.

I. Full-time non-exempt/hourly employees required by a Department Head to work on an observed holiday shall be eligible for time and one-half (1.5) for the time actually worked on the observed holiday plus pay for the holiday as set forth in Article 6.8. Arena employees who are required to work on the actual holiday, not the observed holiday, shall be eligible for time and one-half (1.5) for the time worked on the actual holiday plus pay for the holiday. Arena employees who are required to work both the actual holiday and the observed holiday will only be entitled to regular time worked on the observed holiday, unless eligible for overtime based on time worked.

J. Employees who have been placed on temporary assignment to fill in for a Department Head will have that assignment made in writing with beginning dates and ending dates with copies sent to HR, Finance and Town Manager and shall be paid an hourly wage rate that is ten percent (10%) more than their current pay level.

The rate of pay for employees placed in all other temporary assignments shall be an hourly wage rate commensurate with the Step 1 level for the wage grade most recently held by the former employee or a step level that is at least five percent (5%) more than their current pay level (whichever is higher).

This provision does not apply to employees who are appointed as Acting Department Head (See 4 D) because they shall be eligible for a salary upon mutual agreement of the employee and the Town Manager.

K. Employees temporarily assigned to a light duty job classification because of a worker's compensation injury that occurred while working for the Town, shall continue to

be paid their previous wage rate, subject to any scheduled wage increases. The Town reserves the right to discontinue any temporary or light duty assignment as it deems appropriate.

L. Non-exempt/hourly Employees shall maintain daily time tracking to be used as the basis for determining all compensation periods. Time tracking shall report accurately all work arrival times, departure times, (except for paid breaks) and authorized leaves, (using a Town clock and the next closest 15-minute interval). The Town reserves the right to mandate the use of time clocks for non-exempt/hourly employees.

M. Effective 7/1/25, employees who have been classified at Step 20 with 1 year of creditable service to the town at that step, and for each year thereafter, shall be entitled to a bonus payment of two percent (2%) of their base fiscal earnings (the base fiscal earnings are calculated by multiplying the hourly wage rate by the number of hours worked in the previous fiscal year up to 2080 hours) in effect on June 30th immediately prior to the date of eligibility. The Town will pay bonus payments in one lump sum in the first pay period of each new fiscal year. Employees otherwise eligible shall not be entitled to bonus payments upon separation.

N. Upon approval of the Department Head, (which shall not be unreasonably denied), non-exempt/hourly employees may accrue and utilize compensatory leave time in lieu of overtime pay, subject to the following conditions:

(1) Comp time shall be earned at a rate of 1.5 hours for every hour actually worked in excess of forty (40) hours per week.

(2) The maximum amount of comp time to be accrued shall not exceed forty (40) hours.

(3) Comp time must be utilized prior to the use of ETO leave.

(4) The use of comp time leave shall be considered creditable service.

O. Upon the recommendation of the Department Head, the Town Manager may award an employee a meritorious bonus of one (1) day's pay, or other recognition, for exemplary conduct above and beyond the call of duty.

P. From time to time, or upon direction by the Selectboard, the Town Manager shall review the wage classification plan to assess whether it is consistent with current labor trends when compared with other Vermont municipalities.

ARTICLE 6 EMPLOYEE BENEFITS FOR FULL-TIME EMPLOYEES

6.1 HEALTH & FITNESS CLUB MEMBERSHIPS

A. Upon proof of payment submitted to the Department Head, the Town shall reimburse each employee up to two hundred dollars ($200.00) per fiscal year towards the cost of a wearable health tracking device or membership for any wellness program of the employee's choice.

B. Town employees and their spouse/civil union partner and/or children shall be eligible for a fifty percent (50%) reduction in fees to participate in programs of the Stowe Parks & Recreation Departments. This shall not include activities of the Stowe Parks & Recreation Departments that require an admission cost or fee to a third party.

6.2 EDUCATION & LICENSES

A. Upon prior approval and proof of payment submitted to the Department Head, the Town shall reimburse any employee for reasonable costs attributable to continuing education, training, certification, licensing and testing when these activities are required by law to legally perform the duties assigned to that employee or when these activities are required by the employee's Department Head. The Town shall not reimburse employees for costs associated with (1) reinstating a license or certification that was revoked by the issuing authority or deemed legally invalid for cause or (2) obtaining or renewing a Class 1 driver's license. Employees shall be compensated for time spent engaged in these activities upon prior authorization by the Department Head.

B. Subject to the availability of budgeted funds, upon prior authorization of the Department Head and proof of payment, the Town may, reimburse an employee for reasonable expenses attributable to college courses costs, attendance at technical schools or similar course work provided such courses are a clear benefit to the Town, (as determined solely by the Town), and designed to improve the quality of performance and bring more efficiency and economy to municipal operations. Payment shall be contingent upon proof of a passing grade (C or better) and shall not exceed five hundred dollars ($500.00) per employee per fiscal year. Time spent engaged in these activities is not compensable or creditable.

6.3 INSURANCES FOR FULL-TIME EMPLOYEES

The Town provides the benefits described below. If there is a discrepancy between the descriptions below, the Summary Plan Descriptions, and the plan documents, the plan documents control. The Town may amend, modify, add to, or delete benefit plans.

A. Health insurance shall be provided as set forth in this section, beginning on the first day of the month following the employee's date of hire. On that date, the Town shall

provide regular full-time employees with a choice between two medical insurance plans as follows: (i) Blue Cross/Blue Shield's Vermont Freedom Plan Option 1; or (ii) Blue Cross/Blue Shield's Exclusive Provider Organization Plan with vision rider. Eligible Town employees may select a single plan, two-person plan, family plan, or make plan changes as necessary depending upon eligibility and in accordance with the provider's rules. The Town shall contribute ninety-five percent (95%) of the premiums for the Freedom plan through June 30, 2025 at which time it shall contribute ninety percent (90%), and ninety percent (90%) of the premiums for the Exclusive Provider Organization plan. Eligible employees can contribute to their premium costs on a pre-tax basis through an IRS approved Section 125 Premium Offset Plan. Employee contributions are calculated in fifty-two (52) weekly payroll deductions over the course of a calendar year. Contribution amounts are subject to change as plan premiums increase or decrease each plan year (beginning January 1).

B. Regular full-time employees who have medical insurance from another source and choose not to participate in the medical insurance coverage offered by the Town of Stowe are eligible to receive a cash-in-lieu stipend equal to fifty percent (50%) of the premium for a single Exclusive Provider Organization Plan beginning on the first day of the month following a complete calendar month without subscribing to the Town's medical insurance plan. The Town will pay the stipend over a twelve-month period in equal installments determined by dividing the stipend by the number of paychecks in a calendar year. To be eligible for this benefit, the employee must provide the Benefits Administrator with proof of insurance coverage elsewhere on an annual basis.

C. Dental insurance shall be provided as set forth in this section, beginning on the first day of the month following the employee's date of hire. On that date, the Town shall provide regular full-time employees with a Northeast Delta Dental Plan #2 to include Orthodontic Rider (Coverage D-A). Eligible employees may select a single plan, two-person plan, family plan, or make plan changes as necessary depending upon eligibility and in accordance with the provider's rules. Employees shall be required to contribute to the premium cost of such plans by paying five percent (5%) of the premiums. Eligible employees can contribute to their premium costs on a pre-tax basis through an IRS approved Section 125 Premium Offset Plan. Employee contributions are calculated in fifty-two (52) weekly payroll deductions over the course of a calendar year. Contribution amounts are subject to change as plan premiums increase or decrease each plan year (beginning January 1).

D. In the event an employee's weekly paycheck is not sufficient to make that employee's insurance premium contribution for any reason, the employee shall make arrangements to pay the balance within seven (7) days of the payment shortfall. Otherwise, the Town shall automatically deduct the amount due from the next paycheck, or if that amount is not sufficient, the employee shall be removed from the Town's coverage.

E. Effective the first date of employment, the Town will provide regular full-time employees with a term life insurance policy having a face value of fifty thousand dollars ($50,000.00), with additional coverage for accidental death and dismemberment in such amounts as is provided in conjunction with the life insurance coverage. The Town will pay the entire cost of premiums for this benefit. It is understood that Life/AD&D insurance disbursements shall be made in accordance with the provider's rules.

F. Effective the first date of employment, the Town will provide regular full-time employees with a short-term disability insurance policy that pays sixty-six and two-thirds percent (66 2/3%) of the eligible employee's weekly pay, up to six hundred fifty dollars ($650.00) per week, after fifteen (15) consecutive calendar days of disability, for a period not to exceed twenty-six (26) weeks. The Town will pay the entire cost of premiums for this benefit. (Employees determined to be eligible for short-term disability insurance shall be considered to be on an unpaid administrative leave up until one year after the disability began or one year after STD eligibility or six months after LTD eligibility, whichever comes first. During this period, the Town shall reinstate the employee upon medical clearance to return to work. It is understood that employees shall be subject to the eligibility standards and disbursement rules established per the plan documents or insurance policy relating to the STD insurance coverage.

G. Effective the first date of employment, the Town will provide eligible full-time employees with a long-term disability (LTD) insurance policy that pays sixty percent (60%) of the employee's monthly pay, up to five thousand dollars ($5,000.00) per month, after one hundred eighty (180) consecutive calendar days of disability, and contributing until the eligible employee reaches up to age sixty-five (65). The Town will pay the entire cost of premiums for this benefit. (Employees determined to be eligible for long-term disability insurance shall be considered to be on an unpaid administrative leave up until one year after the disability began or six months after LTD eligibility, whichever comes first. Upon the exhaustion of the administrative leave, if the employee is still unable to return to work, the employee shall be considered to have voluntarily terminated their status as a Town employee in good standing as if the employee tendered their resignation, with property notice. During any period of disability covered by this paragraph, the Town shall reinstate the employee upon medical clearance to return to work. It is understood that employees shall be subject to the eligibility standards and disbursement rules established per the plan documents or insurance policy relating to LTD insurance coverage. All medical benefits shall be provided to the employee while on long-term disability consistent with the terms of this agreement. However, after 26 weeks of disability, employees shall no longer accrue earned time off or sick leave.

H. In the event the plans being offered are no longer available to the Town, the Town reserves the right to substitute any other plan as may be available.

I. The Town will provide regular full-time and part-time employees with an IRS

recognized Flexible Benefit program to include a health care reimbursement plan and a dependent care reimbursement plan. Employees can make pre-taxable income contributions based on fifty-two (52) weekly payroll deductions over the course of a calendar year. Disbursements will be made in accordance with federal regulations as determined by the plan administrator.

6.4 RETIREMENT

A. All regular full-time employees shall be enrolled in Group B of the Vermont Municipal Employee Retirement System (VMERS) upon date of hire. (The Chief of Police, Fire & Rescue Chief, and Assistant Fire & Rescue Chief(s) shall be enrolled in Group D.) The Town will contribute ten point six percent (10.6%) towards the combined employee and employer contributions and employees shall pay the difference as determined by the VMERS Board of Trustees through payroll deductions. (Contributions to Group D for Chief of Police, Chief of Fire & Rescue, and Assistant Fire & Rescue Chief(s) shall be determined by the VMERS Board of Trustees)

The Town will contribute an amount equal to ten point six percent (10.6%) of the employee's gross wages into the grandfathered Town of Stowe Non-ERISA Governmental 401(a) plan toward the employee's retirement account for employes hired prior to July 1, 2004 who chose to continue in the Town of Stowe Retirement plan rather than rolling into the VMERS plan. Terms and conditions of the retirement account apply.

B. In addition to the retirement options identified in 6.4.A above, the Town will also make payroll deductions for any employee who voluntarily contributes to the Article 457 Deferred Compensation Plan in accordance with IRS regulations. The Town will make weekly payroll deductions and pay employee authorized contributions on a monthly basis (at no charge to the employee) to any IRS recognized Article 457 provider. The total amount of contribution shall not exceed the maximum amounts allowed by law.

C. Upon the retirement of any employee with 41,600 hours (20 years) or more of creditable service to the Town, the Town will make available its medical and dental insurance program to the employee, the employee's spouse, and any minor dependents at the expense of the subscriber, for as long as the employee or the employee's spouse shall live. Any employee who retires with less than 41,600 (20 years) hours of creditable service shall be eligible to participate in the Town's medical and dental insurance plan in accordance with the applicable provisions of COBRA.

6.5 PAID TIME OFF

A. The Town provides Regular Full-Time Employees with compensated earned time off ("ETO") to be used as paid time-off for vacation, illness, personal or bereavement reasons, upon authorization by the Department Head, which shall not be unreasonably

denied. Earned time off shall be accrued based on hours worked and shall be earned and paid out on straight time rates.

Start of employment to end of 3 years of service – 10 hours per month not to exceed 120 hours per year;
Start of 4th year of service to end of 6 years of service -13.34 hours per month – not to exceed 160 hours per year.
Start of 7th year of service to the end of 9 years of service – 16.67 hours per month – not to exceed 200 hours per year;
Start of 10th year of service to end of employment – 20 hours per month – not to exceed 240 hours per year.

B. Except for their first year an employee must use at least 50% of their annual accrual of ETO each year, or as otherwise approved by the Town Manager for exceptional circumstances.

C. After the first year of employment, unless otherwise waived by the Town Manager for good cause, all employees shall take one week (five business days in a row) off during each year of their employment. Finance and Town Clerk employees shall be required to have their duties performed by another employee during this time period.

D. ETO may be accumulated from fiscal year to fiscal year up to a maximum of 800 hours as of their anniversary date of employment.

E. Employees shall request ETO from their Department Head as far in advance as possible, but at least seventy-two (72) hours prior to the leave, except in the case of unforeseen illness or emergencies, in which case employees shall notify their Department Head prior to the start of the work day or as soon thereafter as reasonably practicable. Leave approval shall be granted on a first-come, first-served priority, but may be denied in order to ensure adequate staffing levels or respond to an emergency situation. Once approved, employees may be asked to voluntarily report to work in the event of an unforeseen emergency if they are available.

F. Upon two weeks' written notice submitted to the Department Head, employees may utilize accumulated ETO leave time as a cash benefit (treated as wages) at a buy-out rate of sixty percent (60%), provided the employee has used at least eighty (80) hours of paid leave as time-off from work within the previous twelve (12) months. (For example: an employee may cash in 100 hours of leave time and be paid for 60 hours).

G. When non-exempt/hourly employees are absent from their regularly scheduled workday, they may utilize leave to accumulate compensatory time or overtime pay in excess of forty (40) hours per week. (See Article 5N(1))

6.6 Sick Leave

A. The Town shall provide regular full-time employees with paid time off, to a maximum of eighty (80) hours annually, to be used as sick leave.

B. Employees shall on their date of hire be provided with their first year's accrual of eighty (80) hours in one lump sum. Starting their second year of employment and for each year thereafter, such employees shall accrue sick leave at a rate of 6.66 hours per month. The maximum sick leave time accrual for an employee shall be 480 hours.

C. Employees may use accrued sick leave for the following purposes:

- The employee is sick or injured.
- The employee obtains professional diagnostic, preventative, 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, preventative, routine, or therapeutic health treatment, or accompanying the employee's parent, grandparent, spouse, or parent-in-law to an appointment related to their long-term care.
- The employee is arranging for social or legal services or obtaining medical care or counseling for the employee or for the employee's parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, who is a victim of domestic violence, sexual assault, or stalking or who is relocating as the result of domestic violence, sexual assault, or stalking. As used in this section, "domestic violence," "sexual assault," and "stalking" shall have the same meanings as in 15 V.S.A. § 1151.
- The employee cares for a parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, because the school or business where that individual is normally located during the employee's workday is closed for public health or safety reasons.
- To cover any time off not covered by worker's compensation or disability including waiting periods for eligibility if the employee is ultimately determined to be eligible.
- To substitute for unpaid time off under Family Medical Leave or the Vermont Parental and Family Leave Act (collectively referred to as "FMLA").
- For bereavement leave to attend funerals and/or to meet other related needs in the event of the death of an immediate family member (as defined in this section). Up to three (3) days per occurrence.

D. Employees shall request sick leave from their Department Head as far in advance as possible, but at least seventy-two (72) hours prior to the leave, except in the

case of unforeseen illness or emergencies, in which case employees shall notify their Department Head prior to the start of the workday or as soon thereafter as reasonably practicable. Employees shall make reasonable efforts to avoid scheduling routine or preventative health care or other appointments during regular work hours.

E. Any consecutive use of sick leave in excess of three (3) days, or a suspected abuse of sick leave including but not limited to frequent use or a pattern of absences, will require that the employee provide medical certification.

F. Employees shall not be compensated for unused sick leave upon separation of employment.

6.7 Donation of Time

If an employee is on Family Medical Leave Act or Vermont Parental and Family Leave Law, worker's compensation, disability, or an emergency situation, another employee may voluntarily donate their accrued leave to them and shall notify Human Resources.

6.8 HOLIDAY PAY

A. The following events are recognized as paid holidays (eight hours of pay) for regular full-time employees of the Town:

New Year's Day
President's Day
Marin Luther King Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples' Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (1/2 day)
Christmas

B. Employees shall be eligible for paid leave for the holidays listed above in accordance with their regular work schedule.

C. In the event a holiday falls on a Saturday, it will be observed on the preceding Friday. In the event a holiday falls on a Sunday, it will be observed on the following Monday.

D. The Town Manager shall, on or before July 1 of each fiscal year will issue a list to all employees indicating the actual dates when the Town will observe legal holidays.

E. Notwithstanding the provisions of Article 6.8, in the event that the observed holiday falls on an employee's regularly scheduled day off, they will receive 8 hours (4 hours for Christmas Eve) of additional pay during the applicable pay period; however, the additional hours shall not count as hours worked towards the computation of overtime.

F. In the event of a work emergency as determined either by the Department Head or Town Manager, employees may be called in to work on holidays if they are available; all full-time employees of the Parks Department are expected to be available for snow removal operations during winter months. Employees working on a holiday will be paid at time and one-half for hours worked in addition to the eight (8) hours of straight time paid for the holiday.

G. Employees shall not be eligible for holiday pay, or any benefits related thereto while on administrative or disability leave.

H. Holiday pay shall be considered as creditable service and shall count as hours actually worked towards the computation of overtime pay unless it is a scheduled day off.

6.9 WORKER'S COMPENSATION

A. Worker's compensation issues shall be administered in accordance with the provisions of 21 VSA Chapters 9 and 11, and any applicable state regulations. This shall include, by way of example but not limitation, employment reinstatement rights.

B. Employees are entitled to use their annual leave to make up the difference between payment the worker's compensation benefit paid to the employee by the Town's workers compensation carrier and his/her weekly straight time base wage (up to 40 hours per weekly pay period and do not include overtime or on call pay). All required withholdings would be deducted from the town check. Employees must inform the Finance office in writing their request to use annual leave. The employee shall continue to be eligible for all benefits as set forth in these Personnel Rules for a one year period, except that after 26 weeks, the employee will stop accruing any ETO or sick leave time for his/her sick leave bank.-- Once an employee has been absent from work and receiving Workers' Compensation benefits for one year, if the employee is still unable to return to work, the employee shall be considered to have voluntarily terminated their status as a Town employee in good standing (unless a claim is otherwise determined to be fraudulent) as if the employee tendered a two (2) week notice.

C. An employee injured at work who fails to immediately report back to work (in accordance with the work schedule in effect at that time) upon a “fit for duty” medical diagnosis shall be discharged.

D. An employee found to be gainfully employed by someone other than the Town while on leave due to a worker’s compensation injury shall be discharged.

E. The Town reserves the right to have any employee who is out of work due to a worker’s compensation claim evaluated by medical professional(s) of its choice at Town expense (including mileage reimbursement) at mutually convenient times.

F. Employees out on worker’s compensation leave must pay their weekly portions of all premiums within 7 business days of the payroll ending period or they may be dropped from the Town’s insurance plans.

G. While out on worker’s compensation leave, employees must check in with the HR Director to keep him/her updated on their status and respond within two working days of receipt to any reasonable request for information. They must also provide all medical notes and records to the Town’s worker’s compensation carrier within 48 hours of receipt.

6.10 FAMILY AND MEDICAL LEAVE

The Town provides eligible employees with time off to take care of family and medical issues consistent with the federal Family and Medical Leave Act (“FMLA”) and Vermont’s Parental and Family Leave law (“VPFL”). The Town also provides eligible employees with unpaid short-term family leave each year to participate in school activities and to attend medical appointments with certain relatives consistent with the VPFL. The Town’s complete Family and Medical Leave Policy is attached as Appendix C.

6.11 JURY DUTY & COURT APPEARANCES

A. Jury leave will be granted in accordance with the provisions of 21 VSA §499. Employees on jury leave who miss work shall receive from the Town the difference between their regularly scheduled workweek base pay and any compensation (not including mileage) received for attendance in court. Prior to receiving payment from the Town, the employee must provide the Finance Department with proof of payment received.

B. In the event an employee must miss work due to a court appearance for work related reasons or to recount an event witnessed during work hours, the employee shall receive from the Town the difference between their regularly scheduled work week

base pay and any compensation (not including mileage) received for attendance in court. Prior to receiving payment from the Town, the employee must provide the Finance Department with proof of payment received.

C. Employees who will miss work due to a court appearance must notify their Department Head as soon as practicable and furnish written evidence of a subpoena, summons, etc., in order to be paid wages for actual work time missed.

D. In the event an employee must miss work due to a court appearance for non-work related reasons, such time shall not be compensable as actual work time, but the employee may utilize available leave pay, as long as procedures for requesting paid leave time have been followed according to Article 6.5 E.

E. For the purposes of this Article, court time shall also include administrative hearings, quasi-judicial proceedings, depositions and consultations with legal counsel in preparation of a court case.

6.12 MILITARY LEAVE

A. Military leave and reinstatement shall be provided in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act and 21 VSA §491-493 and pursuant to federal law. Employees on military leave may elect to -use any of their accrued ETO in such increments as they desire, (up to 40 hours per week), to meet insurance contribution payments or for any other reason.

6.13 UNPAID ADMINISTRATIVE LEAVE

A. Upon successful completion of the probationary period, employees may, with prior written approval of the Town Manager, be granted an unpaid leave of absence of no more than six (6) months for compelling and urgent personal reasons. During such time, employees shall not be entitled to any benefits, other than insurance benefits provided through the Town at their own cost under COBRA.

B. Employees accepting full-time employment elsewhere while on unpaid administrative leave shall be immediately discharged from employment by the Town.

6.14 CLOTHING, EQUIPMENT & TOOL ALLOWANCES

A. The Water Superintendent, Highway Superintendent Public Works Director, Deputy Public Works Director, Public Works Project Manager, Public Works Engineer, Town Appraiser full-time Parks & Arena employees, and custodian shall be provided a uniform allotment of up to $500.00 per fiscal year for approved uniforms (shirts, pants, jackets and work gloves). Unused balances from any annual uniform allotment can be carried forward to the following fiscal year. However, this carried-forward balance plus

the current year uniform allotment cannot exceed an amount that is twice the annual uniform allotment. All shirts, jackets and hats will be ordered by the town with a town logo affixed to it. Pants & gloves will be ordered by the employee and subject to taxation in accordance with IRS regulations. The Benefits Coordinator will take taxes out of employee pay checks quarterly for this purpose. Uniforms and clothing for the Chief of Police, Fire & Rescue Chief and Assistant Fire & Rescue Chief(s) shall be provided by the Town.

B. The Water Superintendent, Highway Superintendent, Public Works Director, Deputy Public Works Director, Public Works Project Manager, Public Works Engineer, full-time Parks & Arena employees, and Custodian shall be provided up to $350.00 per fiscal year for work boots/shoes with a safety toe to be worn at all times during the workday unless otherwise directed by the Department Head. Unused balances from any boot/shoe allotment shall not carry forward to the following fiscal year. Footwear for the Chief of Police, Fire & Rescue Chief and Assistant Fire & Rescue Chief(s) shall be provided by the Town.

C. The Town will provide all employees with the necessary tools of the trade and safety gear, as required by law or otherwise determined by the Town, to perform the essential duties of the position.

D. All personal equipment, protective gear (excluding footwear), tools, communication devices, etc., purchased for an employee shall remain the property of the Town. As such, it is incumbent upon each employee to properly maintain and care for these items at all times. All such items provided to employees by the Town shall be returned to the Town when directed by the Department Head, Town Manager or upon employment separation. Employees shall be responsible for providing replacements of such items, except for losses attributable to normal wear and tear or incidents beyond the control of the employee, in which case the Department Head shall authorize replacements at Town expense.

E. In the event that an employee's personal clothing is torn or damaged while working, the Town shall reimburse the employee for reasonable costs upon proof of payment for the replacement article.

6.15 TRAVEL & MEAL ALLOWANCES

A. From time-to-time employees may be required to use their personal vehicle in the performance of official duties for the Town. Employees shall be notified of such a condition at the time of hire and this requirement shall be set forth in applicable job descriptions as well. Upon specific authorization by the Department Head or Town Manager to use a personal vehicle for official Town duties, employees shall be reimbursed for mileage according to the Internal Revenue Services Standard Mileage Rate. In order to receive reimbursement, employees must submit completed mileage

forms as provided by the Town, which will be processed within a reasonable amount of time by the Finance Department. Employees who drive their personal vehicle shall be responsible for insuring the vehicle at their own expense and shall assume all liability for its operation.

B. When employees have been authorized to travel for work purposes by the Department Head or Town Manager, they will be reimbursed for all reasonable travel expenses, upon proof of payment. Business-related meal expenses shall be reimbursed for actual expenses, but in no case more than the standard meal allowance set by the Internal Revenue Service.

C. Employees authorized (or required) by the Town to utilize a Town- owned vehicle and/or a Town credit card for official purposes, shall use the utmost care and diligence to safeguard Town property and minimize Town liability at all times.

6.16 STOWE PUBLIC SAFETY SERVICE AND VOLUNTEERISM

A. In recognition of the important role that volunteers play in the provision of emergency services in the Town of Stowe, full-time employees who serve on active duty and are in good standing with the Stowe Fire Department, Stowe Emergency Services Department, and/or the Stowe Mountain Rescue , may leave their regular work duties (using reasonable discretion with regards to their activities at the time of a call) in order to provide emergency services if dispatched. Employees who serve in this capacity shall have made prior arrangements with their Department Head to deal with these situations. The Town reserves the right; however, to revoke such authorization upon a determination that repeated, abrupt, unscheduled departures are adversely impacting departmental operations.

B. When full-time employees perform emergency services for a Stowe Public Safety Agency during their regular work schedule as noted above, they will be paid by the Department to which they are assigned as actual hours worked at their normal rate of pay in accordance with the provisions of Article 5. However, employees shall not be entitled to on-call pay, call-in pay or any other form of compensation by the Town when they provide emergency services.

C. In recognition of the vital role that volunteerism plays in our community; full-time employees may request to alter their normal work schedule in order to participate in volunteer activities of a civic nature. Any such activities are permitted at the sole discretion of the employee's Department Head and shall be treated as uncompensated time. The employee may, at their discretion, choose to use eligible leave time, flexible scheduling, or similarly eligible methods to make-up for the approved time away from work. The employee must make prior arrangements with their Department Head to provide coverage for their position (if required) during the period the employee is absent from work.

6.17 BENEFITS UPON SEPARATION

A. Upon employment separation from the Town, employees shall be eligible to receive one hundred percent (100%) of their accumulated comp time and ETO leave benefits up to 800 hours, except as noted in Article 6.17.B below.

B. Employees who resign with less than two weeks' written notice shall be eligible to receive fifty percent (50%) of their accrued ETO leave pay up to a maximum amount of 400 hours (800 hours divided by 2).

C. If an employee has sufficient ETO to cover the advanced notice, employees may provide formal written notice of their retirement up to sixty calendar days in advance of their retirement date. They shall not continue to accrue earned time off or sick time, but may continue to receive all other medical benefits (e.g. health, dental, vision, retirement, disability and life insurance.

D. Except as noted in Article 6.4.C, insurance benefits at Town expense shall cease as of the last day of the month on which the employee stopped working. Thereafter continued coverage shall be in accordance with COBRA regulations.

E. The Town reserves the right to place employees on paid administrative leave in conjunction with a pending separation, whether voluntary or otherwise, during which period the employee shall continue to be eligible for all benefits except wage rate increases.

F. The Town Manager reserves the right to credit re-hired employees with previously earned creditable service, or portions thereof as it deems necessary.

G. In the event of the death of an employee, their designated beneficiary (or spouse or estate) shall be entitled to receive payment for unpaid wages and one hundred percent (100%) of accrued ETO leave time up to the maximum of 800 hours .

H. Payments for accrued comp time and ETO pay upon separation shall be in the form of one lump sum.

6.18 BENEFITS FOR IRREGULAR PART-TIME EMPLOYEES

Irregular part-time employees shall be eligible for the following benefits:

(1) Workers' Compensation, (Article 6.9)

(2) Holiday Pay (Article 6.8) shall be paid to seasonal irregular part-time employees in Summer Recreation, Parks, Library, and Arena provided they are regularly scheduled to work, based on scheduled work hours.

Should they be required to work on the observed holiday, they shall be paid time and one half (1.5) for hours worked plus holiday pay.

(3) Clothing Allowance (Article 6.14 B) Parks Employees shall be provided up to $150 boot allowance per fiscal year. Uniform shirts/sweatshirts and gloves will be provided by the Town as needed.

(4) Travel and Meal Allowances (Article 6.15)

(5) Paid Sick Leave
Accrued Sick Leave for Irregular Part-Time employees who,

- are age 18 or older;
- work at least an average of 18 hours per week;
- are scheduled to work more than 20 weeks during the year;
- will receive 1 hour sick leave accrued for every 52 hours actually worked, including overtime.

Accrued sick leave does not apply to the following individuals,

- works on a per diem or intermittent basis;
- works only when they indicate that they are available to work;
- is under no obligation to work for the municipality; and
- has no expectation of continuing employment with the municipality.

The ***five reasons*** for taking accrued paid leave are:

1. The employee is ill or injured.
2. The employee obtains professional diagnostic, preventive, routine, or therapeutic health care.
3. 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.
4. 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.

5. 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.

Proof of health care or legal services visit, or school or business closure from item 5, needs to be turned in to the HR Director within five (5) normal workdays of the visit or closure.

The maximum amount of sick leave to be accrued shall not exceed forty (40) hours.

Any accrued time in employee's sick leave that is not used will be lost upon termination of employment and shall not be compensable upon termination.

It shall be expressly understood that irregular part-time employees shall not be eligible for any benefits that are not specifically listed above.

6.19 SPECIAL WORKING CONDITIONS FOR EXEMPT EMPLOYEES

A. Exempt employees shall devote all time reasonably required to properly perform the duties required of their position with the expectation that they will work at a minimum forty (40) hours per week. It is recognized that exempt employees may have to work outside of normal office hours to perform their duties.

B. Exempt employees shall not be required to submit timesheets.

Exempt employees shall submit leave request forms to the Town Manager in advance, or as soon as practicable thereafter due to unanticipated illness or emergency.

Exempt employees will provide notice to the Finance Department when they have worked on a holiday to receive credit per Article 6.19 D. (2).

In the event that an exempt employee works on a previously requested leave day, they will notify the Finance Department, in writing, of the change so that their leave bank will be updated accurately.

C. Creditable service shall be based on weeks, not hours

D. Full-time exempt employees shall be eligible to receive the same benefits as

other regular full-time employees except as follows:

(1) They shall not be eligible to earn or accrue compensatory leave time

(2) They shall not be eligible for extra pay for working during scheduled time-off or for being on-call or called-in after hours, however they shall be eligible for additional ETO leave at a rate of two (2) hours earned for every one (1) hour worked when required to work on an observed holiday as defined in Section 6.8.

(3) In the event that the observed holiday falls on an exempt employee's day off, they are eligible for additional earned time off of 8 hours (4 hours for Christmas Eve).

6.20 PROMOTIONS AND TRANSFERS

A. When an employee accepts a promotion or voluntarily transfers to another position, if they fail to satisfactorily complete the provisional employment period for reasons other than misconduct or if the employee submits a written request for re-assignment, they may be reassigned to the position from which they were promoted with all pay and benefits appropriately applied if that position (or some other mutually acceptable position) is available, otherwise the employee shall be laid off.

B. Notwithstanding the provisions of Article 7.A, the Town reserves the right to transfer employees from one department to another department provided that such a transfer does not result in a wage rate reduction or lower pay grade classification, (unless it is voluntarily agreed to by the employee or it is the result of a demotion for disciplinary reasons as set forth in Article 8). Within six (6) months of the transfer, if the employee who is involuntarily transferred fails to meet the Town's employment expectations for reasons other than misconduct, they will be reassigned to their previous position (or some other mutually acceptable position), with all pay and benefits appropriately applied.

ARTICLE 7 EMPLOYEE CONDUCT & WORK CONDITIONS

A. Subject to the Town Manager's approval, the Department Heads determine the actual workday starting and finishing times for employees, which may vary from department to department. The sole consideration for determining the hours shall be the needs of the public and the ability of the Town to pay for staff to meet them. Existing work hours may be altered upon twenty-one (21) calendar days advance notice to affected employees, except in the case of an emergency in which case no notice is required. Nothing in this Article shall be construed to prevent the Town from relieving an employee from their regular work schedule duties for safety reasons or from

relieving an employee from duty to avoid overtime work.

B. Upon the written request of an employee, a Department Head may, using their sole discretion, allow an employee to work a flexible schedule in order to deal with personal or family commitments, take education classes, perform volunteer community services or for other compelling reasons. A Department Head may revoke such permission upon seven (7) days notice. Employees working a flexible schedule shall not be eligible for call-in pay. If the flexible schedule was approved to allow an employee to take a tuition class that was not paid for in its entirety by the Town, the flexible schedule shall not be revoked during the term or semester of the class.

C. The weekly pay period for all employees shall begin on Sunday at 12:00 a.m. and end on the following Saturday at 11:59 p.m. Paychecks will be issued on a weekly basis no later than 12:00 noon on Thursday, except in the event of an unforeseen emergency in which case the Town will issue pay checks as soon as practicable in accordance with applicable state and federal law.

D. Non- exempt/hourly employee work breaks shall be administered on a daily basis, as follows:

(1) Employees who work eight (8) hours or more per day but less than twelve (12) hours per day shall take a thirty (30) minute unpaid meal break and may be eligible to take up to two paid breaks per day, not to exceed fifteen (15) minutes per break. However, essential staff members who are required to be on duty during meals shall be paid for meal breaks.

(2) Employees who work five (5) hours or more per day but less than eight (8) hours per day shall take a thirty (30) minute unpaid meal break. Essential staff members who are required to be on duty during meals shall be paid for meal breaks.

(3) Employees who work twelve (12) hours or more per day shall take a thirty (30) minute paid meal break, a thirty (30) minute unpaid meal break and may be eligible to take up to up to three paid breaks per day, not to exceed fifteen (15) minutes per break.

(4) Employees who work less than five (5) hours per day shall not be eligible for a thirty-minute meal break, but may take short breaks with the Department Head’s authorization.

(5) Break times shall be subject to approval by Department Heads, giving due consideration to the needs of the Town, its customers and other employees. Employees must take breaks at times that absolutely minimize any inconvenience to the public and other employees who may

require assistance. As such, breaks are not automatic events to be taken at an employee's discretion, but rather the use of breaks shall require mature judgment as to timing, length and frequency.

(6) Meal breaks that are not paid may be taken away from the workplace, but other breaks shall be subject to the discretion of Department Heads. Unpaid meal breaks shall normally be thirty (30) minutes unless otherwise authorized by the Department Head.

(7) Unused break time shall not be accumulated.

E. The swapping of shifts shall require the pre-approval of the Department Head, at their sole discretion, provided that approval does not result in unauthorized overtime.

F. Employees must keep the workplace neat, clean, organized, tidy and uncluttered at all times. This includes Town vehicles, the surrounding work area and any other area open to the public which the Department Head deems to be an employee's responsibility.

G. Employees must dress appropriately for work. Department Heads have the authority to require any employee who is inappropriately attired to change clothing. Employees sent home to change shall not be paid for time spent away from work. However, in the event that clothing is torn or damaged while working, a Department Head may allow an employee to change their clothing in the most expeditious manner possible without a loss of wages.

H. The Town Manager or designee(s) may shut down non-essential services and buildings during inclement weather if the state closes its offices or in order to otherwise protect the employees from adverse work conditions or safety concerns. If non-essential services and buildings are shut down, employees shall continue to receive their normal rate of pay for the time they would have otherwise worked.

I. There is no smoking allowed in any Town building at anytime. Employees may only smoke at work in approved areas during approved break times and when otherwise allowed by the Department Head.

J. Employees must refrain from conducting social activities with family members or friends during working hours. This applies to telephone calls, baby-sitting, casual conversations and personal business. Although Department Heads may permit occasional exceptions, repeated abuse shall result in disciplinary action. Nothing in this Article shall be construed to limit an employee's ability to respond as may be appropriate in an emergency or to have family and friends present during special events.

K. It is recognized that any wage rate changes or other changes in benefit eligibility shall take effect as of the first day of the following pay period.

L. No one below the rank of Department Head is allowed to issue verbal press releases or conduct press conferences during work hours unless specifically authorized by the Department Head.

M. All outgoing written press releases, informational sheets, brochures, pamphlets, memorandums and other forms of official correspondence must be approved and authorized by the Department Head prior to release. Any written correspondence that expresses an opinion on a vote warned by the legislative body or otherwise may be interpreted as controversial shall be reviewed and approved by the Town Manager prior to its release.

N. Except as otherwise noted in Article 7 above, no charges shall be made using Town accounts for a personal purpose.

O. No employee shall solicit or engage in any employment or self-employment during regular work hours or use Town vehicles, equipment or facilities in the pursuit of such employment, except in response to a Department Head's request to provide Town agencies with items or services at bargain prices in cases where the employee normally provides such items or services to others as a business venture.

P. Employees are subject to job performance evaluations using such forms as the Town Manager deems reasonable. Department Heads are encouraged to give feedback to their employees throughout the year. However, formal written evaluations will be provided at least once per year. Results shall be submitted in writing to the employee, the Town Manager, and shall also become a part of the employee's personnel file.

Q. The Town shall make reasonable accommodations necessary to provide employment opportunities and service to the public in accordance with the Americans with Disabilities Act and Vermont law. The Town Manager is the compliance officer for administering this policy. The Town reserves the right to periodically review and modify job descriptions to ensure minimum job qualifications are accurately described so that essential functions are clearly defined. (For example, employees who perform on-site inspections must meet certain mobility requirements.)

R. All employees required to possess a valid driver's license or other certificate to perform the essential functions of their job as stated in the job description or mandated by a state or federal regulation, shall immediately notify their Department Head if their license or certificate is revoked or expired. No employee shall operate a Town vehicle without a valid driver's license. Employees who fail to comply with the provisions of this Article may face immediate discharge, even for a first offense.

S. Employees who are required to drive in the course of their work shall maintain a valid driver's license and comply with all applicable local, state and federal vehicle regulations at all times. Whenever applicable, a Vermont driver's license shall be required within six (6) months of appointment. Any employee who drives a Town vehicle or is involved in a motor vehicle accident while working or who receives a motor vehicle citation while working shall notify their Department Head as soon as possible. Copies of any citations or accident reports shall also be provided as soon as possible for insertion into the personnel file. Thereafter, employees shall furnish their Department Head with copies of any administrative or judicial dispensation records relating to the citation. (Dismissals or findings of not guilty shall result in those records being purged from the personnel files.) Employees required to have a valid driver's license as a condition of employment shall immediately notify the Town Manger of any suspension or revocation of their license. The Town assumes no responsibility for the payment of any fines for employee motor vehicle citations. The Town reserves the right to discharge any employee for:

(1) Failure to comply with this policy;

(2) Multiple or criminal motor vehicle citations; or

(3) The suspension or revocation of a driver's license.

T. All employees shall furnish the Town Manager with written and official documentation within seventy-two (72) hours in the event they are convicted or plead nolo contendre to a felony. This documentation will become a permanent part of that employee's personnel file and may result in discharge.

U. The Selectboard, through the Town Manager, the Town Manager or Department Head may, from time to time and in their sole discretion, require Town employees to submit written reports as a means of keeping informed of departmental activities.

V. Employees in positions that provide for public health and safety must respond to emergency overtime needs whenever possible. Employees who refuse to report to work in an emergency situation when they are otherwise able to do so will be subject to disciplinary action.

W. Employees who repeatedly refuse overtime may be dropped from the overtime rotation and may also risk disciplinary action for being unable to fulfill the duties of the position.

X. Personnel files for current and past Town employees shall be administered as follows:

(1) The Town Manager, HR Director, or designee shall retain a personnel file

for all employees. The personnel file shall include, but not be limited to, resumes, applications, offer letter, signed job description and policies, , training records, evaluations, notices of disciplinary action, letters of commendation, and miscellaneous correspondence. Medical records shall also be retained in separate folders. These materials shall be secured at all times when not being accessed. Personnel files shall not include any informal notes, reminders or other records.

(2) The Finance Department shall maintain records of attendance, payroll deduction information, levels of benefits by plan, type and vendor, and wage related materials.

(3) No Department Head shall retain personnel files, but he/she may keep personal memos , informal notes and records and private correspondence.

(4) Any employee may inspect their personnel file upon request during break times and after normal working hours. Copies of materials shall be provided at no charge. No other access to a personnel file shall be allowed without the written authorization of the employee, except by the Town Manager, Assistant Town Manager, or HR Director .

(5) The Town and its agents shall keep all personnel file information confidential, except when responding to inquiries by potential employers or creditors, in which case the Town will confirm title, pay and period of employment. No additional information will be released without a letter of authorization signed by the employee or former employee.

(6) Employees shall be notified when items of a disciplinary or adverse nature are included in their personnel file and they may insert written letters of rebuttal.

7.0 EMPLOYEE VEHICLE USE

Municipal Vehicles shall only be used for work-related purposes and shall not be used for personal purposes. The Police Chief, Fire & Rescue Chief, and Highway Superintendent are authorized to commute to and from work with the understanding that they are reasonably available for major emergency responses.

7.1 EMPLOYEE COMPUTER USE

The Town has a policy on computer use by employees to ensure the appropriate use of personal computers assigned to employees for work. The complete policy is attached as Appendix D.

7.2 DRUG FREE WORKPLACE POLICY

A. All workplaces owned, controlled or used by the Town shall be free from the unlawful manufacture, distribution, dispensing, possession or use of alcohol, illegal drugs or controlled substances without a valid prescription.

B. It shall be a violation of Town Policy for any employee to report for work under the influence of alcoholic beverages, or report for work under the influence of illegal drugs, to use illegal drugs or become intoxicated from alcoholic beverages while on the job, or fail to inform their Department Head of an impaired condition resulting from the use of medication prescribed by a health care provider for the employee.

C. Any employee who has a controlled substance dependency or any other controlled substance problem shall immediately seek professional assistance or counseling.

D. The criminal conviction of any employee for the unlawful manufacture, distribution, dispensing, possession or use of illegal drugs or controlled substances without a valid prescription may be cause for immediate discharge at the discretion of the Town.

7.3 ANTI-HARASSMENT POLICY

Town employees are entitled to a work environment free of discrimination, including freedom from harassment based on race, color, religion, national origin, sex, sexual orientation, gender identity, ancestry, place of birth, age, disability, genetic information, veteran's status, or any other legally protected status. The Town will not tolerate such conduct in the workplace or in other settings connected with employment. A complete copy of the Town's Sexual Harassment Policy can be found as Appendix E.

7.4 CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

The Town's Code of Ethics and policy regarding conflict of interest are attached as Appendix F.

7.5 CODE OF CONDUCT

Town employees shall conduct themselves in a professional manner at all times. Grounds for disciplinary action may include, but shall not be limited to situations where an employee:

(1) Is convicted of a felony while an employee of the Town;

(2) Exhibits uncivil or discourteous attitudes or behavior through the use of indecent, abusive, impolite, offensive, rude, lewd and/or slanderous

language towards the public or other Town officials or employees;

(3) Violates the work conditions or fails to comply with other applicable employment terms and conditions as set forth in these Personnel Rules and other Town policies;

(4) Is absent from work without their Department Head's permission except for unforeseen emergencies or fails to promptly notify their Department Head of a need for authorized leave without good reason;

(5) Is repeatedly or excessively tardy for work or absent;

(6) Acts recklessly or endangers themselves or others;

(7) Refuses or fails to perform job assignments or the reasonable orders of a Department Head;

(8) Falsifies municipal records or time sheets or removes official records from Town property without authorization by their Department Head;

(9) Misappropriates or willfully damages property not owned by them during work;

(10) Commits any acts of violence or threatens violence toward another person during work;

(11) Leaves work early without their Department Head's permission;

(12) Displays conduct unbecoming of a Town employee;

(13) Violates any written Town policies, especially with regards to safety;

(14) Is found to have misrepresented their application credentials;

(15) Posts or publicly displays materials or information on Town property that is aimed at the public, other employees or any Town official and is derogatory in nature; or

(16) Engages or entices any strikes, work stoppage, slowdowns, mass resignations, mass absenteeism, picketing during work hours, conduct or action that interferes with or prevents the Town from effectively and efficiently discharging its responsibilities to the public; or any other similar actions that would involve suspension of or disruption of the normal work of the Town.

ARTICLE 8 DISCIPLINARY PROCEDURES

A. The provisions of Article 8 shall apply only to regular full-time and regular part-time employees. The Town may exercise its right to discipline, suspend or discharge an employee in whatever manner is deemed necessary.

B. The Department Head or Town Manager may bring any violation of these Personnel Rules to the attention of the employee and impose disciplinary action.

C. Disciplinary action may normally be dispensed in the following manner, although it need not be administered in this order:

(1) Verbal warning with memo to personnel file;

(2) Written warning;

(3) Suspension without pay;

(4) Discharge.

D. Disciplinary action shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being administered, taking into consideration an employee's past conduct. The Town is not required to follow the sequence of disciplinary action described in this Article if an infraction is sufficiently severe to merit immediate suspension or discharge, as determined by the Department Head or Town Manager, subject to the employee's right of appeal in accordance with the provisions of Article 10.

E. If an employee is suspended, they shall be notified in writing of the effective date(s), reason, duration, and rights of appeal under the grievance procedures of the Personnel Rules. The notice shall be presented upon the employee's return to work, or within seventy-two (72) hours of the start of the suspension, whichever comes first. A suspension shall be unpaid (suspended employees shall not be eligible for leave pay) and shall not exceed two (2) weeks. During the period of suspension, employees shall remain obligated to pay the employee's share of insurance premiums.

F. If the Town is considering a discharge, it shall provide the affected employee with notice that it may terminate his/her employment, with a description of the charges and the evidence, and with the opportunity to present reasons why the Town should not discharge him/ her. If the Town decides to discharge the employee, the Town will notify the employee of the effective date and rights of appeal under the grievance procedures of the Personnel Rules within seventy-two (72) hours of the discharge.

G. All actions of a disciplinary nature shall become a part of that person's permanent personnel file.

H. Employees shall be required to acknowledge all records of disciplinary action inserted into their personnel file by signing the document and returning it to the Town Manager or Department Head, whether or not they agree with the action. Employees shall be entitled to submit a written rebuttal of a disciplinary action to insert in their personnel file, provided such correspondence is received by the Town Manager within fifteen (15) working days of the notice being acknowledged by or given to the employee. Every disciplinary notice shall include a statement advising employees of their right to grieve and/or refute the disciplinary action as set forth in these Personnel Rules.

I. In the event an employee is the recipient of three (3) disciplinary actions (not including verbal warnings) within a five (5) year period, that employee shall be immediately discharged for misconduct.

ARTICLE 9 LAYOFFS & LABOR FORCE REDUCTIONS

A. The provisions of Article 9 apply only to regular full-time and regular part-time employees. In the event the Town implements a reduction in the labor force and two or more people are employed in the same position classification identified for the reduction, the Town will determine which employee(s) are most qualified to remain employed, based on qualifications and job performance.

B. Laid off employees shall be entitled to all insurance benefits as set forth herein through the last day of the month following the effective date of layoff and two (2) weeks' severance pay (base wage only), less any employee contributions for insurances.

C. Laid off employees shall be given hiring preference for any Town vacancies (upon employee application if the Town determines the employee to be qualified) for one year from the date of layoff. Laid off employees shall also be given the right to reinstatement to their former position if the Town decides to fill the position within one (1) year of the layoff, the Town notifies the employee in writing at their last known address and they affirmatively respond in writing within seven (7) days. The provisions of Article 9 A. shall be used to determine which employees are called back.

D. If an employee is laid off, they shall be paid all accumulated leave pay in one lump sum in accordance with the provisions of Article 6.15 A as of the effective date of layoff. In the event a laid off employee is reinstated within one (1) year of layoff, they shall have all previous creditable service restored and shall be immediately eligible for pro rated annual leave that would have otherwise been allocated at the start of a fiscal year.

E. The Town reserves the right to have regular full-time positions reclassified as regular part-time or irregular part-time upon twenty-one (21) days written notification to the affected employee. The Town shall utilize the procedures set forth in Article 9 A. when necessary to select which position to reclassify. An employee in a position reclassified as regular part-time shall be subject to all of the terms and conditions of employment that are applicable for regular part-time employees.

ARTICLE 10 GRIEVANCE PROCEDURES

A. The provisions of Article 10 shall apply only to regular full-time and regular part-time employees. A grievance is defined as an alleged violation of the express written provisions of these Personnel Rules. Any grievance which may arise between an employee and the Town or another employee(s) shall be settled in the simplest and most direct manner. The procedures shall be as follows unless a Department Head or the Town Manager waive their role because of their partiality:

Step 1. Any employee or group of employees having a grievance shall first present the grievance orally to the Department Head within five (5) working days after the event giving rise to the grievance or upon receipt of written notification, whichever comes last. If the grievance is not resolved to the satisfaction of the employee, then the grievance may be appealed as noted in step 2.

Step 2. A written grievance shall be submitted to the Town Manager within five (5) working days of the informal meeting with the Department Head. The grievance must specifically identify the provision(s) of these Personnel Rules or Town policies that are disputed and the desired outcome and shall be signed by the affected party (or parties). The Town Manager will schedule an informal hearing to review the matter with the Department Head and grievant and/or with the employee's representative (if so chosen) within five (5) working days of receipt of the grievance. The Town Manager shall render a written decision on the matter within five (5) working days of the hearing. If the grievance is not resolved to the satisfaction of the employee, then the grievance may be appealed as noted in step 3.

Step 3. An appeal of the Town Manager's decision shall be submitted in writing to the Selectboard within five (5) working days after the date on which the Town Manager rendered or was supposed to render their decision. The Selectboard shall convene a hearing in executive session within fifteen (15) days of receiving the written appeal at its sole convenience, to consider evidence and testimony from the Town Manager, the Department Head, the grievant and/or

their representative. The Selectboard shall render a written decision on the matter, signed by a majority of the Selectboard members, within ten (10) days of the close of the hearing. The decision of the Selectboard is final and not subject to any further appeal. Failure of the Selectboard to render a decision within the specified time shall be construed as approval of the grievance.

C. Failure by the grievant to adhere to the deadlines within this grievance procedure shall terminate the grievance.

These Personnel Rules are hereby APPROVED AND ADOPTED by the Stowe Selectboard on this the 12th day of February 2025, to be effective immediately.

William Adams
Nick Donza
Jo Sabel Courtney
Francis “Paco” Aumand
Ethan Carlson

TOWN OF STOWE, VT
PERSONNEL RULES
Appendix A – Wage Schedule
Appendix B – Organization Chart
Appendix C – Family and Medical Leave Policy
Appendix D – Computer Use Policy
Appendix E – Sexual Harassment Policy
Appendix F – Ethics & Fraud Policy
Appendix G – Declaration of Inclusion

EMPLOYEE ACKNOWLEDGEMENT FORM

I, _____, acknowledge that I have received and read the Town of Stowe's Personnel Rules including Appendices A - G, and have been given the opportunity to ask questions and receive information in response to my questions regarding said Personnel Rules, Policies and Declaration.

Dated this _____ day of _____, 20__.

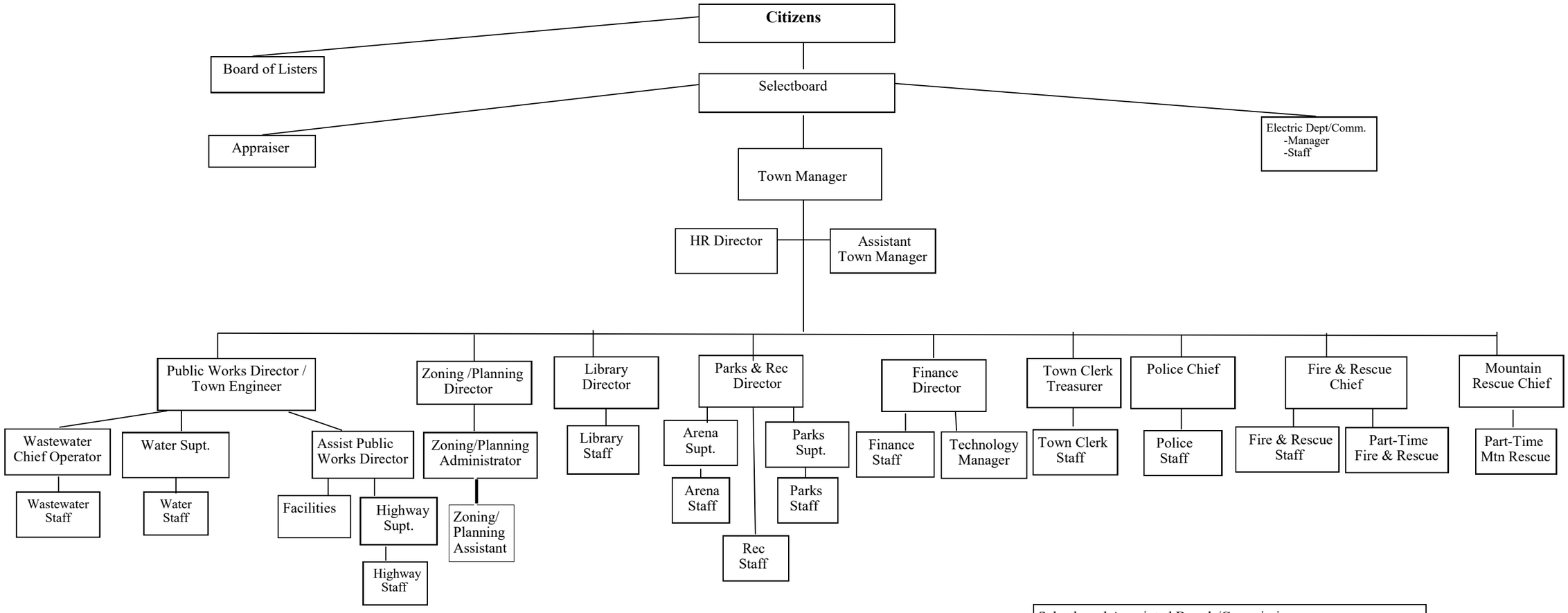
_____
Employee Signature

Town of Stowe
Personnel Rules Wage Schedule FY 26 Budget
3.50% increase per Personnel Rules C.O.L.A.
Using 10/15 CPI Published 11/15/24

STEP INCREMENT CHANGE		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
1	15.87	16.19	16.51	16.84	17.18	17.52	17.87	18.23	18.59	18.97
2	16.66	16.99	17.33	17.68	18.03	18.39	18.76	19.14	19.52	19.91
3	17.51	17.86	18.22	18.58	18.95	19.33	19.72	20.11	20.52	20.93
4	18.43	18.80	19.17	19.56	19.95	20.35	20.76	21.17	21.59	22.03
5	19.32	19.71	20.10	20.50	20.91	21.33	21.76	22.19	22.64	23.09
6	20.29	20.70	21.11	21.53	21.96	22.40	22.85	23.31	23.77	24.25
7	21.26	21.69	22.12	22.56	23.01	23.47	23.94	24.42	24.91	25.41
8	22.12	22.56	23.01	23.47	23.94	24.42	24.91	25.41	25.92	26.44
9	23.47	23.94	24.42	24.91	25.40	25.91	26.43	26.96	27.50	28.05
10	24.65	25.14	25.65	26.16	26.68	27.22	27.76	28.32	28.88	29.46
11	25.81	26.33	26.85	27.39	27.94	28.50	29.07	29.65	30.24	30.85
12	27.13	27.67	28.23	28.79	29.37	29.95	30.55	31.16	31.79	32.42
13	28.49	29.06	29.64	30.23	30.84	31.46	32.08	32.73	33.38	34.05
14	29.91	30.51	31.12	31.74	32.38	33.02	33.68	34.36	35.04	35.75
15	31.44	32.07	32.71	33.36	34.03	34.71	35.41	36.11	36.84	37.57
16	1,319.63	1,346.02	1,372.94	1,400.40	1,428.41	1,456.98	1,486.12	1,515.84	1,546.16	1,577.08
17	1,385.60	1,413.31	1,441.58	1,470.41	1,499.82	1,529.81	1,560.41	1,591.62	1,623.45	1,655.92
18	1,454.89	1,483.99	1,513.67	1,543.94	1,574.82	1,606.32	1,638.44	1,671.21	1,704.64	1,738.73
19	1,527.59	1,558.14	1,589.30	1,621.09	1,653.51	1,686.58	1,720.31	1,754.72	1,789.82	1,825.61
20	1,603.99	1,636.07	1,668.79	1,702.17	1,736.21	1,770.93	1,806.35	1,842.48	1,879.33	1,916.92
21	1,684.16	1,717.84	1,752.20	1,787.24	1,822.99	1,859.45	1,896.64	1,934.57	1,973.26	2,012.73
22	1,768.41	1,803.78	1,839.85	1,876.65	1,914.18	1,952.47	1,991.52	2,031.35	2,071.97	2,113.41
23	1,856.78	1,893.92	1,931.79	1,970.43	2,009.84	2,050.04	2,091.04	2,132.86	2,175.51	2,219.02

Town of Stowe
Personnel Rules Wage Schedule FY 26 Budget
3.50% increase per Personnel Rules C.O.L.A.
Using 10/15 CPI Published 11/15/24

STEP INCREMEN	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
PAY GRADE	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20
1	19.35	19.73	20.13	20.53	20.94	21.36	21.79	22.22	22.67	23.12
2	20.31	20.71	21.13	21.55	21.98	22.42	22.87	23.33	23.79	24.27
3	21.34	21.77	22.21	22.65	23.10	23.57	24.04	24.52	25.01	25.51
4	22.47	22.92	23.37	23.84	24.32	24.80	25.30	25.81	26.32	26.85
5	23.55	24.02	24.50	24.99	25.49	26.00	26.52	27.05	27.59	28.15
6	24.73	25.23	25.73	26.25	26.77	27.31	27.85	28.41	28.98	29.56
7	25.92	26.43	26.96	27.50	28.05	28.61	29.19	29.77	30.36	30.97
8	26.96	27.50	28.05	28.61	29.19	29.77	30.37	30.97	31.59	32.22
9	28.61	29.18	29.77	30.36	30.97	31.59	32.22	32.86	33.52	34.19
10	30.05	30.65	31.26	31.89	32.53	33.18	33.84	34.52	35.21	35.91
11	31.46	32.09	32.73	33.39	34.06	34.74	35.43	36.14	36.86	37.60
12	33.07	33.73	34.41	35.10	35.80	36.51	37.24	37.99	38.75	39.52
13	34.73	35.42	36.13	36.85	37.59	38.34	39.11	39.89	40.69	41.50
14	36.46	37.19	37.93	38.69	39.47	40.25	41.06	41.88	42.72	43.57
15	38.33	39.09	39.87	40.67	41.48	42.31	43.16	44.02	44.90	45.80
16	1,608.62	1,640.79	1,673.61	1,707.08	1,741.22	1,776.05	1,811.57	1,847.80	1,884.76	1,922.45
17	1,689.04	1,722.82	1,757.28	1,792.42	1,828.27	1,864.84	1,902.13	1,940.17	1,978.98	2,018.56
18	1,773.50	1,808.97	1,845.15	1,882.06	1,919.70	1,958.09	1,997.25	2,037.20	2,077.94	2,119.50
19	1,862.12	1,899.37	1,937.35	1,976.10	2,015.62	2,055.94	2,097.05	2,138.99	2,181.77	2,225.41
20	1,955.25	1,994.36	2,034.25	2,074.93	2,116.43	2,158.76	2,201.93	2,245.97	2,290.89	2,336.71
21	2,052.98	2,094.04	2,135.92	2,178.64	2,222.21	2,266.66	2,311.99	2,358.23	2,405.40	2,453.50
22	2,155.68	2,198.80	2,242.77	2,287.63	2,333.38	2,380.05	2,427.65	2,476.20	2,525.72	2,576.24
23	2,263.40	2,308.67	2,354.85	2,401.94	2,449.98	2,498.98	2,548.96	2,599.94	2,651.94	2,704.98



Selectboard Appointed Boards/Commissions:

Development Review Board	Library Trustees
Planning Commission	Historic Preservation
Conservation Commission	Cemetery Commission
Recreation Commission	Electric Commission
Arts & Culture Council	Energy Committee

Appendix C

Family and Medical Leave Policy

I. Policy Statement

The Town of Stowe ("Town") provides eligible employees with time off to take care of family and medical issues consistent with the federal Family and Medical Leave Act ("FMLA") and Vermont's Parental and Family Leave law ("VPFL").

II. Leave Entitlements

A. Family and Medical Leave

Subject to the definitions and requirements provided in the FMLA and VPFL, eligible employees may take up to 12 weeks of unpaid leave during the rolling 12 month period measured backward from the date the employee's leave begins. Leave may be taken for the following reasons:

For incapacity due to pregnancy, prenatal medical care or childbirth;
to care for the employee's child after birth, or placement for adoption or foster care;
to care for the employee's spouse, civil union partner, child, parent or parent of one's spouse or civil union partner with a serious health condition;
for a serious health condition rendering the employee unable to perform the functions of the employee's job.

B. Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

C. Military Family Leave

In addition to the four types of leave identified in Section II.A above, the

FMLA provides for two types of military family leave.

1. Qualifying Exigency Leave

Eligible employees with a spouse, son, daughter, or a parent on covered active duty or call to covered active duty may use their 12-week unpaid leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Covered active duty means: (a) For service members of a regular component of the Armed Forces, duty during deployment of the service member with the Armed Forces to a foreign country; or (b) for service members of the reserve components of the Armed Forces (U.S. National Guard or Reserves), duty during deployment of the service member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.

2. Military Caregiver Leave

The FMLA also includes a special leave entitlement that permits eligible employees who are the spouse, son, daughter, parent, or next of kin of a "covered service member" to take up to 26 weeks of unpaid leave to care for a covered service member with a "serious injury or illness" during a single 12-month period.

A covered service member is: (a) A current member of the Armed Forces, including a member of the U.S. National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness incurred in the line of duty on active duty and/or that existed before the beginning of the service member's active duty and was aggravated by service in line of duty on active duty, that renders the service member medically unfit to perform the duties of his/her office, grade, rank, or rating; or (b) a veteran, who was a member of the Armed Forces, including U.S. National Guard or Reserves at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, for a serious injury or illness, that was incurred by the member in the line of duty on active duty and/or that existed before the beginning of the service member's active duty and was

aggravated by service in the line of duty on active duty and that manifested itself before or after the service member became a veteran.

Military Caregiver leave, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period. Spouses who are employed by the Town may be limited to a combined total of 26 workweeks of leave during the single 12-month period.

III. Eligibility Requirements

To be eligible for these benefits, an employee must have worked for the Town for:

At least 12 months; and
at least 1,250 hours during the 12-month period immediately preceding the beginning of the leave.

IV. Use of Leave

Under certain circumstances, leave may be taken intermittently by taking leave in separate blocks of time or by reducing the usual number of work hours per work week or work day. The employee requesting intermittent leave may be transferred temporarily to an alternative job (with equivalent pay and benefits) that better accommodates recurring periods of leave. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Town's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. The use of intermittent leave for the birth or placement of adoptive children may be taken only with the prior approval of the Town.

V. Substitution of Paid Leave for Unpaid Leave

The four types of leave identified in Section II.A above are unpaid unless the employee chooses to substitute accrued vacation leave or other accrued paid leave under the Town's applicable policies. Use of any such paid leave in this way will run concurrently with unpaid FMLA leave and will not extend the leave period beyond 12 weeks.

When taking Qualifying Exigency leave or Military Caregiver leave, the Town may require the employee to use accrued vacation leave or other accrued paid leave under the Town's applicable policies, which shall run concurrently with

FMLA leave and will not extend the leave period.

VI. Work-Related Injuries

Time off for work-related injuries that meet the criteria for a serious health condition will be charged to time off allowed under this policy.

VII. Benefits and Protections

A. Benefits Continuation

During the 12-week FMLA and/or VPFL leave, the Town must continue employment benefits for the duration of the leave on the same terms as if the employee had continued to work. Employees are required to make arrangements to continue to pay their share of premiums while on leave. Failure to make such premium payments may result in cancellation of coverage.

In the event an employee elects not to return to work upon completion of FMLA and/or VPFL leave, he/she may be required to repay the cost of any payments made to maintain insurance coverage. This repayment obligation will not apply when the employee does not return to work because of the continuation, recurrence or onset of the employee's own serious health condition or other circumstances beyond the employee's control.

During Military Caregiver leave, the Town must maintain the employee's health coverage under a "group health plan" on the same terms as if the employee had continued to work. Employees are required to make arrangements to continue to pay their share of premiums while on leave. Failure to make such premium payments may result in cancellation of coverage.

B. Job Restoration

Upon return from FMLA and/or VPFL leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other terms and conditions of employment existing on the day leave began, as long as the Town still provides such benefits.

An employee will be required to provide a return-to-work certificate prior to being restored to employment following a leave taken for his/her own serious health condition. Restoration may be delayed if the employee fails to provide the required return-to-work information.

An employee on leave does not have greater job protection than if the employee had been continuously employed. For example, an employee will not be restored to his/her original or an equivalent job if the Town eliminated the position for reasons unrelated to the leave, or if the employee had been informed prior to requesting leave that employment would terminate.

Use of FMLA and/or VPFL leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

VIII. Employee Responsibilities

Employees must give reasonable notice of their intent to take leave to the Benefits Coordinator when the need for leave is foreseeable. The Town requests that notice be given in writing when practicable. When the need for leave is not foreseeable, the employee must provide notice as soon as practicable and generally must comply with the Town's normal paid leave procedures.

Notice should include sufficient information for the Town to determine whether the leave may qualify for FMLA and/or VPFL protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Town if the requested leave is for a reason for which FMLA and/or VPFL leave was previously taken or certified. Employees also will be required to provide a certification supporting the need for leave.

IX. Town Responsibilities

The Town will inform employees requesting leave whether they are eligible under FMLA and/or VPFL. If the employee is eligible, the notice will specify any additional information required as well as the employee's rights and responsibilities. If the employee is not eligible, the Town will provide a reason for the ineligibility. The Town will also inform employees if leave will be designated as FMLA and/or VPFL-protected and the amount of leave counted against the employee's leave entitlement. If the Town determines that the leave is not FMLA and/or VPFL-protected, the Town will notify the employee.

X. Short-Term Leave

The Town also provides eligible employees with unpaid leave each year to participate in school activities and to attend medical appointments with certain

relatives consistent with the VPFL.

A. Eligibility for Short-Term Leave
To be eligible for this benefit, an employee must have continuously worked for the Town for:

- At least 12 months; and
- an average of at least 30 hours per week during the 12-month period immediately preceding the beginning of the leave.

B. Leave Entitlement

Employees may request and may take up to 24 hours of unpaid time off each year under the following circumstances:

- To participate in preschool or school activities directly related to the academic educational advancement of an employee's child, stepchild, foster child or ward who lives with the employee, such as a parent-teacher conference;
- to attend or to accompany the employee's child, stepchild, foster child or ward who lives with the employee, or the employee's spouse, civil union partner, parent or parent of one's spouse or civil union partner to routine medical or dental appointments;
- to accompany the employee's spouse, civil union partner, parent or parent of one's spouse or civil union partner to other appointments for professional services related to their care and well-being; or
- to respond to a medical emergency involving the employee's child, stepchild, foster child or ward who lives with the employee, or involving a spouse, civil union partner, parent, or parent of one's spouse or civil union partner.

Employees may take up to 24 hours of unpaid leave during the rolling 12-month period measured backward from the date the leave begins. Leave must be taken in a minimum of two-hour segments.

Employees shall make a reasonable attempt to schedule appointments for which this leave may be taken outside of regular work hours.

C. Unpaid or Paid Short-Term Leave
Leave is unpaid unless the employee chooses to use accrued vacation or other accrued paid leave available to him/her under Town policy.

D. Notice Requirements for Short-Term Leave
Employees must provide the Benefits Coordinator with the earliest possible notice, but no later than seven days before the leave is to begin, except in the case of an emergency. In the case of an emergency, notice must be given as soon as practicable. An "emergency" means circumstances in which the required seven-day notice could have a significant adverse impact on the employee's family member.

XI. Notice of FMLA Requirements and Enforcement

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA; and/or
discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

TOWN OF STOWE, VT
SELECTBOARD
EMPLOYEE COMPUTER USE POLICY

Section 1. Purpose: To ensure the appropriate use of public computers assigned to employees for work. This does not apply to computers provided for public use at the Stowe Free Library.

Section 2. Use: The use of a personal computer is an important part of Town employment. Employees recognize that computers provided by the Town are public property. Employees should have no expectation of privacy regarding anything created, sent or received on the Town computer system. The Town Manager or his designee may monitor any and all computer transactions, communications and transmissions or inspect any hard drives, floppy disks or any other media. It is the policy of the Town of Stowe to comply with all laws and other regulations relative to outside networks and databases and no inspection of the Town's computers shall occur outside of any law or regulation governing usage of outside networks or shared databases.

A. Computer Security: It is the responsibility of each user who should make sure that adequate data protection, through the use of passwords and other resources, is in effect. Employees are expected to use virus-scanning software and may be held responsible for any damage caused by using unauthorized software or viruses they introduce into the Town computer system through prohibited uses of it. As a precaution against viruses, employees should not open email attachments from any unknown senders. Employees should immediately delete any email identified as infected by the anti-virus software.

B. Private Use: Computers are provided to employees for conducting public business. As such, private use of computers should be minimized, so that it does not interfere with job performance.

C. Public Records Law: Employees must recognize that emails sent, received, or stored on the Town computer system are subject to Vermont's Public Records Law and may be covered by the State of Vermont's retention schedule for municipal records. All emails shall be kept for a minimum of one year.

D. Prohibited Use: Computers shall not be used for personal financial gain or for illegal purposes. Transmission of electronic messages on the Town computer system shall be treated with the same degree of propriety, professionalism, and confidentiality as written correspondence. Except for police acting within the scope of their official duties (e.g investigation), the following are examples of uses of the Town computer system that are prohibited:

(1) The transmission of materials or messages that involve the use of obscene/offensive language, images or jokes, sexually explicit materials or messages that disparage any person, group or classification of individuals.

(2) Communications that may be construed by others as discriminatory, harassing, or threatening.

(3) Access to internet resources, including but not limited to sexually explicit web sites, that are inappropriate in a business setting.

Section 4. Discipline: Any violation of this policy may be grounds for disciplinary action consistent with any applicable collective bargaining agreement, statute or Town policy.

Adopted by the Selectboard, Monday, September 26, 2011.

TOWN OF STOWE, VT
SELECTBOARD
EMPLOYEE COMPUTER USE POLICY

I, _____ acknowledge that I have received and read the Town of Stowe Employee Computer Use Policy, have been given the opportunity to ask questions and receive information in response to my questions regarding said policy.

Dated this _____ day of _____, 20_____.

_____
Signature

Appendix E

TOWN OF STOWE, VT
SELECTBOARD
SEXUAL HARASSMENT POLICY

Section 1. Purpose – To comply with state (21 V.S.A. 495h) and federal law by adopting a written anti-discrimination/anti-harassment policy regarding behaviors based on sex, gender, gender identity, or sexual orientation. Additionally, this policy is designed to convey to the employees in writing that it is against the policies of the Town, and illegal under state and federal law, for any employee to sexually harass another employee or to discriminate against an employee based on sex, sexual orientation, gender or gender identity.

Section 2. Conduct – The Town is committed to providing a workplace free from sexual harassment and free of discrimination based on sex, sexual orientation, gender or gender identity (collectively referred to herein as sexual harassment). It is a violation of this policy for an employee to engage in sexual harassment. Sexual harassment is a form of unlawful discrimination and means:

(a) Unwelcome sexual advances, requests for sexual favors, and other verbal, physical, written, auditory, or visual conduct of a sexual nature when:

(1) Submission to or rejection of such conduct is used as the basis for employment decisions affecting the person who did the submitting or rejecting;

(2) Submission to that conduct is made either explicitly or implicitly a condition of the individual's continued employment; or

(3) Such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

(b) Sexual harassment need not be severe or pervasive in order to be unlawful.

(c) Examples of sexual harassment include, but are not limited to the following, when such acts or behavior fall under one of the above definitions:

(1) An individual repeatedly makes inappropriate remarks about someone's clothing, body, gender, gender identity, sexual orientation, sexual activities.

(2) An individual engages in unwelcome and offensive touching, patting, or pinching of another person's body parts; or engages in repeated leering or ogling; or engages in any type of assault of a sexual nature.

(3) Sending, posting or displaying sexualized or sexually explicit materials to another employee's email, text, or social media account.

(4) Posting sexualized or sexually explicit materials in any physical space frequented by employees.

(5) Continuing to ask a person to socialize on or off-duty when that person has indicated that they are not interested.

(6) Continuing to write sexually suggestive notes, emails or texts if it is known or should be known that the recipient does not welcome such behavior.

(7) Referring to or calling a person a sexualized name or telling sexual or vulgar jokes or using explicit and vulgar language, if it is known or should be known that such behavior is unwelcome.

(8) 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.).

(9) Derogatory or provoking remarks about or relating to a person's sex or sexual orientation, gender or gender identity.

(10) Harassing acts or behavior directed against a person on the basis of his or her sex or sexual orientation or gender or gender identity.

Conduct such as the above that happens off-duty, off-site or after hours, but that still falls within these definitions and affects the work environment, is also prohibited.

In addition, the Town prohibits employees from engaging in sexual activity of any kind while on duty, regardless of whether that activity is consensual.

Section 3. Training - Each Department Head has an affirmative duty to maintain his/her workplace free of sexual harassment and intimidation. Therefore, it is the responsibility of the Department Head to discuss this Policy with their employees and assure them that they can work in security and dignity, and are not required to endure insulting, degrading, or exploitive sexual treatment. It is also the responsibility of any Department Head to immediately report to the Town Manager or Human Resource Director any complaints they receive from their employees concerning sexual harassment.

Section 4. Complaints: Any employee or volunteer, who is the victim of sexual harassment, should report the matter to the Town Manager, who will take necessary steps to see that the matter is promptly investigated and addressed. If the complainant is dissatisfied with the employer's action, or is otherwise interested in doing so, the employee may file a complaint by writing or calling the following state or federal agencies:

(a) Vermont Attorney General's Office, Civil Rights Unit, 109 State Street, Montpelier, VT 05609; tel; (802) 828-3171 (voice/TDD): Complaints should be filed within 300 days of the adverse action.

(b) Equal Employment Opportunity Commission, 1 Congress Street, Boston, MA 02114, tel: (617) 565-3200 (voice/TDD). Complaints should be filed within 300 days of the adverse action.

(c) Vermont Human Rights Commission, 14-16 Baldwin Street, Montpelier, VT 05633, 802-828-2480 (Voice/TDD). Complaints must be filed within 360 days of the adverse action.

Each of these agencies can conduct impartial investigations, facilitate conciliation; and, if it finds that there is probable cause or reasonable grounds to believe sexual harassment occurred, it may take the case to court. Although employees are encouraged to file their complaint of sexual harassment through this employer's complaint procedure, an employee is not required to do so before filing a charge with these agencies.

Section 5. Care will be taken to protect the identity of the person with the complaint and of the accused party or parties, except as may be reasonably necessary to successfully complete the investigation. It shall be a violation of this policy for any person who learns of the investigation or complaint to take any retaliatory action which affects the working environment of any person involved in this investigation.

Section 6. Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited.

Section 7. Any substantiated instance of sexual harassment as described herein, any act of retaliation, or any failure to cooperate in the investigation or resolution of a sexual harassment complaint may result in disciplinary action consistent with any applicable collective bargaining agreement, statute or Town policy.

Section 8. In the event an employee accuses the Town Manager of this type of conduct, a complaint shall be submitted to a Selectboard Member. The Town Attorney shall cause an investigation to be undertaken and shall provide the Selectboard with a summary of findings.

Section 9. In the event an investigation leads to the conclusion that the accusation is unsubstantiated or does not constitute behavior which is inappropriate, no disciplinary action shall be taken. However, the Town may still require additional training, education, or behavior change as may be appropriate under the circumstances.

Section 10. In the event an investigation leads to the conclusion that the accusation is blatantly false and malicious, the accuser may be disciplined consistent with any applicable collective bargaining agreement, statute or Town policy.

Adopted by the Selectboard on: November 8, 2023

Town of Stowe, VT
Sexual Harassment Policy
Acknowledgement Form

I, _____ acknowledge that I have received and read the Town of Stowe Sexual Harassment Policy, have been given the opportunity to ask questions and receive information in response to my questions regarding such policy.

Dated this _____ day of _____, 20_____.

_____
Signature

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Appendix E

TOWN OF STOWE, VT
SELECTBOARD
SEXUAL HARASSMENT POLICY

Section 1. Purpose – To comply with state (21 V.S.A. 495h) and federal law by adopting a written anti-discrimination/anti-harassment policy regarding behaviors based on sex, gender, gender identity, or sexual orientation. Additionally, this policy is designed to convey to the employees in writing that it is against the policies of the Town, and illegal under state and federal law, for any employee to sexually harass another employee or to discriminate against an employee based on sex, sexual orientation, gender or gender identity.

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(a) Unwelcome sexual advances, requests for sexual favors, and other verbal, physical, written, auditory, or visual conduct of a sexual nature when:

(1) Submission to or rejection of such conduct is used as the basis for employment decisions affecting the person who did the submitting or rejecting;

(2) Submission to that conduct is made either explicitly or implicitly a condition of the individual's continued employment; or

(3) Such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

(b) Sexual harassment need not be severe or pervasive in order to be unlawful.

(c) Examples of sexual harassment include, but are not limited to the following, when such acts or behavior fall under one of the above definitions:

(1) An individual repeatedly makes inappropriate remarks about someone's clothing, body, gender, gender identity, sexual orientation, sexual activities.

(2) An individual engages in unwelcome and offensive touching, patting, or pinching of another person's body parts; or engages in repeated leering or ogling; or engages in any type of assault of a sexual nature.

(3) Sending, posting or displaying sexualized or sexually explicit materials to another employee's email, text, or social media account.

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(5) Continuing to ask a person to socialize on or off-duty when that person has indicated that they are not interested.

(6) Continuing to write sexually suggestive notes, emails or texts if it is known or should be known that the recipient does not welcome such behavior.

(7) Referring to or calling a person a sexualized name or telling sexual or vulgar jokes or using explicit and vulgar language, if it is known or should be known that such behavior is unwelcome.

(8) 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.).

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(10) Harassing acts or behavior directed against a person on the basis of his or her sex or sexual orientation or gender or gender identity.

Conduct such as the above that happens off-duty, off-site or after hours, but that still falls within these definitions and affects the work environment, is also prohibited.

In addition, the Town prohibits employees from engaging in sexual activity of any kind while on duty, regardless of whether that activity is consensual.

Section 3. Training - Each Department Head has an affirmative duty to maintain his/her workplace free of sexual harassment and intimidation. Therefore, it is the responsibility of the Department Head to discuss this Policy with their employees and assure them that they can work in security and dignity, and are not required to endure insulting, degrading, or exploitive sexual treatment. It is also the responsibility of any Department Head to immediately report to the Town Manager or Human Resource Director any complaints they receive from their employees concerning sexual harassment.

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Section 5. Care will be taken to protect the identity of the person with the complaint and of the accused party or parties, except as may be reasonably necessary to successfully complete the investigation. It shall be a violation of this policy for any person who learns of the investigation or complaint to take any retaliatory action which affects the working environment of any person involved in this investigation.

Section 6. Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited.

Section 7. Any substantiated instance of sexual harassment as described herein, any act of retaliation, or any failure to cooperate in the investigation or resolution of a sexual harassment complaint may result in disciplinary action consistent with any applicable collective bargaining agreement, statute or Town policy.

Section 8. In the event an employee accuses the Town Manager of this type of conduct, a complaint shall be submitted to a Selectboard Member. The Town Attorney shall cause an investigation to be undertaken and shall provide the Selectboard with a summary of findings.

Section 9. In the event an investigation leads to the conclusion that the accusation is unsubstantiated or does not constitute behavior which is inappropriate, no disciplinary action shall be taken. However, the Town may still require additional training, education, or behavior change as may be appropriate under the circumstances.

Section 10. In the event an investigation leads to the conclusion that the accusation is blatantly false and malicious, the accuser may be disciplined consistent with any applicable collective bargaining agreement, statute or Town policy.

Adopted by the Selectboard on: November 8, 2023

Town of Stowe, VT
Sexual Harassment Policy
Acknowledgement Form

I, _____ acknowledge that I have received and read the Town of Stowe Sexual Harassment Policy, have been given the opportunity to ask questions and receive information in response to my questions regarding such policy.

Dated this _____ day of _____, 20_____.

_____
Signature

8699215_2:10716-00007

Appendix F

TOWN OF STOWE, VT
SELECTBOARD ETHICS & FRAUD POLICY FOR PUBLIC OFFICIALS, EMPLOYEES & VOLUNTEERS

Section 1. PURPOSE: to provide ethics policy guidance to Public Officials, Employees and Volunteers consistent with the conflict of interest provision set out in Section 1004 of the Town Charter, subject to any specific provisions of Vermont law or the Charter to the contrary.

Section 2. POLICY STATEMENT

Accepting a position as a Public Official, Employee or Volunteer carries with it the acceptance of a public trust that the Public Official, Employee, or Volunteer will work to further the public interest and not towards private/personal interest. Maintaining that public trust is critical to the continued operation of good government. In addition, public decision making should be open and accessible to the public at large. Actions in breach of this policy in derogation of the public trust shall be addressed consistent with law and this policy.

Section 3. DEFINITIONS

The following words shall have the following meanings:

(1) **Business Associate** is a partner or other person with whom an individual has ongoing or recurring business transactions.

(2) **Conflict of Interest** is a situation where a Public Official, Employee or Volunteer is directed by two or more competing interests, one of which is the public interest and the other is a private/personal interest. Specific conflict of interest situations are specified in Section 4.

(3) **Employee** shall mean provisional, regular full-time, regular part-time and irregular employees.

(4) **Ethics** are a set of rules that guide behavior as defined in this Policy.

(5) **Ex parte communication** shall mean direct or indirect oral or written communication between a public official serving on a quasi-judicial body and any party, party's representative, party's counsel or any person interested in the outcome of any quasi-judicial proceeding, that occurs outside of a public proceeding, and concerns the substance or merits of the proceeding. Ex parte communication normally distributed by the staff before a proceeding shall not be considered ex parte communication.

(6) **Fraud** is intentional perversion of truth in order to induce another to part with something of value or surrender a legal right.

(7) **Immediate Family** shall consist of grandfather, grandmother, mother, father, brother, sister, aunt, uncle, nephew, niece, son, daughter, grandchild, spouse, civil union partner and in-laws, to include all such relatives by virtue of blood, marriage, civil union, adoption or legal guardianship.

(8) **Material** is of real importance or great consequence, substantial, requiring serious consideration by reason of having a bearing on the outcome of an unsettled matter.

(9) **Official Act or Action** is any legislative, administrative, appointive, or discretionary act of any public official of the Town (in his/her official capacity), or of any agency, board, committee or commission thereof.

(10) **Private/Personal Interest** is something that is of direct or indirect material or financial benefit accruing to an individual or a member of the individual's immediate family.

(11) **Public Body** means any board, commission or committee of the municipality.

(13**)** **Public Interest** is the interest of the community as a whole conferred generally upon all members of the public.

(14) **Public Official(s)** means a person elected or appointed to perform executive, administrative, legislative or quasi-judicial functions for the municipality.

(15) **Quasi-judicial proceeding** means a case in which the legal rights of one or more persons who are granted party status are adjudicated, which is conducted in such a way that all parties have opportunities to present evidence and to cross-examine witnesses presented by other parties, which results in a written decision, the result of which may be appealed by a party to a higher authority.

(16) **Recusal** is stepping aside from public office or duty during discussion and vote when a conflict of interest exists (as specified in Section 10).

(17) **Volunteer** is someone who is not a public official or employee who provides service to the Town of Stowe for a nominal fee, stipend or no compensation at all.

Section 4. CONFLICT OF INTEREST

Public officials, Employees, or Volunteers are deemed to have a conflict of interest if they act contrary to any of the following rules:

(1) **Acceptance of Gifts and Favors:** Public Officials, Employees, or Volunteers shall not accept anything of economic value, such as money, service, gift, loan, promise, gratuity, or favor from any person, business or organization involved in a contract or transaction with the Town, or from any person, business organization that would be materially

advantaged or disadvantaged by an official action under consideration by the Employee or body of which a public official or volunteer is a member, such that the item accepted could be considered as payment for a special act or treatment. This provision shall not apply to:

(a) Attendance at a hosted meal when it is provided in conjunction with a meeting directly related to the conduct of Town business, or where official attendance by the public official as a Town representative is appropriate;

(b) An award publicly presented in recognition of public service;

(c) Occasional, non-pecuniary gifts of insignificant value; and

(d) Election contributions which are given in accordance with applicable state and federal laws.

(2) **Appointment of Immediate Family Member or Business Associate:** Public Officials shall not participate in the appointment, vote for appointment, or discuss any appointment involving an immediate family member or business associate, to any Town office or position. This is not meant to prevent a citizen from voting for elected Town offices.

(3) **Employment Conflicts:** No employee shall be hired, promoted or transferred whenever such a situation would result in that person being in a position to directly supervise or receive direct supervision of an immediate family member. This is not meant to preclude temporary promotions when an employee is serving as an active department head. Dating shall be prohibited between co-workers in power-differentiated relationships where one of the parties has decision-making authority over the terms or conditions of employment of
the other party, including performance appraisals.

(4) **Contractual Arrangements:** In any contract with the Town, no Public Official, regular full-time employee, regular part-time employee, or volunteer shall recommend or participate in an award of a contract if they have a private/personal interest as defined in this Policy that is of direct or indirect material or financial benefit accruing to an individual or a member of the individuals immediate family.

(4a) **Federal Funding:** No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities , favors, or anything of monetary value from contractors or parties to subcontracts, except as outlined in section 4 (1)

(a),(b),(c),(d). Violations will be subject to corrective action up to and including dismissal or removal from office/appointment.

(5) **Quasi-judicial Conflict**: A member serving on a public body acting in a quasi-judicial manner shall recuse themselves if they are an applicant or an immediate family member is an applicant before that public body.

(6) **Use of Confidential Information.** Public officials, Employees or Volunteers shall not, without authorization, disclose or use confidential information acquired in the course of official duties. Public officials, Employees or Volunteers shall not use any confidential information acquired in the course of official duties to further their private/personal interest.

(7) **Special or Unusual Relationships.** Whenever a Public Official, Employee or Volunteer has special or unusual (beyond being casual or reasonably common) relationship with a party to an official action of the public body on which the official sits, the Public Official, Employee or Volunteer shall disclose the relationship and the public body may advise as to whether the Public Official, Employee, or Volunteer should recuse themselves.

Section 5. EX-PARTE COMMUNICATIONS

Ex parte communications are prohibited in any quasi-judicial matter(e.g., matter involving the issuance of a permit or approval). Quasi-judicial body members who have received written ex parte communications shall place in the record copies of all written communications received as well as all written responses to those communications. Quasi-judicial body members who have received oral ex parte communications shall state on the record at the proceeding the substance of all oral communications received, all responses made and the identity of each person making the ex parte communication.

Section 6. INAPPROPRIATE USE OF PUBLIC POSITION

Public Officials, Employees or Volunteers shall not use their public position to further a private/personal interest or the interest of an immediate family member.

Public Officials, Employees or Volunteers shall not use the powers or prestige obtained through election, appointment or employment, to influence the decision of a subordinate on a matter where the official has significant private/personal or financial interest.

Public Officials, Employees or Volunteers are empowered to discharge specific statutory duties in the public interest and should not interfere with the statutory duties of others.

Public Officials, Employees or Volunteers shall not attempt to influence Town staff's recommendations regarding matters in which the Public official, Employee or Volunteer has a personal/private or financial interest.

Public Officials, Employees or Volunteers shall not commit fraud or misuse Town staff or resources to advance a personal/private or financial interest or deny someone of rights that are protected by the Constitutions of the United States or the State of Vermont.

Section 7. FAIR AND EQUAL TREATMENT

No Public Official, Employee or Volunteer shall grant or make available to any person any

consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.

No Public Official, Employee or Volunteer shall request, use, or permit to be used, any publicly-owned or publicly supported property, vehicle, equipment, labor, or service for the personal convenience or the private advantage of themselves or any other person. This rule shall not be deemed to prohibit a Public Official, Employee or Volunteer from requesting, using or permitting the use of such publicly-owned property, vehicle, equipment, or material which is provided as a matter of stated policy for the use of Town Public Officials, Employees or Volunteers in the conduct of official Town business.

No Public official, Employee or Volunteer shall discriminate on the basis of race, color, religion, national origin, gender or sexual orientation.

Section 8. HARASSMENT

No Public Official, Employee or Volunteer shall harass other persons sexually or otherwise in the course of their duties.

Section 9. TRANSPARENCY

All public bodies shall follow the Vermont Open Meeting Law.

All meetings of Public Bodies shall be posted and public notice provided in accordance with the Vermont Law. - Notice of meetings of public bodies shall be posted in the Akeley Building, Stowe Free Library and Public Safety Facility at least 48 hours in advance for regular meetings. Meeting minutes of public bodies shall be posted within five days of the meeting on the town's web site (www.townofstowevermont.org). - Minutes of all meetings of public bodies shall be provided to the Town Clerk for record keeping purposes.

Section 10. DISCLOSURE AND RECUSAL PROCEDURES

Whenever a matter comes before a public body on which any of the conflicts of interest of this Policy shall exists, the following provisions shall apply:

(1) Public Officials, Employees or Volunteers shall disclose to the relevant public body the nature of the conflict of interest in open session prior to any consideration of the matter

by said public body.

(2) Public Officials, Employees or Volunteers who recuse themselves or have been ordered to recuse themselves by the appointing body from a proceeding shall not sit with the board, deliberate with the board, or participate in that proceeding as a board member in any capacity.

(3) Providing that the member recuses themselves and is not acting as a Public Official or Volunteer on a public body, the foregoing shall not be construed as restricting the official from testifying or representing themselves or a client. In such cases, the member shall act only in his / her individual capacity and not in any official capacity on behalf of the Town. An employee may not represent a client before a public body.

Section 11. COMPLAINT OF ETHICS VIOLATION

A person, who believes that an appointed Public official, Employee or Volunteer of the Town has violated any portion of this policy, may send or deliver a signed, written complaint to the Town Manager. The complaint shall include the name of the person alleged to have committed the violation and the specifics of the act(s) which constitute the violation. The Manager shall forward the complaint to the appropriate public official(s) for resolution. In accordance with Section 408 of Stowe Town Charter, the Selectboard may "Inquire into the conduct of any officer, commission or department and investigate all municipal affairs." If the alleged violation involves an employee, it will be handled in accordance with the Personnel Rules, IBEW Agreement, or Police Association Agreement as applicable.

Any complaint against the Town Manager shall be reduced to writing, signed and sent or delivered to the Chair of the Selectboard, and must contain all of the information specified in the preceding paragraph.

Any complaint against an elected official shall be directed to the elected official. A person may ask an elected body to reconsider a matter that they believe involved an unethical act by an elected official. However, an elected official is only responsible to the voters, and a fellow board member may not require that the elected official recuse themselves or otherwise take formal corrective action against another elected official. Elected officials may be subject to recall in accordance with Section 401 of the Stowe Town Charter.

Section 12. RETALIATION

Any person who reports an alleged violation of this policy shall not be retaliated against or otherwise disciplined for reporting it, provided that the information is not conveyed inaccurately with malicious intent. Neither inaccuracies in reports of alleged violations of this policy, nor actual or perceived malicious intent with which an alleged violation is reported shall absolve a Public Official, Employee or Volunteer from any personal wrongdoing in violation of this policy or otherwise.

Section 13. DISTRIBUTION OF ETHICS POLICY

All Public Officials, Employees or Volunteers existing at the adoption of this Policy shall receive a copy and sign an acknowledgement form indicating that they have received and understand this Policy. Once signed, the signatory shall return the acknowledgement form to the Town Manager.

Upon being elected, appointed, hired, or volunteering the Public official, Employee or Volunteer shall receive this Policy and sign an acknowledgement form indicating that they have received it and understand it. Once signed it shall be returned to the Town Manager.

TOWN OF STOWE, VT
ETHICS & FRAUD POLICY
FOR
PUBLIC OFFICIALS, EMPLOYEES & VOLUNTEERS
ACKNOWLEDGEMENT FORM

I,_____, acknowledge that I have received and read the Town of Stowe's Ethics & Fraud Policy, have been given an opportunity to ask questions and received information in response to my questions regarding said policy.

Dated this _____ day of _____, 20____.

_____
Signature

_____
Department, Board/Commission serving for Town of Stowe

Appendix G

Town of Stowe, Vermont

Declaration of Inclusion

The Town of Stowe welcomes all persons, regardless of race, color, religion, national origin, sex, gender identity or expression, family status, age, or ability, and wants everyone to feel safe and welcome in our community. As a town, we formally condemn discrimination in all its forms, commit to fair and equal treatment of everyone in our community, and will strive to ensure all of our actions, policies, and operating procedures reflect this commitment. The Town of Stowe has and will continue to be a place where individuals can live freely and express their opinion.

Adopted by the Stowe Selectboard 4/11/22

Acknowledgement

I, _____ acknowledge that I have received and read the Town of Stowe Declaration of Inclusion, have been given the opportunity to ask questions and receive information in response to my questions regarding said Declaration.

Dated this _____ day of _____, 20_____.

_____

Signature

_____

Department, Board or Commission