

TOWN OF HARTFORD

GENERAL PERSONNEL  
POLICY

RULES & REGULATIONS

EFFECTIVE JULY 1<sup>ST</sup>, 2004

Amended 4/26/05 Section 604 and Section 606 4.1(d)  
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**TOWN OF HARTFORD, VERMONT  
GENERAL PERSONNEL POLICY**

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# TOWN OF HARTFORD

## GENERAL PERSONNEL POLICY

### ARTICLE I - GENERAL PROVISIONS

#### **Section 101 – Vision & Mission Statements**

##### **Our Vision...**

To make the Town of Hartford one of the most appealing, livable and well managed communities in Vermont through a commitment to positive, respectful and open communication resulting in healthy and vibrant residential neighborhoods, positive rural character and a diverse economic environment.

##### **Our Mission...**

It will be the mission of the Town and its staff to provide the citizens of Hartford with comprehensive, state of the art municipal services of the highest quality and value. This will be accomplished in a safe, efficient/cost effective and timely manner through well-qualified, well-trained staff working in an atmosphere of mutual courtesy, integrity and respect.

#### **Section 102 - Purpose & Authority**

It is the intent of the Selectboard and the Office of Town Manager pursuant to provisions of Vermont State statutes (Title 24, §§. 1121 & 1122), to establish uniform personnel policies, the purpose of which is to inform employees of the terms and conditions of their employment with the Town. Employees are encouraged to ask their supervisor, department head or the Town Manager/Selectboard about any policies/procedures or rules that appear unclear.

It is the Town's intent that through this document, the Town shall provide for the equitable treatment of all of its employees. Nothing herein should be interpreted as being an offer or an enforceable obligation on the part of the Town of Hartford nor does this document constitute a contract of employment in whole or in part.

The Town reserves the right to add, amend or delete any benefits or policy stated herein at any time, except as otherwise committed to by formal contract agreements. The details of any benefit or program referenced herein may be subject to the terms and conditions required by outside service providers, etc. Each employee should take time to review the details, terms and/or conditions that pertain to these benefits or programs contained herein. Please contact the Town Manager's Office for detailed information about these policies/benefits/programs.

#### **Section 103 - Administration**

These rules and regulations shall be administered by the Town Manager or his/her authorized representative(s). Amendments to these Personnel Rules shall be by resolution of the Selectboard.

#### **Section 104 - Employees Covered**

The rules and regulations contained herein shall apply to all persons employed in service to the Town of Hartford including but not limited to temporary, part and full-time employees, including probationary employees.

With the exception of certain policies related to workplace conduct and confidentiality (e.g., Sections 202, 203, 306, 307, 309, 310, 311, 312, 315, 316, 317, 318, 319, 322, 324, and 325), these policies shall not

apply to contractors, their employees, members of appointed/elected boards and commissions, bona fide volunteers, elected officials or such other employees as may be specifically exempted in writing by the Town.

Except as otherwise noted above/herein or superceded by specific contractual employment or collective bargaining agreements, these policies shall constitute the minimum requirements governing the employment of all employees.

### **Section 105 – Adoption & Modification**

The adoption of these policies by the Town supercedes any and all previous personnel policies and/or practices utilized by the Town of Hartford to date. These policies cannot be amended verbally, nor is any employee or officer of the Town authorized to alter these policies or practices except as otherwise provided for herein.

These policies are subject to amendment from time to time by resolution of the Selectboard. The adoption and modification procedures are as follows:

- 1) A complete copy of the General Personnel Policies will be provided to each employee at the time of full or part-time employment.
- 2) Personnel Policy amendments shall be introduced to/by the Selectboard during regularly scheduled and duly noticed public sessions of the Board.
- 3) In the event that the Selectboard accept the proposed amendment for further consideration, the proposed amendment shall at the direction of the Board, be posted in a conspicuous place central to each department for a period of not less than ten (10) days not including the day of posting or the day of the next proposed hearing on the proposed amendment.
- 4) The Selectboard at a duly warned regular meeting intended for this purpose will take any testimony concerning the proposed amendment. Thereafter, the Board may proceed with adoption of the proposed amendment during that or subsequent duly warned public meetings of the Board. Amendments shall take place upon passage unless otherwise designated by the Selectboard.
- 5) A copy of adopted policy amendments shall be distributed to each employee upon passage for inclusion in their personal copy of the Employee Handbook - General Personnel Policies.

### **Section 106 - Limitation**

This manual and the provisions contained herein do not constitute a contract of employment in whole or in part. The Town of Hartford reserves the right to add, amend or delete any benefits or policy stated herein at any time, except as otherwise committed to by formal contractual agreements. Said alterations shall be done in accordance with Section 105 entitled Adoption & Modification.

### **Section 107 - Availability**

Due to the nature of service to the Town, it is sometimes necessary to contact employees on short notice. Therefore, when appropriate, employees shall be required to provide either their home or cell phone number to their Supervisor and the Town's Personnel Department.

An inability to abide by this requirement should be discussed with the employee's Supervisor/Department Head so as to determine whether or not an accommodation can be made in a particular circumstance.

## ARTICLE II – RECRUITMENT & HIRING

The following section is intended to express the Town’s policies, principles and practices as they relate to the identification, recruitment, evaluation and employment of candidates for employment with the Town of Hartford.

### **Section 201 - Definitions**

The following list of definitions, while not necessarily all inclusive, is intended to provide greater clarity for terms and phrases used throughout this section and this overall document.

- 1) **Employing/Hiring Authority** – Unless otherwise specifically noted in this policy or by statute, the Town Manager shall be considered the hiring authority for the Town of Hartford.
- 2) **Department Head** – An individual who by statute or grant of authority by the Town Manager is responsible for the overall operation of a department of the Town of Hartford. This individual may promulgate and adopt, subject to approval by the Town Manager, specific rules and regulations for the operation of his/her department in addition to the minimums set forth in this document, and who has the authority to plan and direct the activities of his/her staff on a day to day basis, who is responsible for the oversight and prudent expenditure of departmental budgets, to incur expenses on behalf of their department in furtherance of the department’s authorized and funded objectives, and who will have the authority to recommend the hiring, discipline or termination of employees under their charge to the Town Manager.
- 3) **Supervisor** – The individual responsible for directing or coordinating the daily activities of other employees.
- 4) **Job Description** – A written summary of the duties and responsibilities assigned to a position (includes a job classification and designation under the Fair Labor Standards Act (FLSA), i.e., exempt, non-exempt, etc.).
- 5) **Salaried Employees** – This refers to employees whose compensation is determined on an annual basis without a conversion to an hourly rate or number of hours worked per week in accordance with FLSA standards. Generally speaking, “salaried” employees are further defined as “exempt” under the FLSA.
- 6) **Hourly Employees** - Employees whose compensation is determined on an hourly rate for a specified or fixed number of hours worked per week in accordance with FLSA standards. Generally speaking, “hourly” employees are further defined as “non-exempt” under the FLSA.
- 7) **Non-Employees** – An FLSA phrase which refers to individuals not considered employees under the FLSA. These include volunteers, independent contractors and certain trainees.
- 8) **Exempt Employees** – An FLSA phrase referring to employees classified using FLSA standards as “exempt” or as falling into any of the following categories: (1) executive, administrative, professional and some seasonal recreation employees; (2) elected officials, their appointed personal staff, policy-making appointees, legal advisors and legislative employees. All of these categories are considered exempt from the provisions of the FLSA with regard to overtime.
- 9) **Non-Exempt Employees** – are all remaining categories of employees not included in the categories above and are thus not exempted from the provisions of the FLSA.
- 10) **Full-time Regular Employees** – A year round position regularly scheduled to work a minimum of thirty-five (35) hours of work each week. Such positions are subject to all of the rules and regulations and receive all of the benefits and rights as provided by these General Personnel Policies.

**11) Full-time Temporary Employees** - A year round position regularly scheduled for a minimum of thirty-five (35) hours of work each week for a specified period of time, i.e., to provide services for a specific project, seasonal needs, program, etc. These positions are not eligible for employee benefits.

**12) Part-time Regular Employees** – Category A and B

**Part-time Regular "A" Employees** - A year round position regularly scheduled to work 20 hours or more but less than thirty-five (35) hours of work each week. Such positions are subject to all of the rules and regulations and are entitled to only those benefits required by law.

**Part-time Regular "B" Employees** - A year round position regularly scheduled to work less than 20 hours each week. Such positions are subject to all of the rules and regulations but are not entitled to benefits as outlined in the Personnel Policies and Rules associated with regular part-time "A" or regular full-time employment. There will be no benefits (except those required by law) associated with Part-time Regular "B" employment.

**13) Part-time Temporary Employees** - A year round position scheduled for less than thirty-five (35) hours of work each week for a specified period of time, i.e., to provide services for a specific project, program, etc.

**14) Part-time Irregular Employees** - A year round position scheduled for less than thirty-five (35) hours of work each week on an as needed, non-recurring basis, i.e., to provide services for a specific project, program, checklist, vacation coverage, etc.

**15) Student Appointment** - A student appointment has the purpose of affording students of public administration or other professional areas an opportunity to gain actual work experience and provide service to the Town. Student appointments are for a definite period of time, not to exceed twelve (12) months, require approval of the Town Manager and may be paid or unpaid appointments. Paid appointments will normally be for the minimum amount available for the job classification. Student appointees shall not be eligible for regular employment benefits.

**16) Emergency Appointment** - To prevent the disruption of public business or a loss or serious inconvenience to the public, temporary appointments may be authorized by the Town Manager for a period not to exceed ninety (90) days. The Town Manager shall determine the appropriate salary or wages. Emergency appointees shall not be eligible for regular employment benefits.

**17) Workweek** – The workweek is defined as seven consecutive 24-hour work periods beginning with Sunday and running through Saturday. The work week shall be calculated by including all time during which an employee is required to be on the employer's premises; on-duty or at a prescribed work place. This definition may be further defined by the collective bargaining agreements and/or the FLSA for such activities as Police and Fire services.

**18) Work Day or Hours Worked** – Hours worked shall for the purposes of this document be defined as those hours spent in any activity controlled or required by the employer and pursued necessarily and primarily for the benefit of the employer or his/her business.

In certain limited circumstances, an Emergency Appointment may be requested by a Department Head. Upon written authorization from the Town Manager, the appointment of employees on a temporary basis may be made to prevent the stoppage of public business or serious inconvenience to the public, for a period not to exceed thirty (30) days. Such employees shall not be eligible for benefits.

**19) Probationary Period** - It is the policy of the Town that each new employee will have a period of adjustment and be provided an assessment of the quality of the employees work product. The probationary period shall be for twelve (12) months following the initial date of hire. The probationary period for internal transfers or promotions shall be for a period of six (6) months.



## **Section 202 – Equal Employment Opportunity**

It is the policy of the Town of Hartford to provide Equal Employment Opportunity to all employees and applicants for employment without regard to race, color, religion, sex, marital status, national origin, ancestry, place of birth, age, sexual orientation, disability, HIV status or veteran status, genetic information, and to base all employment decisions so as to further this principle of Equal Employment Opportunity. To this end, the Town of Hartford will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin, ancestry, place of birth, age, sexual orientation, disability, HIV status, genetic information or veteran status and will ensure that applicants are employed and employees are treated during their employment without regard to these characteristics.

The Town of Hartford affirms that the above policy reflects the attitude of the Town toward the principle of Equal Employment Opportunity, and that it is the obligation of each officer, supervisor and employee to conduct himself/herself in conformity with these principles at all times. All employment activities including but not limited to; hiring, promotion, demotion, transfer, recruitment, advertising, discipline, layoff, termination, compensation and training shall be conducted without regard to race, color, religion, sex, marital status, national origin, ancestry, place of birth, age, sexual orientation, disability, HIV status, genetic information or veteran status.

Nothing in the Town's equal employment opportunity policy is intended to prevent the Town from reasonably regulating nepotism for reasons of supervision, safety, security, or morale. Generally, employee's relatives will be eligible for employment with the Town as long as no conflicts in supervision, safety, security, morale or potential conflicts of interest exist.

In accordance with the Town of Hartford Equal Employment Opportunity and Nondiscrimination Policy, the Town Manager has been designated Overseer of Civil Rights for the Town of Hartford. Anyone with inquiries or grievances concerning compliance with the policy can contact the Overseer of Civil Rights at: Town of Hartford, 171 Bridge Street, White River Junction, Vermont, 05001 or by calling 802-295-9353.

## **Section 203 - Employment Records**

Personnel records are public records under Vermont law. However, even though the Town will treat personnel files as confidential for safekeeping purposes, it does not otherwise exempt them from public inspection and copying under Vermont's Access to Public Records Law. While "personal" documents relating to an individual, including information in any files maintained to hire, evaluate, promote or discipline any employee of a public agency, information in any files relating to personal finances, medical or psychological facts concerning any individual the Town may exempt certain portions of personnel records pursuant to 1 V.S.A. § 317(c)(7).

A complete record of an employee's employment with the Town shall be maintained by the Personnel Department. Files shall contain all pertinent information relating to employment with the Town. An employee's file is confidential and may be reviewed only by the employee, his or her designated representative, the employee's supervisor, the Town Manager, the Town's Attorney, or by order of a Court or a state or federal agency entitled by law to such review or in accordance with the procedures set forth in 12 V.S.A. §1691(a).

**Departmental Records:** A department head may maintain limited files of current activities or actions of the department's employees. These files may contain information regarding leaves, commendations, and disciplinary actions. Unless otherwise provided in these Policies and Rules, information in departmental files may not be retained for more than twelve (12) months. After twelve months, any information remaining in departmental files must be sent to the Personnel Department for inclusion in the employee's permanent file.

**Medical and Alcohol/Drug Testing Records:** Any employee medical or alcohol/drug testing records shall be kept in a separate, confidential file, accessible to only the employee, the employees

supervisor, the Town Manager or the Town Attorney. Files of this nature shall be kept only in the Personnel Department. Any additional release of these records may only be made with the employee's written consent, or by order of a court or state or federal agency entitled by law to such review or in accordance with the procedures set forth in 12 V.S.A. §1691(a).

### **Section 204 - References**

The Town will provide references for former employees as follows: verification of prior employment with the dates of employment, ending wage/salary level. Requests for further information will be directed to the Personnel Department.

Upon separation from employment with the Town, employees may authorize, in writing, the Town to provide additional information pertaining to their employment and performance with the Town. An authorization form for this purpose will be made available to the employee during the Exit Interview or through the Town's Personnel Office.

Further communications of this nature outside of the context of this section are unauthorized.

### **Section 205 - False Statements**

The Town of Hartford expects and requires applicants and employees to provide complete and accurate information regarding their previous employment, schooling, and qualifications, and other information necessary to fully evaluate their current or past employment with the Town. Providing false or misleading statements shall constitute grounds for non-hiring or for immediate dismissal.

### **Section 206 - Appointment at Will**

All Town of Hartford employees are "at will" (except those employees whose employment relationship with the Town of Hartford is covered by a specific statute or contract that provides otherwise). This means that employment with the Town of Hartford is not for any definite period or succession of periods, and may be terminated either by the employee or by the Town at any time for any non-discriminatory reason without notice, except as provided by this manual or a collective bargaining agreement. Wages or salary and any accrued unused vacation allowable under these rules and regulations shall be due to the employee only to the day and hour of termination.

### **Section 207 - Proof of Citizenship**

All existing and prospective Town employees must provide the Personnel Department with proof of citizenship or legal immigration status in conformance with Federal law (I-9). Failure to provide such proof shall result in non-hiring or immediate dismissal.

### **Section 208 - Nepotism**

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

A close relative includes a spouse, civil union partner, romantic co-habitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, parent-in-law and sibling-in-law.

## **Section 209 – Recruitment**

When open recruitment for a position is determined to be in the best interest of the Town, the Town shall recruit qualified applicants in a manner consistent with its commitment to Equal Employment Opportunities.

Announcements of vacancies for all positions with the Town of Hartford which are not being filled through internal promotion or reinstatement shall be advertised in local and other appropriate newspapers and publications for a minimum of one (1) day. The vacancy shall also be posted in a conspicuous area central to each Department within the Town.

The posting of vacancies to be filled shall specify the title of the position, the department, the beginning or anticipated salary range, the nature of the work to be performed, the desired or required qualifications, closing date for applications and any other relevant information. Positions will be posted and applications accepted for a minimum of ten (10) days prior to being closed and/or filled.

Qualified applicants residing in and around the Town of Hartford will be encouraged to apply for vacancies within the Town. Applications for positions may be solicited from persons outside the community when necessary.

Applications for positions shall be on forms approved by the Town of Hartford or as otherwise designated in the job announcement.

No offers of appointment, employment, compensation or benefits are to be made without the express written authorization of the Town Manager.

## **Section 210 – Selection**

All appointments to positions in service to the Town shall be made on the basis of merit and fitness. Education, experience, aptitude, knowledge, skills, character, physical fitness (where necessary for the essential functions of the position), personality, and all other qualifications shall be determined by the Town Manager or his/her authorized representative or such advisory selection committees as may be appointed to assist with the hiring process.

As part of the pre-employment procedure, persons interested in employment with the Town of Hartford shall be required to complete proscribed applications for each vacancy. Applications at a minimum shall outline their qualifications for the desired position, formal education, training, work history and work related references. Applicants with disabilities may request reasonable accommodations to assist them in the application and interview processes.

As part of the pre-employment procedure for all employees, former employers, supervisors and references provided by an applicant shall be checked to verify a prospective employee's qualifications and as a precaution against hiring undesirable employees. Reference checks including but not necessarily limited to criminal/civil history (including pending litigation), warrants, driving record and license check, credit history where permitted by, and in compliance with, State and federal law, verification of college/university degrees, honors, and professional license(s) and standing therewith, etc., will be made by personal or telephone contacts or through such commercial services as applicable and shall be documented. These reference checks shall be completed prior to an offer of employment and the information shall be made part of the application file. All such information is to be handled as privileged and confidential information.

A physical examination shall be required of all entering employees after an offer of employment is made by the Town and such offer shall be conditioned on the satisfactory results of the examination. The cost of the examination shall be paid for by the Town. All information obtained as part of the medical exams shall remain confidential and shall not be placed in the employee's personnel file but in a separate medical file.

## **Section 211 - Appointments**

At the conclusion of the selection process, the Department Head will make his/her recommendations for hiring to the Town Manager in writing. The recommendations will rank the finalists and briefly outline the basis for the ranking. Appointment of the Town Manager will be made by the Selectboard.

All persons making application for a position with the Town of Hartford will be given written notification of the results of their examination and/or their status as soon as possible following the close of an examination or selection process.

No offers of appointment, employment, compensation or benefits are to be made without the express written authorization of the Town Manager.

## **Section 212 - Orientation**

To assist new employees, each new employee shall receive an orientation to the Town, his/her department and their position. The orientation shall include but shall not necessarily be limited to their being provided with and given an overview of the following:

- The Town's General Personnel Policy - Employee Handbook
- Specific policies and procedures pertinent to their department
- An introduction to co-workers
- A review of the expectations and requirements of the position and their job description
- An identification of significant work objectives and performance deadlines
- Training in specific job functions or operations in which the employee is not specifically trained. Such training shall normally be provided through the employee's Department Head, Supervisor or a designated co-worker.

## **Section 213 - Probationary Period**

All new appointments shall be made for a probationary period equal to twelve (12) months. A Department Head may extend the probationary period, with the approval of the Town Manager, for up to an additional six (6) months.

Unless otherwise approved by the Town Manager, new employees shall be paid at the established probationary or minimum rate established for the position during the probationary period. Employees with probationary appointments shall be eligible for and receive all of the benefits associated with regular appointments.

During this period the employee shall be evaluated on a quarterly basis. One (1) month prior to the end of the probationary period, the Department Head will submit a written report to the Town Manager carefully reviewing the work of the new employee and recommending retention, additional training, extension of the probationary period or dismissal.

In the event that the employee is recommended for dismissal, the Department Head shall identify the basis for his/her recommendation of dismissal based upon the following: the employee's inability or unwillingness to perform the duties of the position satisfactorily, the employee's habits and dependability do not merit retention, the employee disregards or violates the rules of conduct or procedures of the Town or department.

Employees with probationary appointments shall not have the right to appeal any disciplinary action or dismissal.

The probationary period shall not, in any way, affect the at-will status of the probationary employee nor any other Town of Hartford employee as set forth in Section 206.

## **Article III – General Employment or Working Conditions**

### **Section 301 - Departmental Rules**

Each Department may have specific policies and rules which apply to the Department's specific operations and activities. Such rules must be consistent with those presented in this manual and are subject to the approval of the Town Manager. Upon approval by the Town Manager, these rules shall be part of the official Policies and Rules of the Town of Hartford. Notification of any changes in existing departmental policies and rules, including the introduction of new policies and rules, shall be made by the Town Manager.

### **Section 302 - Hours of Work and Work Week**

The workweek is defined as seven (7) consecutive 24 hour periods beginning Sunday and extending through the following Saturday. The workweek shall be calculated by including all time during which an employee is required to be on the employer's premises; on duty or at a prescribed work place. The normal workweek shall consist of forty (40) hours over seven consecutive days.

Unless otherwise noted, the normal hours of work shall be from 8:00 am until 5:00 pm, Monday through Friday.

### **Section 303 - Compensatory Time**

Employees classified as non-exempt, are eligible to earn compensatory time in lieu of overtime pay for hours worked in excess of forty (40) hours of work per workweek. The actual earning and use of compensatory time is subject to specific terms and conditions noted in the Fair Labor Standards Act. However, the following primary conditions shall apply:

- 1) There must be an agreement with respect to the use of compensatory time in lieu of overtime pay between the employee and the Town of Hartford that is reached prior to the performance of the work.
- 2) The maximum accrual of compensatory time shall not exceed eighty (80) hours at any given time.
- 3) Compensatory time is to be used within a reasonable time period (within the same calendar year or within 90 days whichever is longer) and in a manner which whenever possible is not unduly disruptive to the function of the department.
- 4) Compensatory time which remains unused at the time of an employee's termination from employment with the Town shall be paid at a rate of compensation based on an amount not less than the average regular rate received by such employee during the last three (3) years of the employee's employment or the final regular rate received by such employee, whichever is higher.

### **Section 304 - Payment Schedules & Procedures**

Town employees are paid on a bi-weekly basis with paychecks normally being issued on Wednesdays for the prior two weeks or portion thereof. The pay period shall begin on Sunday at 12:01 am and end the following Sunday at 12:00 am. When a scheduled payday falls on an official holiday as observed by this policy by the Town, paychecks will be available the next working day following the holiday.

### **Section 305 - Attendance**

Employees shall be at their respective places of work in accordance with the general or departmental regulations pertaining to the hours of work. All Departments shall keep daily attendance records and furnish them to the Finance Department on a weekly basis. In the event of necessary absence because of illness or any other cause, it is the responsibility of the employee to report his/her absence within one (1) hour of their scheduled time to begin work, absent extraordinary circumstances (in which case the absence

must be reported as soon as is reasonably practicable). Likewise, Department Heads will note such absence and report same on a schedule concurrent with payroll (i.e. every 2 weeks).

### **Section 306 - Information Disclosure**

Employees are prohibited from discussing, disclosing or using knowledge of confidential official business that is acquired as a result of their employment with the Town for non-work related purposes. Divulging, discussing or using such knowledge for non-work related purposes shall result in disciplinary action up to and including dismissal.

### **Section 307 - Political Activity**

The Town of Hartford encourages its employees to exercise their normal civic rights and responsibilities. They retain the right to vote, to freely express their opinions on all political subjects, to become or continue to be a member of any political party and to attend political meetings.

However, Town employees shall not use their official authority or positions for the purpose of interfering with or affecting the nomination or election of any candidate for public office. Employees shall also not command or solicit from any other employee directly or indirectly, their participation in any political party or organization, or their support of political candidates at the local, state or federal levels.

The pursuit of political activities (including fundraising) while working or through the use of Town facilities is strictly prohibited.

### **Section 308 - Receipt of Gifts**

Town employees are discouraged from accepting gifts of any type that are given as the result of the employee's position with the Town or may be intended to influence the provision of public services. In the event that an employee receives a gift or gratuity from any source, by virtue of the fact that he/she is a Town employee, they shall immediately inform his/her Department Head. Failure to report such gifts or gratuities may present grounds for suspension or dismissal. The Department Head shall immediately inform the Town Manager of all gifts and/or gratuities received by the Department whether individually or collectively. The Town Manager may allow the acceptance of such gifts and/or gratuities by the individual or department.

### **Section 309 - Safe Work**

The Selectboard and Management of the Town of Hartford recognizes its employees as one of their most important and valued assets. As such, The Town of Hartford is committed to creating and maintaining safe working conditions and following safe work procedures at the workplace for all of its employees. In addition, the Town of Hartford encourages employees and their dependents to maintain a healthy lifestyle.

We pledge our support through the establishment of a safety and health committee and the designation of a wellness coordinator to lead our efforts to provide resources, motivation and support to enhance the overall safety at the workplace and promote a healthy lifestyle for all of the Town of Hartford employees and their dependents.

It is the responsibility at the workplace of each employee to observe safe work practices, including but not limited to the wearing of appropriate protective clothing and/or equipment; follow all prescribed work practices as presented in departmental policies and procedures, report to their Supervisors all known medical or psychological conditions which pose a direct threat to the safety of the employee, the public or co-workers, and immediately reporting to their supervisor any dangerous or potentially dangerous work conditions. Failure to follow safe work procedures shall result in disciplinary action. The Town of Hartford is committed to creating and maintaining safe working conditions and following safe work procedures at all times and for all of its employees.

## **Section 310 - Reporting Work Related Injuries**

All employees of the Town of Hartford are required to immediately report all work-related injuries to his/her Supervisor. Failure to report such injuries may result in a delay in, or loss of, Worker's Compensation benefits. Worker's Compensation reports and claims must be given to the Personnel Department for submission to the Town's insurance company and for appropriate follow-up. This report must include the completion of a First Report of Injury form within 24 hours of the injury.

## **Section 311 - Harassment**

The Town is committed to having a diverse workforce with all employees being valued for their individual capabilities and contributions, complying with all federal and state laws regarding equal employment opportunity, and providing a workplace free from tensions involved in conduct that does not relate to the Town's business. In particular, the hostile atmosphere created by conduct including, but not limited to, ethnic, racial, sexual, or religious remarks, animosity, unwelcome sexual advances, requests for sexual favors, or other similar conduct is not permitted.

Harassment based on race, color, religion, national origin, sex, sexual orientation, ancestry, place of birth, age, physical or mental condition, HIV status or veteran status will not be tolerated and employees who engage in such conduct may be subject to discipline up to and including discharge. Harassment arises from the dynamics of the workplace and can be based on nuances, subtle perceptions, and implicit communications. Conduct that may rise to the level of harassment includes verbal remarks (epithets, derogatory statements, slurs, jokes), physical contact (assaults, physical interference with movement or work, touching), visual displays (displaying of printed or photographic materials, objects), and other actions that are demeaning or hostile.

### **(a) Sexual Harassment**

It is against the policies of this Town, and illegal under state and federal law, for any employee, male or female, to sexually harass another employee. The Town is committed to providing a workplace free from this unlawful conduct. It is a violation of this policy for an employee to engage in sexual harassment.

#### **(i) What is "sexual harassment"?**

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

1. Submission to that conduct is made either explicitly or implicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting that individual; or
3. The conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

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

- either explicitly or implicitly conditioning any term of employment (e.g. continued employment, wages, evaluation, advancement, assigned duties or shifts) on the provision of sexual favors;
- touching or grabbing a sexual part of an employee's body;

- touching or grabbing any part of an employee's body after that person has indicated, or it is known, that such physical contact was unwelcome;
- continuing to ask an employee to socialize on or off-duty when that person has indicated s/he is not interested;
- displaying or transmitting sexually suggestive pictures, objects, cartoons, or posters if it is known or should be known that the behavior is unwelcome;
- continuing to write sexually suggestive notes or letters if it is known or should be known that the person does not welcome such behavior;
- referring to or calling a person a sexualized name if it is known or should be known that the person does not welcome such behavior;
- regularly telling sexual jokes or using sexually vulgar or explicit language in the presence of a person if it is known or should be known that the person does not welcome such behavior;
- retaliation of any kind for having filed or supported a complaint of sexual harassment (e.g. ostracizing the person, pressuring the person to drop or not support the complaint, adversely altering that person's duties or work environment, etc.);
- derogatory or provoking remarks about or relating to an employee's sex or sexual orientation;
- harassing acts or behavior directed against a person on the basis of his or her sex or sexual orientation;
- off-duty conduct which falls within the above definition and affects the work environment.

**(ii) What the employer will do if it learns of possible sexual harassment?**

In the event the Town receives a complaint of sexual harassment, or otherwise has reason to believe that sexual harassment is occurring, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. Investigations will take place in accordance with the provisions of Section b, below. The Town is committed, and required by law, to take action if it learns of potential sexual harassment, even if the aggrieved employee does not wish to formally file a complaint. Every supervisor is responsible for promptly responding to, or reporting, any complaint or suspected acts of sexual harassment. Supervisors should report to their Department Head, any other Department Head, and Assistant to the Town Manager for Human Resources or the Town Manager. Failure by a supervisor to appropriately report or address such sexual harassment complaints or suspected acts shall be considered to be in violation of this policy and may subject the supervisor to discipline up to and including discharge.

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. For this reason, the Town cannot guarantee confidentiality to the complainant, the accused or any witnesses. It shall be a violation of this policy for any employee who learns of the investigation or complaint to take any retaliatory action that affects the working environment of any person involved in this investigation.

If the allegation of sexual harassment is found to be credible, the Town will take appropriate corrective action. The Town's representative will inform the complaining person and the accused person of the results of the investigation and generally what actions will be taken to ensure that the harassment will cease and that no retaliation will occur. Individuals other than the accused are not entitled to information concerning the precise nature of the discipline imposed, if any. Any employee, supervisor, or agent who has been found by the employer to have harassed another employee will be subject to sanctions appropriate to the circumstances, ranging from a verbal warning up to and including dismissal.



If the allegation is not found to be credible, the person with the complaint and the accused person shall be so informed, with appropriate instruction provided to each, including the right of the complainant to contact any of the state or federal agencies identified in this policy notice.

**(iii) What you should do if you believe you have been harassed?**

Any employee who believes that she or he has been the target of sexual harassment, or who believes she or he has been subjected to retaliation for having brought or supported a complaint of harassment, is encouraged to directly inform the offending person or persons that such conduct is offensive and must stop (unless the employee does not wish to communicate directly with the alleged harasser or harassers, or if direct communication has been ineffective). In any event, the person with the complaint shall also report the situation as soon as possible to the employee's Department Head, any other Department Head, the Assistant to the Town Manager for Human Resources or the Town Manager and the matter will be promptly investigated in accordance with the procedures set forth in Subsection (b), below. It is helpful to an investigation if the employee keeps a diary of events and the names of people who witnessed or were told of the harassment, if possible.

In all cases where a harassment complaint has been substantiated, the Town will make reasonable and appropriate follow-up inquiries with the complainant to ensure that the harassment has not resumed or that the complainant is not the subject of retaliation.

If the complainant is dissatisfied with this employer's action, or is otherwise interested in doing so, she or he may file a complaint by writing or calling any of the following state or federal agencies:

1. **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.
2. **Equal Employment Opportunity Commission**, 1 Congress Street, Boston, MA 02114, tel: (617) 565-3200 (voice), (617) 565-3204 (TDD). Complaints must be filed within 300 days of the adverse action.
3. **Vermont Human Rights Commission**, 133 State Street, Montpelier, VT 05633-6301, tel: (802) 828-2480 (voice/TDD). (Only if you are employed by a Vermont state agency.) 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.

In addition, a complainant also has the right to hire a private attorney, and to pursue a private legal action in state court within 3 or 6 years, depending on the type of claims raised.

**(iv) Where can I get copies of this policy?**

A copy of this policy will be provided to every employee, and extra copies will be available in the Town Manager's/Personnel Office.

Reasonable accommodations will be provided for persons with disabilities who need assistance in filing or pursuing a complaint of harassment, upon advance request.

**(b) Investigations/ Violations – All Harassment Complaints**

In the event this Town receives a complaint of harassment, or otherwise has reason to believe that harassment is occurring, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. The Town is committed to take action if it learns of potential harassment as defined by these policies even if the aggrieved employee does not wish to formally file a complaint. 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. For this reason, the Town cannot guarantee confidentiality to the complainant, the accused or any witnesses. An employee who believes that any of these anti-harassment policies are being violated should (1) inform the offending person(s) that the conduct is unwelcome (unless the employee does not wish to communicate directly with the alleged harasser or harassers, or if direct communication has been ineffective) and (2) should report it immediately to his/her Department Head, any other Department Head, the Assistant to the Town Manger for Human Resources or the Town Manager. The initial report should be made in writing; however, a report will also be accepted by phone or in person. The complainant may be asked to provide written confirmation of the substance of the complaint at the initial reporting stage or soon thereafter.

Charges that, if true, would substantiate a valid harassment complaint will be promptly and thoroughly investigated and corrective actions taken if the charge is substantiated. If it is determined that a violation has occurred, appropriate relief for the employee(s) bringing the complaint (including but not limited to appropriate disciplinary action, up to and including discharge), against the person(s) who violated the policy will follow.

During the course of any investigation, the town official designated to conduct the investigation may interview town employees who have been named as witnesses to the alleged harassment. All town employees interviewed in connection with a harassment investigation are expected to cooperate fully in the investigation by providing complete, accurate and truthful information. Town employees may also be expected to sign statements or other documents memorializing the information provided in the course of the investigation and may be asked to keep the substance of the interview confidential until such investigation is concluded. Town employees are expected to comply fully with the investigator and failure to do so may subject the employee to discipline up to and including discharge.

If the allegation of harassment is found to be credible, the Town will take appropriate corrective action. The Town's representative will inform the complaining person and the accused person of the results of the investigation and generally what actions will be taken to ensure that the harassment will cease and that no retaliation will occur. Individuals other than the accused are not entitled to information concerning the precise nature of the discipline imposed, if any. Any employee, supervisor, or agent who has been found by the employer to have harassed another employee will be subject to sanctions appropriate to the circumstances, ranging from a verbal warning up to and including dismissal.

If the allegation is not found to be credible, the person with the complaint and the accused person shall be so informed, with appropriate instruction provided to each, including the right of the complainant to contact any of the state or federal agencies identified in this policy notice.

In all cases where a harassment complaint has been substantiated, the Town will make reasonable and appropriate follow-up inquiries with the complainant to ensure that the harassment has not resumed or that the complainant is not the subject of retaliation.

Reasonable accommodations will be provided for persons with disabilities who need assistance in filing or pursuing a complaint of harassment, upon advance request.

**(c) Retaliation**

Retaliation is illegal and contrary to the policy of the Town. Employees who bring complaints of discrimination (or who identify potential violations), witnesses interviewed during the investigation, and others who may have opposed discriminatory conduct are protected from retaliatory acts.

If an employee believes that he or she is being retaliated against, a report should be made following the same procedures applicable to harassment complaints as set forth in Paragraph b, above. Those who are found to be acting in a retaliatory manner may be subject to discipline up to and including discharge.

### **Section 312 - Overtime**

Town employees may be requested to work overtime on occasion. The possibility of such overtime shall be included in the formal job descriptions of positions likely to incur overtime.

Requests for employees to work overtime will be made with as much advance notice as possible. However, unexpected circumstances or emergencies may arise which make advance notice impossible. Employees are expected to honor such requests for overtime work. Repeated failure or refusal to perform overtime work will result in disciplinary action. Supervisors and/or Department Heads will make every effort to distribute requests for overtime fairly amongst available employees within their departments.

No employee may work overtime without the express prior consent of his or her immediate Supervisor or, in the event of an emergency in which the Supervisor cannot be reached, the permission of the Department Head or the Town Manager.

### **Section 313 - Limitation on Multiple Positions**

Town employees may only be employed on a regular basis in one department with the Town. Occasional or sporadic part-time employment with another department is permissible upon prior approval of the Town Manager. Such work must be of a type that is substantially different than the employee's primary employment with the Town and must be undertaken by choice of the employee and not by order of the Town.

### **Section 314 - No Smoking**

In recognition of the hazards that tobacco poses to the health of employees, and in accordance with 18 V.S.A. §§ 1421 et seq. and §§ 1741 et seq., the Town of Hartford hereby prohibits employees' use of tobacco in any form in all publicly owned buildings, offices and enclosed areas, and effective September 1, 2008, in all Town owned vehicles.

### **Section 315 - Drug Free Workplace**

The Town of Hartford is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when an employee is working under the influence of alcohol or illegally uses drugs on the job, comes to work under the influence, or possesses, distributes or sells drugs in the workplace. An employee who is under the influence of alcohol or any drug on the job may pose serious safety and health risks not only to the user but to co-workers and the general public at large.

Town employees who are covered under the Omnibus Transportation Employee Testing Act of 1991 (including all holders of commercial driver's licenses) shall be subject to pre-employment and regular random drug and alcohol testing in accordance with Department of Transportation rules and procedures.

The Town may also require an individual employee to submit to a drug test if there is probable cause to believe that the employee is using or is under the influence of drugs or alcohol on the job as required by 21 V.S.A. §513. The testing will be conducted in accordance with the procedures set forth in 21 V.S.A. §514 et. seq.

The Town of Hartford has also established the following policies:

- 1) Employees shall be required, as a condition of their employment, to abide by the terms and conditions of this Drug-Free Workplace Policy.
- 2) Employees involved in any unauthorized use, possession, transfer, sale, manufacture, distribution, purchase, or presence of drugs/alcohol or drug paraphernalia on Town of Hartford property or having reported to work with detectable levels of illegal drugs or alcohol may be subject to disciplinary action, including termination. If an employee's drug test is positive, and the employee agrees to participate in and successfully completes a bona fide rehabilitation program, then the employee may not be terminated for the first offense. The employee may be suspended for the period of time necessary to complete the program, but in no event longer than three (3) months. The employee may be terminated after completion of the rehabilitation program if he or she tests positive for drugs or alcohol thereafter (such testing must comply with 21 V.S.A. §512 et. seq.)
- 3) An employee shall notify his Supervisor/Manager of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Failure to do so will result in discipline, up to and including dismissal.
- 4) If a convicted employee works in a federally funded program, the involved federal grant agency shall be notified of the conviction within ten (10) days of the municipality's receiving the notice of the conviction. In the case of the Vermont Community Development Program, notice shall be given to the Department of Housing and Community Affairs.
- 5) An employee convicted under any criminal drug statute for a violation occurring in the workplace, while on or off duty, or on duty away from the workplace, shall be immediately dismissed for the first offense.
- 6) In the absence of compelling mitigating circumstances, an employee convicted under any criminal drug statute for a violation not occurring in the workplace while not on duty shall be subject to immediate dismissal for the first offense if convicted of a felony. If the conviction is not a felony, discipline up to and including dismissal may be imposed, including for the first offense.
- 7) Appropriate disciplinary and/or corrective action is to be taken within thirty (30) days after the employer receives notice of a conviction. This, however, is not to be construed to limit the authority of the employer to take such an action thereafter. Any disciplinary action must comply with the collective bargaining agreement, Section 504 of the Rehabilitation Act of 1978, the Americans with Disabilities Act, and the Vermont Fair Employment Practices Act, if applicable.
- 8) An employee not convicted under any criminal drug statutes, but who engages in the illegal manufacture, distribution, dispensation, possession or use of illegal drugs or controlled substances in any municipal workplace while on or off duty, or on duty away from the workplace, shall be subject to discipline up to and including dismissal for the first occurrence. An employee engaging in such actions while off duty and away from the workplace may be subject to discipline, up to and including dismissal, including for the first offense.
- 9) Any employee whose off-duty abuse of alcohol or illegal or prescription drugs results in excessive absenteeism or tardiness or is the cause of accidents or poor work performance may be subject to discipline, including termination.
- 10) Any employee on municipal premises who appears to be under the influence of alcohol, or who possess illegal or non-medically authorized drugs, or who has consumed alcohol or used such drugs on municipal premises, may be temporarily relieved from duty pending further investigation.
- 11) If the use of legal drugs endangers safety, management may (but is not required to) reassign work on a temporary or permanent basis.

- 12) Employees must observe other work rules established by their employing department regarding the use, possession or presence of drugs involving their employment.
- 13) Each employee of the municipality will make a good faith effort to maintain a drug-free workplace and uphold and promote this policy.

### **Section 316 - Use of Drugs**

The goal of this policy is to balance our respect for the individuals with the need to maintain a safe, productive and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs is incompatible with employment at the Town of Hartford.

#### **Definitions**

**Controlled Substance:** as used in this policy shall mean a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 USC §812), and as further defined at 21 CFR 1300 and 1308.

**Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

**Criminal Drug Statutes:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

**Drug Paraphernalia:** objects used to manufacture, compound, convert, produce, process, prepare, test, analyze, pack, re-pack, store, contain, conceal drugs or inject, ingest, inhale or otherwise introduce a drug to the human body.

**Illegal Drug:** any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and not being used for prescribed purposes.

**Legal Drug:** includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

**Under the Influence:** means, for the purpose of this policy, that the employee is noticeably affected by an alcoholic beverage or drug.

**Workplace:** is defined to include municipal as well as non-municipally owned property which is used in the conduct of municipal business; including property used temporarily for training, or other municipal activities.

**Legal Drugs:** Those medications (containing drugs or other controlled substances) that are prescribed to an individual by an authorized physician, carried in its original container that is labeled by a licensed pharmacist, and taken as directed.

For certain positions, the legal use of a drug can pose a significant risk to the safety of the employee or others. Employees who feel or have been informed that the use of such a drug may present a safety risk, are to report such drug use to their immediate supervisor.

**Unauthorized/Illegal Drugs:** Include but are not limited to narcotics, marijuana, hashish, cocaine, alcohol and controlled substances or medications other than those legally sold to the public on a non-prescription basis or those prescribed to an employee by a duly licensed physician. The use, sale, purchase, transfer or

possession of an illegal drug by an employee while in a municipal facility while performing municipal business or while on the job is prohibited. Being under the influence of alcohol or any illegal drug while conducting municipal business, while on municipality property or in a municipal facility, or while operating any municipal equipment is prohibited. Misuse of prescription drugs is considered to be the illegal use of drugs. This includes both the use of such drugs in a manner inconsistent with the prescribed use and any use of prescription drugs by persons for whom they are not prescribed.

### **Responsibilities**

**Employer:** It is the responsibility of each municipal Supervisor/Manager to advise each employee of this policy; to post the policy annually at each work site; to include a copy of this policy in each new employee's orientation.

**Employee:** It is the responsibility of each employee to be aware of and to abide by this policy.

### **Section 317 - Dress Code**

The Town of Hartford intends to provide its citizens with the highest level of municipal services delivered in a professional and efficient manner. It is in keeping with this objective that employees present themselves for work in a business like manner.

Employees are expected to dress in a clean and professional manner while working for the Town. Employees are therefore required to report for work in suitable professional attire commensurate with their position and work tasks. Casual attire (i.e. shorts, blue jeans, etc.) unless authorized by the Town, are otherwise not permitted.

In cases where specific uniforms or safety equipment is required by statute, regulation or decision of the Town, such items will be paid for and provided by the Town.

### **Section 318 – General Rules of Conduct**

The items included on the following list are intended as examples of rules of conduct and are not intended to be all inclusive of those types of conduct or behavior that may be seen as unprofessional or otherwise inappropriate or incompatible with employment with the Town of Hartford.

The following are examples of rules of conduct to be adhered to while receiving compensation from the Town and/or while present on municipal property. Employees are expected to:

- a. Report for work at the designated time.
- b. Inform their Supervisor or Department Head of their inability to report for work at the designated time within one (1) hour of their expected starting time, unless an illness, injury or other extraordinary circumstances prevents the employee from giving timely notice – in which case notice shall be given as soon as practicable.
- c. Report for emergency overtime work unless good cause is shown and approved by their Department Head.
- d. Not leave the designated work location without authorization.
- e. Not be tardy or absent without permission.
- f. Not use, possess or be under the influence of any alcoholic beverage or controlled substance during normal working hours or any other time for which the employee is being compensated.

- g. Not sleep during assigned working hours.
- h. Perform assigned work duties efficiently, expeditiously and well.
- i. Not be insubordinate.
- j. Conduct themselves in a courteous and respectable manner at all times.
- k. Shall safeguard and exert due care for all Town property.
- l. Shall utilize or expend Town resources/funds entrusted to them in a prudential manner.
- m. Comply with all Town and departmental rules and regulations.
- n. Obey all applicable Federal, State and local laws and ordinances.
- o. Shall not solicit or accept any gift, gratuity or benefit that could, in any manner, be construed to influence the performance of his/her official duties unless otherwise approved in advance by the Town Manager..
- p. Will utilize work place safety devices and clothing issued by the Town and comply with applicable safety standards and procedures as provided by local rules and regulations and/or state or Federal regulations or laws and report all hazardous conditions or equipment to his/her immediate Supervisor.
- q. Shall treat members of the public and co-workers with honor and dignity at all times.
- r. Shall not physically or verbally threaten, intimidate or insult others.
- s. Shall not steal.
- t. Shall not fight with other employees or members of the public.
- u. Shall not engage in other behavior or activity which is offensive, disruptive or would otherwise adversely effect operations and/or reflect poorly upon the reputation of the Town.

### **Section 319 - Meal Breaks**

Employees working continuously for more than 4 consecutive hours shall be entitled to take an unpaid meal break of one (1) hour in length. Meal breaks (lunch, dinner) hours are to be observed as close to the middle of the customary eight-hour workday as possible. Normally, meal breaks should be taken between the hours of 12:00 noon and 2:00 pm. Department Heads shall be responsible for ensuring that employees are afforded an adequate opportunity for required meal breaks.

### **Section 320 - Seniority**

Seniority shall refer to the length of continuous full-time service with the Town since the last date of hire. Seniority may be broken by retirement, voluntary resignation, discharge, refusal of recall or layoff in excess of thirty-six (36) months.

Seniority, with respect to all non-wage applications, will be determined from the date of full-time employment with the Department. Employees transferring from another department within the Town shall receive consideration for their continuous years of service with the Town for non-wage benefits only.

Seniority shall be taken into account in cases of reduction in force, layoffs, leave requests, promotions, transfers and work assignments when all other factors or qualifications are considered equal.

### **Section 321 - Required Training & Licenses**

All employees of the Town who as a condition of hire are required to have and maintain a valid Class 1 passenger vehicle driver's license, shall maintain such a license at their own expense.

For those employees who are required as a condition of their continued employment to maintain a particular certification and/or license to carry out the duties of their positions with the Town, the Town of Hartford will fund the renewal and/or maintenance of such licenses that are required by it and for whom the Town is the sole beneficiary. This provision does not relate to the acquisition and maintenance of driver's licenses for standard Class 1 motor vehicles.

### **Section 322 - Temporary Alternative Duty (TAD)**

Temporary Alternative Duty (TAD) is intended to encourage an employee's transition back to the work place after an illness or injury. It is not the Town's intention to cause employees to return to work before they are medically able or for them to perform work for which they are not medically suited or capable to perform.

Employees who are unable to perform their usual duties due to a temporary medical disability or worker's compensation injury and may therefore be absent from work but who can, with the concurrence of competent medical authority, perform "light duty", may be assigned to any tasks within their capabilities including assignments to other Town departments where appropriate.

Prior to assigning an employee to TAD, the Department Head shall supply the employee's attending physician with a description of the intended "light duty" assignment. The Department Head will then seek written confirmation of the employee's ability to perform the requested duties including any limitations from the employee's physician.

Nothing in this Section is intended to preclude eligible employees from asserting his/her leave rights under the Federal Family Medical Leave Act and/or Vermont's Parental and Family Medical Leave Act.

### **Section 323 – Computer, E-Mail, Internet & Voice Mail System Use**

The Town provides its employees with a variety of computer based equipment and capabilities. This equipment/services is intended to assist employees in executing their work in the interest of the Town. This is made possible using Town owned equipment, software and service agreements acquired and paid for by the Town of Hartford.

Employees shall not download or store on their personal computers or the network any information or software for personal use or that is of a personal nature. All work related software or information being installed on or imported via the internet or such other media such as a floppy disk to a Town system, shall be scanned for viruses and expressly approved by the System Manager prior to its installation. Any hardware enhancements and/or software installations intended for use on any Town equipment, computer or network must be approved in advance by the System Manager and/or the Town Manager.

Employees using the Town's computer systems shall observe all copyright and licensing restrictions for all hardware and software applications. No copies of software shall be made unless legally authorized. Any software for which proof of licensing (original disks, original manuals/or licenses) cannot be provided or personal software and/or data introduced to the system without the express permission of the System Manager is subject to removal from the system by the Town.



In addition, it is important for employees to be mindful that information stored on or produced by this system/equipment (computers, network, servers, telephone voice mail systems) is considered the property of the Town of Hartford and therefore public. Employees should have no expectation of privacy in their use of Town owned computer equipment or other electronic systems and are cautioned against using the system (e.g., e-mail, internet, telephone voice mail systems, etc.) to process, generate access or store information of a personal nature or use. All information generated by or stored on Town owned equipment shall be considered public and as public property could be subject to public disclosure, review by other Town employees, supervisors and subpoena, etc.

Accordingly, operation/use of the Town's computer capabilities, equipment or services (including, but not limited to use of the Internet and e-mail) for personal use is not permitted. Employees are expected to engage in professional use of the Internet only. No pornography or sexually explicit materials shall be accessed, stored, or viewed on computer equipment provided by the Town of Hartford or otherwise accessed by any employee while working for the Town at any time. Any misuse or violation of this policy may result in disciplinary action and/or termination.

Employees who have a confidential password to access the Town's computer based equipment and capabilities should be aware that this does not mean the computer system is the property of that person. All passwords must be disclosed by the employee to the Systems Manager and/or Town Manager.

As a requirement of employment by the Town of Hartford, employees consent to the monitoring of communications sent, received and stored on equipment provided by the Town of Hartford (including, but not limited to, telephone, computer and voicemail systems).

### **Section 324 - Use of Town Vehicles**

Employees should use Town owned vehicles for work related matters whenever possible. Should it become necessary for an employee to use his/her own personally owned vehicle to conduct Town business, that employee shall be reimbursed for actual mileage incurred according to the most recently published IRS standard business rate.

Employees who are assigned the use of or responsibility for operating Town owned vehicles shall do so with the utmost care, sound judgment and in strict observance of all applicable local, State and Federal laws, rules of the road and for legal purposes. Employees shall also report all known damage or defects in Town owned vehicles to their immediate supervisors immediately upon discovery.

The Town shall not be responsible for any citations, tickets, violations, etc., incurred by employees who are found to be operating Town or privately owned vehicles in a manner inconsistent with this policy.

### **Section 325 – Post Hiring Medical Examinations**

Additionally, physical examinations of employees will be performed where required/authorized by federal or state law or where (a) there is an objective need to determine whether the employee is still capable of performing essential job functions; or (b) when there is an objective concern that the employee's condition poses a direct threat to him/herself or others; or (c) when the employee has requested a reasonable accommodation and the need for the accommodation is not obvious. All information obtained as part of the medical exams shall remain confidential and shall not be placed in the employee's personnel file but in a separate medical file.

## **Article IV – Compensation & Benefits**

### **Section 401 - Longevity Recognition**

The Town of Hartford recognizes the inherent value of long-term employees and therefore encourages longevity amongst its staff. In recognition of those employees who continue their employment with the Town over time, the Town shall provide such employees with the following recognition/incentives upon reaching various anniversary milestones and will be awarded in the form of a cash bonus as follows:

<b>Anniversary</b>	<b>Benefit</b>
10 <sup>th</sup> year	\$100
15 <sup>th</sup> year	\$150
20 <sup>th</sup> year	\$200
25 <sup>th</sup> year	\$300 & Anniversary Clock
30 <sup>th</sup> year	\$600
35 <sup>th</sup> and Every 5 Year Increment Thereafter	\$1000

### **Section 402 - Education Incentives**

The Town of Hartford encourages employees to continue their education for their personal development and for the benefit of the Town.

#### **Tuition Reimbursement**

The Town of Hartford shall provide partial tuition reimbursement to full-time employees equal to 50% of the cost of each course and required tests or lab costs. To be eligible for tuition reimbursement, the employee must submit to his/her Department Head a description of the desired course sufficient to demonstrate the benefits of the course to the employee and its applicability/benefit to their work with the Town. The employee must obtain approval of tuition reimbursement for the course from their Department Head in advance of their enrollment in the course.

Reimbursement of course costs and required texts/lab costs will be made upon presentation of a paid receipt for said costs and verification that the course has been completed with a grade of "C" or 70 or above.

#### **Release Time**

Employees who enroll in formal educational programs may be eligible for release time to pursue their studies during normal work hours. The release time may be permitted under the following conditions:

- 1) The course of study has a demonstrable benefit or relevance to the Town and/or the employee's position.
- 2) The amount of release time does not exceed three (3) hours per week.
- 3) The employee remains responsible for fulfilling his or her work responsibilities and duties.
- 4) A copy of the employee's grade for a course is given to the Personnel Department as soon as possible after the completion of the course.

### **Section 403 - Health Club Membership**

The Town supports the overall health and wellness of its employees. Toward this end, the Town funds a corporate membership at an area health facility. This membership entitles full and part-time employees of the Town to purchase discounted membership to the facility for the employee and their families.

Employees are encouraged to consider membership in such facilities. Please contact the facility directly for terms and conditions of the various types of memberships that may be available as they may change from time to time without notice.

### **Section 404 - Credit Union Membership**

By virtue of employment with the Town of Hartford, employees are eligible for membership in the Members Advantage Community Credit Union. The terms and conditions of such membership are determined by the Credit Union. Please contact the Credit Union for details and member benefits.

### **Section 405 - Retirement Programs**

The Town of Hartford provides a variety of retirement programs intended to assist the employee in planning for a financially secure retirement. These programs are open to all full-time employees. Unless otherwise stated, the normal retirement age will be fifty five (55) years of age.

Toward this end, the Town provides a variety of retirement plans or opportunities. These programs are open to employees upon employment unless otherwise stated or mandated by the individual retirement plan.

### **International City/County Manager's Association (ICMA) Retirement Programs (ICMA RC)**

Employees may participate, at their own expense, in the 457 Deferred Compensation Plan and/or a Roth IRA plan. These plans allow employees to make pre-tax contributions to maximum levels proscribed by IRS regulations. The Town does not provide any matching funds for this program. Employees may take advantage of this benefit immediately upon employment with the Town.

Employees hired prior to April 1, 2007 are eligible to participate in the ICMA 401 Money Purchase Plan. This program allows employees to make "after-tax" contributions through the International City Managers Association - Retirement Corporation.

The Town shall provide each employee with a contribution equal to eight (8%) of their annual base wages/salary exclusive of compensatory time, overtime, or value of other benefits, to be deposited directly to their 401 Qualified Plan. No employee match or contribution is required.

Vesting in the 401 program begins with the employee's completion of three (3) years of continuous service and participation in the program at 20%. With each additional year of continuous employment, the employees level of vesting in their retirement program increases by an additional 20%. After completing their seventh year, employees will be 100% vested in the Town's 401 Plan. Employees are immediately vested in the Town's 401 or 457 Plans for all funds deposited/earned by them.

### **Vermont Municipal Employees Retirement System (VMERS)**

Employees hired after April 1, 2007 shall participate in VMERS Group C (or Group defined in CBA) Defined Benefit Plan or Defined Contribution Plan. Participation in these plans is governed by applicable rules and regulation relating to the particular plans as promulgated by the State's VMERS Board.

Employees who either elected to or were newly employed following April 1, 2007 to participate in the Vermont Municipal Employees Retirement System (VMERS), the Town will contribute a total of 8% of base salary toward VMERS Plan Group C Defined Benefit Plan or Defined Contribution Plan (unless otherwise stated in applicable collective bargaining agreements).

The VMERS retirement program requires that a person be employed on a regular basis by a municipality for not less than 1,040 hours in a year and for not less than 24 hours per week to be eligible for participation in its program.

Actual contributions to the employee's retirement program(s) will be made by the Town through payroll deductions concurrent with the employee's bi-weekly pay. Please see plan documents on file with the Personnel Department for further details and applicable laws pertaining to these programs.

### **Section 406 - Rates of Pay**

Compensation for positions within the Town of Hartford is determined by the particular qualifications and complexity of the specific position. Based upon the complexity of the position and the skills and abilities required by the employee, each position is classified into a "grade" of compensation on the Town's compensation matrix. Time in grade will be adjusted for years of continuous service and will result in "Step" increases.

Customarily, new employees will receive compensation beginning at the "Minimum" step for their "Grade". New employees with significant previous experience specific to their new position may start their employment with the Town at either Step 1 or 2 commensurate with their previous experience.

Based upon satisfactory performance and commensurate with their increasing knowledge of their positions, employee compensation will be adjusted according to the Town's compensation matrix.

Adjustment in compensation by virtue of step adjustments shall be measured by years of continuous service completed and shall become effective on July 1<sup>st</sup> of each year. For an employee to be eligible for an annual step increase, he/she must be employed by the Jan. 1<sup>st</sup> preceding the beginning of the new fiscal year (July 1<sup>st</sup>).

### **Section 407 - Cost of Living Adjustments**

Annually, at the beginning of the Town's fiscal year, the Selectboard may determine an adjustment in employee's base rates of compensation to adjust for the effects of inflation. Such an adjustment is normally referred to as a Cost of Living Adjustment or COLA. This percentage of increase shall be applicable to all employees' base compensation and will normally go into effect on the 1<sup>st</sup> of July each year.

### **Section 408 - Work Related Expenses/Reimbursement**

Employees who, as a part of their jobs are required to travel, shall be reimbursed for reasonable expenses or costs related to their employment in accordance with the following:

**Transportation:** Whenever possible, employees will use Town owned vehicles for job-related travel. For long distance requiring air travel, the Town will reimburse employees for economy class passage.

**Mileage Reimbursement:** When the use of an employee's personal vehicle for job-related travel is required, the Town will pay a mileage allowance at the prevailing rate set by the IRS.

**Meals/Lodging:** Employees who travel out-of-town on business will be reimbursed for the actual and reasonable costs incurred for food, lodging, and miscellaneous travel related expenses (limit). Employees will make every reasonable effort to take advantage of government discounts, rates, etc. that may be available for such travel.

**Expense Reports:** Employees must submit an expense report with receipts in order to receive reimbursement.

Approval for the travel, lodging, food or other work related expense reimbursements must be obtained in advance of their occurrence from the Department Head except in an emergency or unusual circumstance. In such cases, employees will notify their Supervisors of such expenses as soon as possible.

Employees are required to furnish documentation and/or receipts for each expense for which they expect reimbursement. Reimbursement requests should be submitted to an employee's Department Head for approval within ten (10) days of when they were incurred and/or after return from business travel.

Employees shall make every effort to secure such services in a cost effective, efficient and reasonable manner making the most of Town resources.

## **ARTICLE V – LEAVES OF ABSENCE**

### **Section 501 - Leave Records**

The Personnel Director shall maintain the official record of each employee's leave status. A statement of leave utilized by each employee shall be maintained on a monthly basis and reported with each paycheck. The employee shall verify the leave calculations and records immediately and report any discrepancies to the Personnel Department. In the absence of any notification of errors by the employee, the record maintained by the Town shall be the official record.

Department Heads are responsible for informing the Personnel Department of leave usage by each department employee. The Town shall provide a leave record to each employee at the end of each calendar year.

### **Section 502 - Holidays**

The following is a list of the official holidays observed by the Town of Hartford. Full-time employees of the Town are entitled to one (1) day off for each of the following holidays. Those non-exempt employees who are required to work on the following days shall receive overtime pay equal to one and one half their normal hourly rate in lieu of time off. To be eligible for Holiday Leave, an employee must be in a pay status the day before and the day after the scheduled holiday.

The Town shall observe the following holidays:

Christmas Day	Memorial Day
Columbus Day (floater)	New Year's Day
Independence Day	Thanksgiving Day
Labor Day	Bennington Battle Day (observed the day after Thanksgiving)
Lincoln's Birthday (floater)	Martin Luther King Day (floater)
President's Day	Veteran's Day
Town Meeting Day	

Floating holidays must be used within the calendar year in which they are earned. Requests for use of a floating holiday should be submitted to an employee's Department Head with seven (7) days advance notice and will be considered and awarded in the same manner as vacation leave (Section 503).

(Note: If any of the above holidays falls on a Saturday, then employees shall be afforded the preceding Friday off. If a holiday occurs on a Sunday, then employees shall be granted the following Monday off.)

### **Section 503 - Vacation**

Employees of the Town of Hartford (Full-time Regular) shall be entitled to vacation leave each year. The amount of vacation leave accrued shall depend upon an employee's continuous service to the Town.

Vacation leave shall be earned and credited at the end of each full month of continuous service (employee must be in a "paid" status) according to the schedule below. However, employees in good standing will be granted use of their projected annual earnings (Jan. - Dec.) of vacation time on January 1<sup>st</sup> of each year.

<b>Length of Service</b>	<b>Monthly Accrual/Hrs.</b>	<b>Annual Accrual/Days</b>
Employment through 1 <sup>st</sup> year	3.33 hrs.	5 days
> 1 year	6.66 hrs.	10 days
> 5 years	10.00 hrs.	15 days
> 10 years	11.33 hrs.	17 days
> 15 years	13.33 hrs.	20 days
> 20 years	16.66 hrs.	25 days

Employees separating from service to the Town will be compensated for all accrued but unused vacation leave except as noted (i.e., vacation pay back for pre-mature use). Employees using more vacation leave than has actually been earned for a particular year and who terminate their employment for any reason will have the value of the used but unearned vacation leave deducted from their final paycheck upon separation.

Vacation time shall not be earned during times when the employee may be on leave without pay, with the exception of FMLA leave, for any reason and in particular during such times that the employee may be on unpaid suspension. During such an event, employees may not utilize vacation time to change this unpaid status to paid except by mutual consent.

All vacation time will be taken during the year in which it is earned and may be used in increments equaling one half (1/2) hour or more. However, vacation time earned in the prior year may be carried over into the following year with prior express written permission of the Department Head. Accumulated vacation time in excess of that earned over 2 years will be forfeited without compensation.

Requests for the use of vacation leave shall be submitted in writing to an employee's Department Head a minimum of seven (7) work days in advance of the intended use of vacation leave. In such cases, requests for the use of vacation leave shall not be unreasonably denied and should be approved in writing by the Department Head within five (5) days of the request. Requests for the use of vacation received less than seven (7) days in advance shall be granted at the discretion of the Department Head.

Vacation requests shall only be denied in cases where a lack of manpower or the particular skills or abilities of the employee requesting the leave would result in critical manpower shortages or other tangible damage to the interests of the Department or the Town.

In cases where a Department Head receives requests for leave which overlap or are otherwise in conflict with one another and if granted would result in critical manpower shortages or other tangible damage to the interests of the Department or the Town, the leave shall be granted based upon seniority.

**Section 504 - Personal Days**

Beginning in January of each year, employees shall be permitted to convert up to three (3) accrued sick leave days to their personal use. Personal leave days may be used at the employee's discretion after giving notice to their Supervisor or Department Head in a manner commensurate with the use of sick leave (See Section 505). Accrued but unused Personal Days may not be carried over from one calendar year to the next and are not payable upon an employee's separation from the Town.

**Section 505 - Sick**

The Town provides each of its employees with leave so as to afford them income security in the event of his/her actual short-term illness and/or disability. Sick leave is not considered to be discretionary leave. It may, however, be used to take physical examinations or other medical preventative measures, meet dental appointments, or to attend to the medical needs of family dependents as defined by the Family Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act.

Each full -time employee shall be entitled to earn one (1) day of sick leave with pay for each full calendar month of continuous employment with the Town without limitation. The calendar year shall begin in January and end in December.

The Town may require proof of an employee's illness or injury. A written excuse and/or certification from the employee's physician may be required in cases where the employee is absent from work for three (3) or more consecutive days. In such cases, the Town shall be responsible for the cost of obtaining such examinations, etc. that may be necessary to substantiate the employee's illness or injury.

Upon written request, an employee suffering from a worker's compensation injury may request that their accrued sick leave be used to augment/supplement the weekly income derived from worker's compensation benefits. However, in no instance shall the total of the compensation provided to the employee through worker's compensation and the conversion of sick leave exceed 100% of the employee normal base pay received prior to the injury.

Employees out for more than three (3) days due to a medical condition must submit, if requested to by their Supervisor or Department Head, an authorization from their medical doctor which certifies that they are fit to return to work. If the employee is able to return to work but with limitations, the medical authorization must specify the duration and nature of any limitations that the employee may have upon returning to work.

Sick leave may be accumulated without limitation. However, unused sick leave is non-compensatory upon separation.

### **Section 506 - Short Term Family Leave**

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

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

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

### **Section 507 - Bereavement**

Employees shall be afforded up to five (5) consecutive days off with pay following the death of an employee's immediate relative of the following descriptions. This will include "foster", "in-law" or "step" relations.

Spouse	Father
Civil Union Partner	Sister
Mother	Child
Brother	Grandmother
Grandfather	

Said leave will not accrue from year to year and is non-compensatory.

### **Section 508 - Maternity/Paternity**

Maternity or paternity leave may be used by eligible employees in accordance with the Family Medical Leave Act and the Vermont Parental and Family Leave Act to attend to the birth or adoption of a child. If an employee qualifies for benefits under both of these programs, leave will be taken concurrently.

### **Section 509 - Military**

The Town of Hartford recognizes the value and importance of voluntary military service. Therefore, any employee who is a member of the reserve force of the United States or the State of Vermont shall upon receipt of formal written orders from superior officers, shall, upon the employees request, be granted a leave of absence for required annual training. The leave of absence shall be granted with pay for a period not to exceed ten (10) work days annually. The employee will receive their normal pay equivalent to the difference between the straight time regular pay for the term of the leave and that received from the military service for this same period.

Employees called away on active duty shall, upon the employees request, be granted a leave of absence and/or shall be afforded reinstatement rights and benefits in accordance with the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. §4303 et. seq., and where applicable, Vermont's Military Leave Act, 21 V.S.A. §491 et seq.

### **Section 510 - Jury duty**

The Town of Hartford encourages employees to exercise their civic obligations and responsibilities relative to Jury Duty and will make whatever temporary work adjustments as are possible to enable them to meet these obligations.

A full-time employee who is called for jury duty within any state or federal court shall be granted leave to fulfill this responsibility when necessary. The Town shall pay the employee the difference between the employee's actual salary and that received from the Court. Jury duty for part-time employees shall be arranged with the Department Head taking into consideration length of service and type of part-time appointment. Employees must inform the Department Head of the amount received for jury duty in order to receive additional payment from the Town. Failure to report such payments will result in a loss of pay for the period of jury duty.

For the purposes of this section and accordance with 21 V.S.A. § 499, employees will otherwise be considered in the service of the Town for purposes of determining seniority, benefits, credit towards vacations, sick leave, and other rights, privileges, and benefits of employment.

### **Section 511 - Special Leaves of Absence**

An employee may petition the Town Manager for uncompensated leave. The petition shall at a minimum include an explanation of the need for such leave and include the exact dates of the requested leave. This benefit is intended to be applied to only the most extraordinary circumstances and should not be construed as readily available or certain.

In no event shall said leave be granted for more than one (1) year. If granted, the employee for the purposes of pay and benefits will be viewed as terminated. More specifically, the employee shall not receive pay, accrue or receive any other benefits or seniority (i.e., vacation, sick leave, etc.).

The employee may however, continue to enjoy health and dental insurance coverage at the Town's group rates. If the employee elects to continue coverage under these programs, it will be at the employee's expense (100%). Payment of policy premiums shall be made to the Town at the beginning of each month.



In the event that the employee fails to promptly return to his/her position at the end of the specified leave, the employee shall be considered as having voluntarily terminated their employment with the Town.

### **Section 512 – Family/Parental Leave (State & Federal)**

In general, parental and family leave is intended to provide paid and unpaid leave for up to twelve (12) weeks for an eligible employee's serious illness as defined by State and Federal law or to allow eligible employees to tend to the birth or adoption of a child or to care for a seriously ill family member as defined by State and Federal law. Toward this end the Town will observe and provide leave to eligible employees under the State's Parental & Family Leave Act ("PFLA", 21 V.S.A. §471 et. seq.) and the Federal Family Medical Leave Act (FMLA, 29 U.S.C. §2601 et. seq.).

Employees are also eligible for leave under the PFLA in accordance with 21 V.S.A. §472(b). Please contact the Personnel Department for details pertaining to this benefit. During uncompensated periods of leave as specified under the FMLA or the PFLA employees will continue to accrue all other benefits provided by the Town.

A variety of conditions apply to these benefits. Each employee will receive additional information regarding FMLA rights in the form of a "Fact Sheet" that will be supplied to each employee by the Town. Also, copies of the PFLA will be available to each employee upon request. Employees should also contact the Personnel Office for further details as to the requirements and obligations associated with these benefits.

The Town reserves the right to designate any qualifying leave of absence granted under this policy as leave under the FMLA or the PFLA. Under the FMLA and PFLA, Town employees are required to give reasonable written notice of intent to take foreseeable leave. The notice must include the date the leave is expected to begin and the estimated length of the leave. Failure to provide the requisite notice for foreseeable leave with no reasonable excuse for the delay may result in delay of the leave. Where the need for the leave is not foreseeable, then the notice must be given as soon as is practicable.

Where the leave is foreseeable and at least 30 days notice has been provided, the employee may be required to provide a medical certification (when requested by the Town) before the leave begins. When this is not possible, the certification should be provided within the time frame requested by the Town.

When leave is requested for planned medical treatment, the employee must consult with the Town to make a reasonable effort to schedule the leave to as not to unduly disrupt the Town's operations. Also, if the leave circumstances change (e.g. a longer or shorter leave is necessary), the Town employees must provide reasonable notice of the changed circumstances.

The Town will require a fitness for duty certification for the particular serious health condition that caused the employee's need for FMLA leave. The certification from the employee's health care provider must certify that the employee is able to resume work and specifically address the employee's ability to perform the essential functions of the employee's job. The cost of the certification shall be borne by the employee. The employee is not entitled to be paid for the time or travel costs spent in acquiring the certification

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

## **Article VI – Insurance & Eligibility for Benefits**

The Town offers a variety of group insurance programs including but not limited to; life, health, dental and short term/long term disability for the benefit of its eligible full time regular employees

The Town reserves the right to change insurance carriers, or to add, delete or amend insurance benefit programs in its sole discretion. The Town also reserves the right to change the amount or percentage of its contribution to the cost of any group health insurance program. Employees will be provided with advance notice of any change in the contribution rate.

### **Section 601 - Social Security**

The Town of Hartford will provide, and all employees are required to participate, in the Social Security system. Both the employee and the Town are required to contribute to Social Security. Employee and Town contributions are determined by law and are subject to change.

### **Section 602 - Workers Compensation**

As required by Vermont law, Town employees shall be covered by worker's compensation insurance. This insurance provides coverage in the event of a work-related injury. The Town will pay the cost (100%) of this coverage.

### **Section 603 - Unemployment**

In accordance with Title 21, Section 626 of Vermont Statutes Annotated, the Town of Hartford will provide Unemployment Compensation insurance for all employees of the Town. The Town shall pay the cost (100%) of this coverage.

### **Section 604 - Health & Major Medical**

The Town will provide all full-time regular employees with group medical and hospitalization insurance.

Beginning with the first day of the month following the first thirty (30) days of employment with the Town, full-time regular employees and their legal dependants, shall be entitled to participate in Town sponsored health and hospitalization insurance programs.

Participation in these programs may require employees to share in the cost of the premiums, co-pays and/or deductibles associated with these programs. Contributions by employees are made through automatic payroll deduction. Participation in these programs is subject to program guidelines as determined by the provider (membership, waiting periods, etc.). Please refer to the attached addendums for plan details.

Employees who choose not to receive health insurance from the Town and who have comparable coverage elsewhere shall be eligible to receive a stipend in lieu of said coverage equal to \$1000 for a single coverage, \$2750 in lieu of a 2-Person coverage and \$3,750 for Family coverage. Said stipend to be paid incrementally through normal payroll. In order to be eligible for said stipend, the employee must provide proof of his/her alternative health insurance coverage.

### **Retirees**

Employees having a minimum of ten (10) years of continuous service to the Town of Hartford and who retire at the age of 55 or older, shall have their health insurance premium reimbursed through a Premium Reimbursement Arrangement in which the Town shall allow the amount of \$550.00 per month for Single coverage and \$1,100.00 per month for 2-person/Family coverage to be reimbursed to the retiree until the retiree becomes Medicare eligible.

Employees hired after January 1<sup>st</sup>, 1999, must have a minimum of twenty (20) years of continuous service with the Town of Hartford and be a minimum of 55 years of age to be eligible for this benefit under the same terms as described above, however said benefit shall be limited to health insurance coverage for the employee and his/her spouse.

The Town will not provide health insurance or Medicare Supplemental coverage for employees hired after July 1, 2013. However, Retirees in this category, shall to the extent that it is provided by the Town and/or allowable by the carrier, shall have access to group health insurance coverage at their expense.

Once Medicare eligible (65 years of age or older), the Town shall provide Supplemental Coverage to Medicare for the employee and/or spouse (inc. surviving spouse). The cost of premiums associated with said coverage to be paid on the same cost sharing basis experienced by full time current employees of the Town e.g. if full time employees contribute to their health insurance premium on a 90/10% basis, then retirees would assume responsibility for 10% of their Supplemental premium.

### **Section 605 - Dental**

The Town of Hartford provides full-time regular employees with group dental insurance coverage. The cost of premiums for this coverage shall be shared by the Town and the employee as follows; Single Plan, paid 100% by the Town, Two Person and Family Plans, 90% of the premium will be paid by the Town with the employee contributing 10% of the costs.

The employee's contribution to the cost of this benefit will be funded through regular payroll deductions. Annual plan deductibles up to \$25 for single plans and \$50 for two people or \$75 for family plans will upon submission of proof of payment by the employee be reimbursed by the Town.

Retirees of the Town of Hartford, as described above may, subject to the terms and conditions of the provider, purchase group dental insurance coverage through the Town at their own expense.

### **Section 606 – Vision**

The Town agrees to offer its full-time regular employees voluntary group vision insurance through Vision Service Plan. Employees may elect single, two person or family coverage as applicable. Premiums are to be paid 100% by employees and shall be payroll deducted and is subject to the terms and conditions of the program as defined by the provider.

Employee's cost of this benefit will be funded through regular payroll deductions.

Retirees of the Town of Hartford, as described herein may, subject to the terms and conditions of the provider, purchase group vision insurance coverage through the Town at their own expense.

### **Section 607 - Flexible Health Care Plan (125)**

The Town of Hartford provides the following Flexible Health Care Plan with the intent of assisting its employees to fund unreimbursed health care costs for the employee and their families. The Plan has been designed and is adopted in accordance with IRS Section 125 requirements.

#### **ARTICLE I. ESTABLISHMENT OF THE PLAN**

**1.1 The Plan.** The Town of Hartford, Vermont, (the "Town") hereby establishes a flexible benefits plan for its Employees. This plan will be know as the Flexible Health Care Plan of the Town of Hartford, Vermont (the "Plan") and is effective as of October 1, 1997.

This Plan is designed to provide Employees a means of providing themselves medical and dental coverage in a tax-effective manner.

**1.2 Legal Status.** Under this Plan, Employees will have a choice between cash compensation and various nontaxable benefits. Thus, this Plan will constitute a “Cafeteria Plan” under Internal Revenue Code Section 125, as amended, and has been reduced to writing in order to comply with Code Section 125. This Plan will also serve as an amendment to certain welfare plans presently in effect for the Town. Thus, to the extent necessary, this legal instrument will serve as an amendment to each of these welfare plans in order to permit the benefits of this Plan to be fully implemented for the Participants.

## ARTICLE II. DEFINITIONS AND CONSTRUCTION

### 2.1 Principle Entities.

- (a) **Town** means the Town of Hartford and its successor or successors.
- (b) **Plan** means The Flexible Health Care Plan, as amended from time to time.
- (c) **Administrator(s)** means the person(s) designated to administer this Plan, as provided by Article VII.
- (d) **Employee** means any individual employed by the Town and to the extent necessary, a retired or terminated Employee entitled to receive benefit payments under this Plan. Employees must regularly work twenty (20) hours or more per week to be eligible to participate in the Plan.
- (e) **Participant** means an Employee who has elected to participate in the Plan in accordance with Article IV.
- (f) **Eligible Dependents(s)** means those individuals defined under the Town’s welfare benefit plan as an eligible dependent(s).
- (g) **Claims Processor** means an individual(s) designated by the Town to pay claims for reimbursement in accordance with Article VI.

### 2.2 Principle Terms

- (a) **Effective Date:** October 1, 1997.
- (b) **Plan Year** means the 12-month period beginning on January 1<sup>st</sup> and ending December 31<sup>st</sup>. Initial Plan Year means the 3-month period beginning on October 1, 1997, and ending December 31, 1997.
- (c) **Open Enrollment Period** means the period beginning 60 days before and ending 5 days prior to the beginning of the next Plan Year during which a Participant or Employee can elect in accordance with Article IV to convert compensation into Flexible Health Care Dollars.
- (d) **Flexible Health Care Account** means a bookkeeping account reflecting the balance of Flexible Health Care Dollars available for medical expense reimbursement during the Plan Year.
- (e) **Flexible Health Care Dollars** means the Participant’s dollar credits elected under Article IV credited to his Flexible Health Care Account.
- (f) **Entry Date** means the first day of each Plan Year.

**2.3 Construction.** The masculine gender includes the feminine and the singular may include the plural, unless the context clearly indicates to the contrary.

### ARTICLE III. ELIGIBILITY AND PARTICIPATION

**3.1 Initial Eligibility.** An Employee shall be eligible to participate in the Plan on the first Entry Date after his hire date, but not before the Plan's Effective Date. However, an Employee who was employed by the Employer on the Effective Date shall be eligible to participate beginning on the Effective Date.

**3.2 Age Limitations.** There are no minimum or maximum age requirements for participation in the Plan.

**3.3 Duration.** An Employee will become a participant provided he has made an election to participate in accordance with Article IV. A Participant remains under the Plan until the earliest of:

- (a) his ceasing to be an employee of the Town; or
- (b) when the Participant no longer has an election in effect, as provided in Article IV.

**3.4 Change in Employment Status.** If a Participant ceases to be a Participant, as provided in Article 3.3 above, he will still be allowed to submit claims against the balance of his Flexible Health Care Account in accordance with the claims procedure in Article VI. Rehired former Participants are treated as new Employees under the Plan.

### ARTICLE IV. ELECTIONS AND PROCEDURES

**4.1 Initial Salary Conversion Election.** Prior to either: (1) the Effective Date, or if later, (2) the first day of the first Plan Year during which an Employee is first eligible to participate, there will be an Open Enrollment Period during which the Employee can elect to convert part of his compensation to Flexible Health Care Dollars. The Administrator will provide the Employee with an election form which will contain at a minimum, the following information:

- (a) that the election form must be completed and returned to the Administrator prior to the end of the open Enrollment Period;
- (b) that the election will be effective on the Entry Date and continue in effect until the last day of the Plan year during which the election is made;
- (c) that, except as provided in Section 4.4, the election is not revocable;
- (d) that the Participant has the option of reducing his salary by a maximum of \$2,500 and converting this sum to Flexible Health Care Dollars;
- (e) that the salary conversion will be considered as company contributions used to pay for Health Insurance and other medical expenses the Employee as a Participant may request payment from the Company's Claims Processor; and
- (f) that the Employee will forfeit any unused Flexible Health Care Dollars remaining in his Flexible Health Care Account at the Plans Year end; subject to reimbursement available under Section 6.1.

**4.2 Failure to Elect.** If an Employee fails to return the election form prior to the end of the Open Enrollment Period, the Employee will not become a Participant. However, an Employee will be allowed to make an initial salary conversion election during each Open Enrollment Period if he so desires.

**4.3 Elections for Subsequent Plan Years.** Prior to the beginning of each subsequent Plan Year there will be an Open Enrollment Period. During the Open Enrollment Period, a Participant or Employee who failed to initially elect to participate will have the opportunity to elect different or new coverage under the Plan effective for the subsequent Plan Year. The election form will provide the same information as stated in section 4.1. If a Participant fails to re-elect coverage and is still eligible to participate, the Participant will be deemed to have elected a salary conversion amount necessary to provide the coverage as he previously elected. A Participant may terminate his participation in the Plan by returning an election form during the Open Enrollment Period stating he no longer wants to participate in the Plan for the upcoming Plan Year. If an Employee again fails to elect a salary conversion amount during the Open Enrollment Period, he will not become a participant and will have to wait until the next Open Enrollment Period to elect to participate under the Plan.

**4.4 Revocability of Elections.** The Administrator will permit a new election for the remainder of a Plan year only if both the revocation and new election are made on account of and consistent with a change in the Participant's family status (e.g., marriage, divorce, death of spouse or child, birth or adoption of child, the employee's or spouse's change from full-time to part-time status or from part-time to full-time status, a significant change in the employee's or spouse's health coverage attributable to the spouse's employment, the employee's or spouse's taking an unpaid leave of absence, and commencement or termination of spouse's employment). {Notwithstanding the above, the termination of the Participant's own employment will not constitute an event entitling the Participant to change in any way his elections under this Plan}.

**4.5 Insufficient Contributions.** If a Participant does not elect sufficient Flexible Health Care Dollars to pay for the required coverage's under the Plan, the Town is authorized to reduce the Participant's gross pay by the amount necessary to provide coverage elected under the Plan.

**4.6 Administrator's Adjustment of a Salary Election.** The Administrator maintains the right to adjust any salary conversion election made under this Plan, and if necessary, to adjust any Participant's Flexible Health Care Account to ensure that the Plan complies with the nondiscrimination requirements of Internal Revenue Code Sections 105(h) and 125.

**4.7 Payment Required Upon Termination.** Upon termination of employment with the Town of Hartford, employees will be required to satisfy all outstanding deficits and/or negative balances remaining in the Plan in their name for payments previously made by the Plan on their behalf. Participating employees authorize the Town to draw upon their final pay or severance check for this purpose.

#### **ARTICLE V. SPENDING FLEXIBLE HEALTH CARE DOLLARS**

**5.1 Available Benefits.** Flexible Health Care Dollars can be used to pay for:

- (a) the Participant's required premiums for coverage under the Town's Health and Dental Plans (Section 5.2); and
- (b) other non-covered health care expenses out of the Flexible Health Care Account (Section 5.3).

**5.2 Details of Plan-Medical/Dental Plan.** A Participant may elect, in accordance with Article IV, to pay for all or part of his required premiums due on or after the Effective Date for the Plan with his Flexible Health Care Dollars. The benefits available under the Medical/Dental Plan are incorporated by reference. The Administrator will, upon request, provide each participant with a free copy of the written Medical/Dental Plan detailing the benefits available to the Participant.

**5.3 Details of Plan-Flexible Health Care Account.** A Participant may in addition elect, in accordance with Article IV, to deposit Flexible Health Care Dollars in a Flexible Health Care Account, a separate account used to reimburse a Participant for non-covered health-related expenses incurred by the Participant or his Eligible Dependents.

(a) **Types of Eligible Expenses:** Reimbursement for non-covered medical expenses will only be made to specifically reimburse the Participant for medical expenses incurred during the Plan Year. Any Flexible Health Care Dollars remaining in the Participant's Flexible Health Care Account after submission of all claims for reimbursement incurred during the Plan Year will be forfeited. The Participant may only obtain reimbursement of receipted expenses which meet the criteria for deductibility as medical expenses under Internal Revenue Code Section 213(e) including, but not limited to, non-covered medical expenses, vision and hearing expenses, dental expenses not covered under the current dental plan coverage, and prescription drug reimbursement. Expenses must be substantiated by a written statement from an independent third party stating that the medical expense has been incurred and the amount of the expense. The Participant must provide a written statement that the amount has not been reimbursed and is not reimbursable from any other health plan. A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the spouse's employer or individual policies maintained by the Participant or his spouse or dependent.

Reimbursement of the maximum dollar amount elected by the Participant (reduced by prior reimbursements) shall be available at all times during the period of coverage, regardless of the actual amounts deposited into the Participant's Flexible Health Care Account.

(b) **Time Eligible Expenses Are Incurred.** Non-covered medical expenses reimbursed out of the Flexible Health Care Account must have been incurred during the period the Participant was participating in the Plan. Expenses are treated as incurred when the non-covered medical services are actually rendered. However, the actual reimbursement of the non-covered medical services may be made after the end of the Plan Year.

(c) **No Trust Fund.** The Flexible Health Care Account will not represent actual Participant or Town deposits into any fund. No assets or funds will be invested in any separate trust. Participants are allocating Flexible Health Care Dollars to provide for future health care reimbursements from their account. Until paid, the Flexible Health Care Dollars will remain as part of the Town's general assets.

## ARTICLE VI. PAYMENT OF CLAIMS

**6.1 Notice of Claims.** Claims for reimbursement under Section 5.3 for incurred expenses, not otherwise covered under the Town's welfare benefit plans, may be requested at any time during the Plan Year but no later than 90 days after the Plan Year ends. Claims must be submitted in an aggregate amount totaling at least \$25, except for prior year's claims filed after the Plan Year ends when any amount may be submitted. The Participant must file his claim on a form approved by the Administrator. Claims must then be submitted to the Town's Claim Processor for payment.

**6.2 Ineligible or Terminated Employees.** A Participant who has terminated employment or otherwise becomes ineligible to participate further in the Plan, conversion will be allowed to submit claims to the Town's Claim Processor until the earlier to occur of:

- (1) his Flexible Health Care Account is exhausted, or
- (2) 90 days after the Plan Year ends.

**6.3 Appeal of a Denied Claim.** If a claim is wholly or partially denied, notice of the decision shall be furnished to the Participant within 90 days after receipt of the claim by the Plan. If special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the Participant prior to the end of the initial 90 day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the plan expects to render the final decision. The following information must be provided in a written notice to the Participant denied a claim for benefits:

- (1) specific reason(s) for the denial;

- (2) specific reference to pertinent plan provisions on which the denial is based;
- (3) a description of any additional material or information necessary for the Participant to perfect the claim and an explanation of why such material or information is necessary.
- (4) appropriate information as to the steps to be taken if the Participant wishes to submit his claim for review; and
- (5) that the Participant or his duly authorized representative has a reasonable opportunity to appeal the denial of a claim, including but not limited to:
  - (a) requesting a review upon written application to the Plan;
  - (b) reviewing pertinent documents; and submitting issues and comments in writing.

The Administrator's decision on the claim after the request to review the initial denial must be made not later than 60 days after the receipt of the request for review, unless special circumstances require an extension of time for processing, in which case the participant shall be notified of the extension and a decision shall be rendered as soon as possible, but not later than 120 days after receipt of the request for review. The decision on review must be in writing and must include specific reasons for the decision, written in a manner calculated to be understood by the Participant, as well as specific references to the pertinent Plan provisions on which the decision is based. The above notwithstanding, the Administrator shall have the right to delegate the initial claim review to the Claims Processor, provided such delegation is not inconsistent with the requirements of Department of Labor regulations §2560.503-1. All appeals from the denial of initial claim review will be reviewed by the Administrator.

**6.4 Forfeitures.** If after the period for submitting claims for a Plan year has expired, there remains an excess of Flexible Health Care Dollars, plus income, minus administrative expenses and claims paid out, then such excess shall be allocated to Participants as soon as practicable in proportion to their actual dollar election for the Plan Year in which the refunds are paid out.

## **ARTICLE VII. GENERAL PROVISIONS**

**7.1 Allocation of responsibility for Administration.** The designated representatives of the Town shall have only those specific powers, duties, responsibilities and obligations as are specifically given them under this Plan.

The Town through its Selectboard shall have the sole responsibility for making the contributions provided for under Article IV, and shall have the sole authority to amend or terminate, in whole or in part, this Plan at any time. The Administrator appointed by the Selectboard, shall have the daily responsibility for the administration of this Plan which responsibility is specifically described herein.

The Administrator warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan authorizing or providing for such direction, information or action; furthermore, the Administrator may rely upon any such direction information or action of another Employee of the Town as being proper under this Plan, and is not required under this Plan to inquire into the propriety of any such direction, information or action. It is intended under this Plan that the Administrator shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Plan and shall not be responsible for any act or failure to act of another Employee of the Town. Neither the Administrator nor the Town makes any guarantee to any Participant in any manner for any loss or other event because of the Participant's participation in this Plan.

**7.2 Appointment of Administrator.** The Plan shall be administered by the Administrator as appointed in Section 7.1 hereof. All usual and reasonable expenses of the Administrator may be paid in whole or in part by the Town, and any expenses not paid by the Town shall not be the responsibility of the



Administrator personally. The Administrator or any other designated representative of the Town who is an employee of the Town shall not receive any compensation with respect to administering this program except as such person may otherwise be entitled to benefits under this Plan.

**7.3 Records and Reports.** The Administrator shall exercise such authority and responsibility as it deems appropriate in order to comply with the terms of the Plan relating to the records of the Participants and the balances that are maintained under this Plan. The Administrator shall be responsible for complying with all reporting, filing and disclosure requirements established by the Internal Revenue Service for Section 125 Plans. After the date of close of each Plan Year, the Administrator shall provide to each Participant a statement of his participation.

**7.4 Other Powers and Duties of the Administrator.** The Administrator shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

- (a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder.
- (b) to prescribe procedures to be followed by Participants filing applications for benefits;
- (c) to prepare and distribute, in such manner as the Administrator determines to be appropriate, information explaining the Plan;
- (d) to receive from the Town and from Participants such information as shall be necessary for the proper administration of the Plan;
- (e) to furnish the Town, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;
- (f) to receive, review and keep on file (as it deems convenient and proper) reports of benefit payments by the Town and reports of disbursements for expenses directed by the Administrator, and
- (g) to appoint individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal and actuarial counsel.

The Administrator shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for a benefit under the Plan.

**7.5 Rules and Decisions.** The Administrator may adopt such rules as it deems necessary, desirable or appropriate. All rules and decisions of the Administrator shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Administrator shall be entitled to rely upon information furnished by a Participant, the Town or the legal counsel of the Town.

**7.6 Procedures.** The Administrator may act at a meeting or in writing without a meeting. The Administrator may adopt such bylaws and regulations, as it deems desirable for the conduct of its affairs.

**7.7 Authorization of Benefit Payments.** The Administrator shall issue directions to the Town concerning all benefits that are to be paid from the Town's general assets pursuant to the provisions of the Plan, and warrant that all such directions are in accordance with the Plan.

**7.8 Application and Forms for Benefits.** The Administrator may require a Participant to complete and file with the Administrator an application for a benefit and all other forms approved by the Administrator, and to furnish all pertinent information requested by the

Administrator. The Administrator may rely upon all such information so furnished it, including the Participant's current mailing address.

**7.9 Facility of Payment.** Whenever, in the Administrator's opinion, a person entitled to receive any payment of a benefit or installment thereof hereunder is under a legal disability or is incapacitated in any way so as to be unable to manage the person's financial affairs, the Administrator may direct the Town to make payments to such person or to the person's legal representative or to a relative or friend of such person for such person's benefit, or the Administrator may direct the Town to apply the payment for the benefit of such person in such manner as the Administrator considers advisable. Any payment of a benefit or installment thereof in accordance with the provisions of the Section shall be a complete discharge of any liability for the making of such payment under the provisions of the Plan.

**7.10 Indemnification of the Administrator.** The Administrator shall be indemnified by the Town against any and all liabilities arising by reason of any act made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

#### ARTICLE VIII. MISCELLANEOUS

**8.1 Non-guarantee of Employment.** Nothing contained in this Plan shall be construed as a contract of employment between the Town and any Employee, or as a right of any Employee to be continued in the employment of the Town, or as a limitation of the right of the Town to discharge any of its Employees, with or without cause.

**8.2 Rights of Town's Assets.** No Employee or beneficiary shall have any right to, or interest in, any assets of the Town upon termination of employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under this Plan to such Employee or beneficiary. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Town and the Administrator shall not be liable therefore in any manner.

**8.3 Non-alienation of Benefits.** Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse or former spouse; or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Town shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

**8.4 Divestment of Benefits.** Subject only to the specific provisions of this Plan, nothing shall be deemed to divest a Participant a right to the benefit to which the Participant becomes entitled in accordance with the provisions of this Plan.

**8.5 Discontinuance of Contributions.** In the event of a permanent discontinuance of contributions to the Plan, all Participants shall receive any and all benefits to which they were entitled as of the date the discontinuance of contributions occurred.

#### ARTICLE IX. AMENDMENTS OR ACTION BY TOWN

**9.1 Amendments.** The Town reserves the right to make from time to time any amendment or amendments to this Plan, provided, however, that the Town may make any amendment it determines necessary or desirable, with or without retroactive effect, to comply with law.

**9.2 Action by Town.** Any action by the Town under this Plan must be by resolution of its Selectboard, or subsequently by any person or persons authorized by resolution of said Board.

## ARTICLE X. PLAN TERMINATION

**10.1 Right to Terminate.** In accordance with the procedures set forth in this Section, the Town may terminate the Plan at any time. In the event of the dissolution, merger, consolidation or reorganization of the Town, the Plan shall terminate unless the Plan is continued by a successor to the Town in accordance with a resolution of its Selectboard.

**10.2 Plan Termination.** Upon termination of the Plan, the rights of all Participants affected thereby shall become payable as the Administrator may direct. Such direction may include:

- (a) a continuation of the Plan in order to pay balances in accordance with Article V, or
- (b) a distribution of the balances remaining to the Participant's credit, after payment of any expenses properly chargeable thereto.

### **Section 608 - Dependent Care Plan**

The Town of Hartford provides the following Dependent Care Plan with the intent of assisting its employees to fund costs relating to the care of family members/dependents. The Plan has been designed and is adopted in accordance with IRS requirements.

**1.1 The Plan.** The Town of Hartford, Vermont, (the "Town") hereby establishes a dependent care assistance plan for its Employees. This plan will be known as the Dependent Care Assistance Plan of the Town of Hartford, Vermont (the "Plan") and is effective as of January 1, 1998.

This Plan is designed to provide Employees electing to participate, with a means of receiving payment or reimbursement for expenses incurred for the care of dependents that are excludable under Section 129 of the Internal Revenue Code.

**1.2 Legal Status.** Under this Plan, Employees will have a choice between cash compensation and various nontaxable benefits. Thus, this Plan will constitute a "Cafeteria Plan" under Internal Revenue Code Section 125, as amended, and has been reduced to writing in order to comply with Code Section 125. This Plan will also serve as an amendment to certain welfare plans presently in effect for the Town. Thus, to the extent necessary, this legal instrument will serve as an amendment to each of these welfare plans in order to permit the benefits of this Plan to be fully implemented for the Participants.

## ARTICLE II. DEFINITIONS AND CONSTRUCTION

### **2.1 Principle Entities.**

- a) **Town** means the Town of Hartford and its successor or successors.
- b) **Plan** means The Dependent Care Assistance Plan, as amended from time to time.
- c) **Administrator(s)** means the person(s) designated to administer this Plan as provided by Article VII.
- d) **Employee** means any individual employed by the Town and to the extent necessary, a retired or terminated Employee entitled to receive benefit payments under this Plan. Employees must regularly work twenty (20) hours or more per week to be eligible to participate in the Plan.
- e) **Participant** means an Employee who has elected to participate in the Plan in accordance with Article IV.

f) **Eligible Dependents(s)** means those individuals defined under the Town's welfare benefit plan as an eligible dependent(s).

g) **Claims Processor** means an individual(s) designated by the Town to pay claims for reimbursement in accordance with Article VI.

## 2.2 Principle Terms

a) **Effective Date:** January 1, 1998 (Original).

b) **Plan Year** means the 12-month period beginning on January 1<sup>st</sup> and ending December 31<sup>st</sup> each year.

c) **Open Enrollment Period** means the period beginning 60 days before and ending 5 days prior to the beginning of the next Plan Year during which a Participant or Employee can elect in accordance with Article IV to convert compensation into Dependent Care Assistance Dollars.

d) **Dependent Care Account** means a bookkeeping account reflecting the balance of Dependent Care Dollars available for dependent care expense reimbursement during the Plan Year.

e) **Dependent Care Assistance Dollars** means the Participant's dollar credits elected under Article IV credited to his/her Dependent Care Assistance Account.

f) **Entry Date** means the first day of each Plan Year.

**2.3 Construction.** The masculine gender includes the feminine and the singular may include the plural unless the context clearly indicates to the contrary.

## ARTICLE III. ELIGIBILITY AND PARTICIPATION

**3.1 Initial Eligibility.** An Employee shall be eligible to participate in the Plan on the first Entry Date after his hire date, but not before the Plan's Effective Date. However, an Employee who was employed by the Employer on the Effective Date shall be eligible to participate beginning on the Effective Date.

**3.2 Age Limitations.** There are no minimum or maximum age requirements for participation in the Plan.

**3.3 Duration.** An Employee will become a participant provided he has made an election to participate in accordance with Article IV. A Participant remains under the Plan until the earliest of:

(a) his ceasing to be an employee of the Town; or

(b) when the Participant no longer has an election in effect, as provided in Article IV.

**3.4 Change in Employment Status.** If a Participant ceases to be a Participant, as provided in Article 3.3 above, he will still be allowed to submit claims against the balance of his Dependent Care Assistance Account in accordance with the claims procedure in Article VI. Rehired former Participants are treated as new Employees under the Plan.

## ARTICLE IV. ELECTIONS AND PROCEDURES

**4.1 Initial Salary Conversion Election.** Prior to either: (1) the Effective Date, or if later, (2) the first day of the first Plan Year during which an Employee is first eligible to participate, there will be an Open Enrollment Period during which the Employee can elect to convert part of his compensation to Dependent Care Assistance Dollars. The Administrator will provide the Employee with an election form that will contain, at a minimum, the following information:

- (a) that the election form must be completed and returned to the Administrator prior to the end of the open Enrollment Period;
- (b) that the election will be effective on the Entry Date and continue in effect until the last day of the Plan year during which the election is made;
- (c) that, except as provided in Section 4.4, the election is not revocable;
- (d) that the Participant has the option of reducing his salary by a maximum of \$5,000, and converting this sum to Dependent Care Assistance Dollars;
- (e) that the salary conversion will be considered as company contributions used to pay for Dependent Care expenses the Employee as a Participant may request payment from the Company's Claims Processor; and
- (f) that the Employee will forfeit any unused Dependent Care Assistance Dollars remaining in his Dependent Care Assistance Account at the Plans Year end; subject to reimbursement available under Section 6.1

**4.2 Failure to Elect.** If an Employee fails to return the election form prior to the end of the Open Enrollment Period, the Employee will not become a Participant. However, an Employee will be allowed to make an initial salary conversion election during each Open Enrollment Period if he so desires.

**4.3 Elections for Subsequent Plan Years.** Prior to the beginning of each subsequent Plan Year there will be an Open Enrollment Period. During the Open Enrollment Period, a Participant or Employee who failed to initially elect to participate will have the opportunity to elect different or new coverage under the Plan effective for the subsequent Plan Year. The election form will provide the same information as stated in section 4.1. If a Participant fails to re-elect coverage and is still eligible to participate, the Participant will be deemed to have elected a salary conversion amount necessary to provide the coverage as he previously elected. A Participant may terminate his participation in the Plan by returning an election form during the Open Enrollment Period stating he no longer wants to participate in the Plan for the upcoming Plan Year. If an Employee again fails to elect a salary conversion amount during the Open Enrollment Period, he will not become a participant and will have to wait until the next Open Enrollment Period to elect to participate under the Plan.

**4.4 Revocability of Elections.** The Administrator will permit a new election for the remainder of a Plan year only if both the revocation and new election are made on account of and consistent with a change in the Participant's family status (e.g., marriage, divorce, death of spouse or child, birth or adoption of child, the employee's or spouse's change from full-time to part-time status or from part-time to full-time status, a significant change in the employee's or spouse's health coverage attributable to the spouse's employment, the employee's or spouse's taking an unpaid leave of absence, and commencement or termination of spouse's employment). {Notwithstanding the above, the termination of the Participant's own employment will not constitute an event entitling the Participant to change in any way his elections under this Plan}.

**4.5 Administrator's Adjustment of a Salary Election.** The Administrator maintains the right to adjust any salary conversion election made under this Plan, and if necessary, to adjust any Participant's Dependent Care Assistance Account to ensure that the Plan complies with the nondiscrimination requirements of Internal Revenue Code Sections 105(h) and 125.

## **ARTICLE V. SPENDING DEPENDENT CARE ASSISTANCE DOLLARS**

**5.1 Available Benefits.** Dependent Care Assistance Dollars can be used to pay for any substantiated Dependent Care Expenses incurred during the year.

**5.2 Details of Plan-Dependent Care Assistance Account.** A Participant may elect, in accordance with Article IV, to deposit Dependent Care Assistance Dollars in a Dependent Care Assistance Account, a separate account used to reimburse a Participant for dependent care-related expenses incurred by the Participant.

(a) **Types of Eligible Expenses:** Reimbursement for dependent care expenses will only be made to specifically reimburse the Participant for dependent care expenses incurred during the Plan Year. Any Dependent Care Assistance Dollars remaining in the Participant's Dependent Care Assistance Account after submission of all claims for reimbursement incurred during the Plan Year will be forfeited. The Participant may only obtain reimbursement of receipted expenses for such services as but not necessarily limited to childcare, day-care and nursing expenses. These reimbursements are paid or payable for the care of one or more Dependents so that the Employee may actively seek employment or be gainfully employed for any period for which the Participant has one or more Dependents. However, the following conditions must apply:

1) if such expenses are incurred for services outside the Employee's household for a Dependent described in subpart (b) of the definition of Dependent in the Glossary, they shall not be considered Dependent Care Expenses, unless (1) the Dependent regularly spends at least eight hours a day in the Employee's household, and such expenses are not incurred at a camp where the Dependent stays overnight; or (2) the Dependent is a spouse or dependent physically or mentally incapable of caring for himself.

2) if such expenses are incurred at a Dependent Care Center, they shall not be considered Dependent Care Expenses, unless the Center complies with all applicable State and local laws and regulations.

For each given Year, Dependent Care Expenses do not include any amount paid to individuals for expenses incurred during the Year if the Participant is entitled to claim an exemption under Section 151 of the Code for such individual, or if such individual is a child of the Participant under the age of 19 at the close of the Year.

Expenses must be substantiated by a written statement from an independent third party stating that the dependent care has been incurred and state the amount of the expense. The Participant must provide a written statement that the amount has not been reimbursed and is not reimbursable from any other plan.

Reimbursement at all times shall be limited to the actual amount deposited into the Participant's Dependent Care Account, reduced by any prior reimbursements.

(d) **Time Eligible Expenses Are Incurred.** Non-covered dependent expenses reimbursed out of the Dependent Care Assistance Account must have been incurred during the period the Participant was participating in the Plan. Expenses are treated as incurred when the dependent care services are actually rendered. However, the actual reimbursement of the dependent care services may be made after the end of the Plan Year.

(e) **No Trust Fund.** The Dependent Care Assistance Account will not represent actual Participant or Town deposits into any fund. No assets or funds will be invested in any separate trust. Participants are allocating Dependent Care Assistance Dollars to provide for future dependent care reimbursements from their account. Until paid, the Dependent Care Assistance Dollars will remain as part of the Town's general assets.

## ARTICLE VI. PAYMENT OF CLAIMS

**6.1 Notice of Claims.** Claims for reimbursement under Section 5.3 for incurred expenses not otherwise covered under the Town's welfare benefit plans, may be requested at any time during the Plan Year but no later than 90 days after the Plan Year ends. Claims must be submitted in an aggregate amount totaling at least \$25, except for prior year's claims filed after the Plan Year ends when any amount may be submitted. The Participant must file his claim on a form approved by the Administrator. Claims must then be submitted to the Town's Claim Processor for payment.

**6.2 Ineligible or Terminated Employees.** A participant, who has terminated employment or otherwise becomes ineligible to participate further in the Plan, will be allowed to submit claims to the Town's Claim Processor until the earlier to occur of:

- (1) his Dependent Care Assistance Account is exhausted, or
- (2) 90 days after the Plan Year ends.

**6.3 Appeal of a Denied Claim.** If a claim is wholly or partially denied, notice of the decision shall be furnished to the Participant within 90 days after receipt of the claim by the Plan. If special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the Participant prior to the end of the initial 90 day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the plan expects to render the final decision. The following information must be provided in a written notice to the Participant denied a claim for benefits:

- (1) specific reason(s) for the denial;
- (2) specific reference to pertinent plan provisions on which the denial is based;
- (3) a description of any additional material or information necessary for the Participant to perfect the claim and an explanation of why such material or information is necessary.
- (4) appropriate information as to the steps to be taken if the Participant wishes to submit his claim for review; and
- (5) that the Participant or his duly authorized representative has a reasonable opportunity to appeal the denial of a claim, including but not limited to:
  - (a) requesting a review upon written application to the Plan;
  - (b) reviewing pertinent documents; and submitting issues and comments in writing.

The Administrator's decision on the claim after the request to review the initial denial must be made not later than 60 days after the receipt of the request for review, unless special circumstances require an extension of time for processing, in which case the participant shall be notified of the extension and a decision shall be rendered as soon as possible, but not later than 120 days after receipt of the request for review. The decision on review must be in writing and must include specific reasons for the decision, written in a manner calculated to be understood by the Participant, as well as specific references to the pertinent Plan provisions on which the decision is based. The above notwithstanding, the Administrator shall have the right to delegate the initial claim review to the Claims Processor, provided such delegation is not inconsistent with the requirements of Department of Labor regulations §2560.503-1. All appeals from the denial of initial claim review will be reviewed by the Administrator.

**6.4 Forfeitures.** If after the period for submitting claims for a Plan year has expired, there remains an excess of Dependent Care Assistance Dollars, plus income, minus administrative expenses and claims paid out, then such excess shall be allocated to Participants as soon as practicable in proportion to their actual dollar election for the Plan Year in which the refunds are paid out.

## **ARTICLE VII. GENERAL PROVISIONS**

**7.1 Allocation of Responsibility for Administration.** The designated representatives of the Town shall have only those specific powers, duties, responsibilities and obligations as are specifically given them under this Plan.

The Town through its Selectboard shall have the sole responsibility for making the contributions provided for under Article IV, and shall have the sole authority to amend or terminate, in whole or in part, this Plan at any time. The Administrator appointed by the Selectboard, shall have the daily responsibility for the administration of this Plan which responsibility is specifically described herein.

The Administrator warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan authorizing or providing for such direction, information or action; furthermore, the Administrator may rely upon any such direction information or action of another Employee of the Town as being proper under this Plan, and is not required under this Plan to inquire into the propriety of any such direction, information or action. It is intended under this Plan that the Administrator shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Plan and shall not be responsible for any act or failure to act of another Employee of the Town. Neither the Administrator nor the Town makes any guarantee to any Participant in any manner for any loss or other event because of the Participant's participation in this Plan.

**7.2 Appointment of Administrator.** The Plan shall be administered by the Administrator as appointed in Section 7.1 hereof. All usual and reasonable expenses of the Administrator may be paid in whole or in part by the Town, and any expenses not paid by the Town shall not be the responsibility of the Administrator personally. The Administrator or any other designated representative of the Town who is an employee of the Town shall not receive any compensation with respect to administering this program except as such person may otherwise be entitled to benefits under this Plan.

**7.3 Records and Reports.** The Administrator shall exercise such authority and responsibility as it deems appropriate in order to comply with the terms of the Plan relating to the records of the Participants and the balances that are maintained under this Plan. The Administrator shall be responsible for complying with all reporting, filing and disclosure requirements established by the Internal Revenue Service for Section 125 Plans. After the date of close of each Plan Year, the Administrator shall provide to each Participant a statement of his participation.

**7.4 Other Powers and Duties of the Administrator.** The Administrator shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

- (a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder.
- (b) to prescribe procedures to be followed by Participants filing applications for benefits;
- (c) to prepare and distribute, in such manner as the Administrator determines to be appropriate, information explaining the Plan;
- (d) to receive from the Town and from Participants such information as shall be necessary for the proper administration of the Plan;
- (e) to furnish the Town, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;
- (f) to receive, review and keep on file (as it deems convenient and proper) reports of benefit payments by the Town and reports of disbursements for expenses directed by the Administrator, and
- (g) to appoint individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal and actuarial counsel.



The Administrator shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for a benefit under the Plan.

**7.5 Rules and Decisions.** The Administrator may adopt such rules as it deems necessary, desirable or appropriate. All rules and decisions of the Administrator shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Administrator shall be entitled to rely upon information furnished by a Participant, the Town or the legal counsel of the Town.

**7.6 Procedures.** The Administrator may act at a meeting or in writing without a meeting. The Administrator may adopt such bylaws and regulations as it deems desirable for the conduct of its affairs.

**7.7 Authorization of Benefit Payments.** The Administrator shall issue directions to the Town concerning all benefits which are to be paid from the Town's general assets pursuant to the provisions of the Plan, and warrant that all such directions are in accordance with the Plan.

**7.8 Application and Forms for Benefits.** The Administrator may require a Participant to complete and file with the Administrator an application for a benefit and all other forms approved by the Administrator, and to furnish all pertinent information requested by the Administrator. The Administrator may rely upon all such information so furnished it, including the Participant's current mailing address.

**7.9 Facility of Payment.** Whenever, in the Administrator's opinion, a person entitled to receive any payment of a benefit or installment thereof hereunder is under a legal disability or is incapacitated in any way so as to be unable to manage the person's financial affairs, the Administrator may direct the Town to make payments to such person or to the person's legal representative or to a relative or friend of such person for such person's benefit, or the Administrator may direct the Town to apply the payment for the benefit of such person in such manner as the Administrator considers advisable. Any payment of a benefit or installment thereof in accordance with the provisions of the Section shall be a complete discharge of any liability for the making of such payment under the provisions of the Plan.

**7.10 Indemnification of the Administrator.** The Administrator shall be indemnified by the Town against any and all liabilities arising by reason of any act made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

## ARTICLE VIII. MISCELLANEOUS

**8.1 Non-guarantee of Employment.** Nothing contained in this Plan shall be construed as a contract of employment between the Town and any Employee, or as a right of any Employee to be continued in the employment of the Town, or as a limitation of the right of the Town to discharge any of its Employees, with or without cause.

**8.2 Rights of Town's Assets.** No Employee or beneficiary shall have any right to, or interest in, any assets of the Town upon termination of employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under this Plan to such Employee or beneficiary. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Town and the Administrator shall not be liable therefore in any manner.

**8.3 Non-alienation of Benefits.** Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse or former spouse; or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Town shall not in any manner be liable for,

or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

**8.4 Divestment of Benefits.** Subject only to the specific provisions of this Plan, nothing shall be deemed to divest a Participant a right to the benefit to which the Participant becomes entitled in accordance with the provisions of this Plan.

**8.5 Discontinuance of Contributions.** In the event of a permanent discontinuance of contributions to the Plan, all Participants shall receive any and all benefits to which they were entitled as of the date the discontinuance of contributions occurred.

#### **ARTICLE IX. AMENDMENTS OR ACTION BY TOWN**

**9.1 Amendments.** The Town reserves the right to make from time to time any amendment or amendments to this Plan, provided, however, that the Town may make any amendment it determines necessary or desirable, with or without retroactive effect, to comply with law.

**9.2 Action by Town.** Any action by the Town under this Plan must be by resolution of its Selectboard, or subsequently by any person or persons authorized by resolution of said Board.

#### **Article X. Plan Termination**

**10.1 Right to Terminate.** In accordance with the procedures set forth in this Section, the Town may terminate the Plan at any time. In the event of the dissolution, merger, consolidation or reorganization of the Town, the Plan shall terminate unless the Plan is continued by a successor to the Town in accordance with a resolution of its Selectboard.

**10.2 Plan Termination.** Upon termination of the Plan, the rights of all Participants affected thereby shall become payable as the Administrator may direct. Such direction may include:

- (a) a continuation of the Plan in order to pay balances in accordance with Article V, or
- (b) a distribution of the balances remaining to the Participant's credit, after payment of any expenses properly chargeable thereto.

#### **Section 609 - Employee Assistance Plan**

The Town provides each of its employees with a comprehensive Employee Assistance Plan (EAP) as provided through the Vermont League of Cities and Towns. This program provides for confidential third party counseling services designed to assist employees and their families in addressing a myriad of work or non-work problems including but not limited to: substance abuse, anger management, stress, legal issues, depression, grief, parenting, abuse, etc. The EAP and the services change from time to time, so employees are encouraged to review the current listing of services provided which is available through the Personnel Department or by calling 1-800-287-2173 for further information and assistance. This is a free service.

#### **Section 610 - Short Term Disability**

The Town shall provide to its full-time employees, group short-term disability insurance coverage. The benefits of this program are intended to insure that a portion of an employee's income continues during periods of short-term disability (i.e. up to 50% of the employee's base salary). This benefit begins on the 31<sup>st</sup> day of the employee's disability and continues for up to 52 weeks. The cost of this program is funded (100%) by the Town and participation is subject to the terms established by the policy provider. See Personnel Dept. for further details of this program).

#### **Section 611 - Employee Life, Accidental Death & Dismemberment**

The Town will provide each full-time employee with a group employee life insurance policy. The policy will provide the employee with benefits equal to the employee's annual base pay rounded up to the next \$1,000. Said benefits shall be paid to the employee's estate upon his/her demise. See plan documents for further details on specific terms and benefits.

The cost of this program is funded (100%) by the Town and participation is subject to the terms established by the policy provider. This benefit has no cash value, is non-compensatory and terminates upon separation by the employee.

### **Section 612 - Dependent Life, Accidental Death & Dismemberment**

The Town will provide each full-time employee with a group dependent life insurance policy. The policy will provide the employee with benefits equal to \$3,000 in the event of the death of the employee's spouse, \$2,000 upon the death of a child between the ages of six (6) months to age 19 years and \$500 for a child under the age of six (6) months. See plan documents for further details on specific terms and benefits.

The cost of this program is funded (100%) by the Town and participation is subject to the terms established by the policy provider. This benefit has no cash value, is non-compensatory and terminates upon separation by the employee.

### **Section 613 - Consolidated Omnibus Budget Reconciliation Act (COBRA)**

The Consolidated Omnibus Budget Reconciliation Act of 1985 (P.L. 99-272) requires that employees and their dependents shall remain eligible for continuation of employer sponsored health benefit plans.

In general, employees who voluntarily or involuntarily terminate their employment with the Town of Hartford shall have the opportunity to continue their participation in the Town's sponsored group health care insurance program for a period of up to eighteen (18) months after the date of separation.

These benefits shall also be available to the employee's dependents, spouses in the case of death, divorce or legal separation, ineligibility of dependent's children due to age or student status or employee's eligibility for Medicare.

## **Article VII – Personnel Actions**

### **Section 701 - Evaluations**

All employees of the Town of Hartford will be evaluated as to their job performance a minimum of once each year. The purpose of conducting employee evaluations is to provide constructive assessment of an employee's performance as well as to offer guidance and instruction for improved performance. Employees shall also complete a "self-evaluation" form as part of the overall evaluation process.

Evaluations will be in writing and signed by both the employee and the Department Head following a conference during which the evaluation is discussed with the employee. The signature of the employee is not intended to indicate that he or she agrees with the evaluation but only to acknowledge that the evaluation has been shown to them and discussed.

The signed, written evaluation will then be provided to the employee and a copy shall be placed into the employee's file. The employee may attach a statement noting a response to the evaluation if they so desire.

Employees, or their designated representatives, may at any time during regular working hours, view his/her employee file in the presence of the Town Manager or his/her designated representative. The content of an employee's personnel file is to be considered privileged and confidential with access to be authorized on an "as needed" basis by bona fide authorities as provided by law.

Personnel records are public records under Vermont law. That the Town will treat personnel files as confidential for safekeeping purposes does not otherwise exempt them from public inspection and copying under Vermont's Access to Public Records Law. While "personal documents relating to an individual, including information in any files maintained to hire, evaluate, promote or discipline any employee of a public agency, information in any files relating to personal finances, medical or psychological facts concerning any individual or corporation" may exempt certain portions of personnel records pursuant to 1 V.S.A. § 317(c)(7) the Vermont Supreme Court has held that this "personal documents exception" applies only to documents that reveal intimate details of a person's life, including any information that might subject the person to embarrassment, harassment, disgrace, or loss of employment or friends. Even then, a document might be subject to public production if the public interest in disclosure outweighs the invasion of the individual's privacy.

Any evaluation that results in an overall rating of less than satisfactory (<70 or the numerical equivalent) will result in the imposition of a probationary period. Improved performance in the area of concern and a subsequent satisfactory evaluation will result in the end of the probationary status.

Failure to improve during the probationary period may result in suspension with or without pay or termination. During this type of probationary period there shall be no reduction in pay or benefits for the affected employee.

### **Section 702 – Promotions, Transfers and Temporary Service Out of Grade**

Vacancies in positions above the lowest rank in any department in the Town shall be filled as far as is practical by the promotion of employees already in the Town's service. Promotion in every case must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of affecting an increase in compensation.

Department Heads will advise employees within the Town of the existence of vacancies that are to be filled through a promotion. Notice of the vacancy shall be conspicuously posted in a location central to each department for a period of no less than five (5) days prior to hiring as described herein. This requirement shall not apply to Emergency Appointments.

All promotions shall be subject to a probationary period equal to six (6) months. If during the probationary period the Town determines that the job is not being satisfactorily performed, the employee shall be returned to his/her former job and level of compensation or a comparable position if one exists.

In cases where employees are asked to serve temporarily in positions out of their specified grade for periods of thirty (30) consecutive days or longer, the employee will be awarded additional compensation equal to 5% over and above their customary base wage for actual hours worked in this capacity.

Assignments of this nature will be made at the discretion of the Town. Employees will not be required to accept such assignments.

### **Section 703 - Discipline & Discharge**

All Town of Hartford employees are considered to be "at-will" (except those employees whose employment relationship with the Town of Hartford is covered by a specific statute or separate written contract that provides otherwise), which means that the employment relationship can be terminated by either the employer or the employee at any time, for any non-discriminatory reason, with or without notice. Accordingly, these policies do not alter the at-will status of the employee. No oral or written statement or conduct of any agent of the Town of Hartford shall alter the employee's at-will status unless written consent is provided by a duly authorized agent of the Town of Hartford.

While the Town of Hartford expressly reserves the right to terminate the employment relationship at will, conduct such as, but not limited to, the examples below are or may be causes for disciplinary action up to and including discharge:

- Inefficiency, incapacity, or incompetence
- Insubordination
- Misconduct or immoral conduct
- Disrespectful or disruptive behavior
- Intoxication or drug abuse while on duty
- Violations of Law
- Fighting
- Non-payment of bills
- Theft
- Untimely Reporting of Hours Worked
- Dishonesty
- Stealing Town property
- Falsifying reports
- Sleeping on the job
- Any violation of these policies, departmental rules and/or regulations
- Unauthorized absence from duty
- Poor work performance

The above-referenced list not intended to be all-inclusive and does not constitute a promise on the part of the Town of Hartford for specific treatment in a specific situation. All disciplinary action is solely within the discretion of the Town of Hartford.

Discipline may, depending upon the circumstances, be applied in a progressive fashion. Again, the Town of Hartford has the discretion to terminate the employment relationship at will, at any time, without utilizing progressive disciplinary procedures. Disciplinary action may, however, in the discretion of the Town of Hartford, be taken as follows:

A Supervisor may make an oral reprimand; a written reprimand, an emergency suspension with or without pay in accordance with the terms outlined below, for the rest of the shift an employee is scheduled to work, or written recommendation for other action to the Department Head. All oral or written reprimands or emergency suspensions or disciplinary action shall be documented by the Supervisor in a memo submitted to the Department Head.

The Department Head may make oral or written reprimands and/or suspensions, with or without pay in accordance with the terms outlined below, for up to two (2) weeks. Suspensions for longer periods, demotions or dismissals may only occur after written recommendation and approval of the Town Manager.

Due Process considerations allow for the suspension of employees without pay provided; 1. there is a significant interest in immediately suspending; 2. the suspended employee receives a sufficiently prompt post-suspension hearing; 3. fringe benefits are not affected; and 4. reasonable grounds exist to believe that the charges against the employee are true and support the proposed action.

The employee has the right to appeal any action of a Supervisor to the Department Head, and any action of a Department Head to the Town Manager. In cases involving a suspension, demotion or termination, the affected employee shall be afforded the opportunity to state his/her case to the Town Manager prior to the implementation of any suspension, demotion or dismissal. Further, the employee has the right to any further action as may be provided for in State law.

### **Section 704 - Demotions**

A Town employee may be demoted to a position of lower classification for which he or she is qualified, for any of the following reasons:

- 1) **Position Abolished:** When an employee would be otherwise laid off because a position is being abolished or discontinued.
- 2) **Position Reclassified:** When a position is being reclassified to a higher classification for which the employee does not have the required qualifications.
- 3) **Replaced Employee Returning from Authorized Leave:** When another employee returns to work from authorized leave to the position, in accordance with the rules on leave herein.
- 4) **Lack of Qualification:** When an employee does not possess, or loses, the necessary qualifications to render satisfactory service in the position held.
- 5) **Voluntary Request:** When an employee voluntarily requests such a demotion and a position is available at the lower classification for which the employee is qualified.
- 6) **Disciplinary Action:** As a disciplinary action in conformance with the provisions of these guidelines pertaining to discipline.
- 7) **Reduction in Pay:** An employee demoted for any reason shall also have a reduction in salary to a level commensurate with the reduced job assignment.

### **Section 705 - Reduction in Force (RIF)**

A reduction in force will be undertaken only when the best interests of the Town requires it. Any reduction in force will be undertaken in a manner that minimizes the adverse effects of the Town and affects the least number of employees as possible. In the event that a reduction in force is necessary, lay-offs within the affected department or classification will be made in accordance with the following procedure:

- 1) Employees within the affected department or classification who have not completed their probationary period will be terminated. Such employees shall have no recall rights. The Town Manager will determine which probationary employees will be terminated if fewer than the total number of probationary employees are to be terminated. This determination shall be based, in part, upon considerations of the qualifications of the employees, the evaluations received and the length of time with the Town.
- 2) Employees with the least departmental seniority shall be laid off first. However, a more senior employee may be laid off if that employee does not have the skills or qualifications required to do the available work, and a less senior employee does have the required skills or qualifications.
- 3) Employees who are notified that they are to be laid off shall have the right to "bump" a less senior employee in that employee's own department, provided that the employee has the skills or qualifications required to do the work of the "bumped" employee. Such an action shall be considered to be a voluntary request for demotion, if the position being sought is at a lower classification.

### **Section 706 - Recall**

It is the policy of the Town to recall employees who are on lay-off as vacancies occur within the Town service for which the employees are qualified. Such recall shall be used to fill vacancies before new employees are recruited or hired.

- 1) **Order of Recall:** Employees who are on lay-off shall be recalled in order of seniority within the Department which is increasing its work force. The employee with the most seniority will be recalled first, provided however, that the employee has the skills or qualifications required to do the available work.
- 2) **Qualifications:** Whether an employee has the skills or qualifications to perform available work will be determined by the Town Manager. The Town may use an evaluation process which fairly measures an employee's past work, present job abilities, and the employee's potential for improvement.
- 3) **Reporting After Recall:** An employee who is on lay-off and is recalled must notify the Town of his/her intention to return to work on a certain date within three (3) working days of the recall notice. Recall notices shall be sent to the employee's last known address. Failure to notify the Town within three (3) working days shall result in a loss of all seniority and further recall rights. In exceptional or unusual circumstances, the Town Manager may extend the reporting period to a maximum of five (5) working days.
- 4) **Limitation:** An employee who is on lay-off and who has not received notification of recall within one (1) year from the date of lay-off, shall lose all seniority and recall rights.

## **Section 707 - Grievances**

For the purposes of this document, the term "grievance" shall refer to any dispute, interpretation, application or violation of the terms and conditions of these policies and procedures. The following procedures are intended to provide employees with a specific process for redressing such concerns. This process may also be used to address other concerns of employees that may be outside the content of this document.

For purposes of this section, reference to work days will denote Monday through Fridays (not including holidays).

Grievances shall be processed as follows:

**Step 1:** An employee must present his/her grievance to their immediate Supervisor within seven (7) working days of the event or knowledge of the event-giving rise to the grievance. The grievance must be in writing and specify the policy or procedure the employee believes has been violated or improperly applied along with the date of the event, and the requested resolution to the grievance. The Supervisor will respond in writing to the employee within seven (7) working days of his/her receipt of the employee's grievance. The response will include the basis for his/her decision.

In the event that an employee is not satisfied with the response to their grievance, they may appeal the matter to Step 2 of this procedure.

**Step 2:** The employee may submit within seven (7) working days of the Step 1 decision, his/her grievance to their Department Head. Submission of a grievance to their Department Head will include all materials submitted in Step 1. The Department Head will respond in writing and within seven (7) working days of receiving the employee's written grievance. The response will include the basis for his/her decision.

In the event that an employee is not satisfied with the response to their grievance, they may appeal the matter to Step 3 of this procedure.

**Step 3:** The employee may submit within seven (7) working days of the Step 2 decision, his/her grievance to the Town Manager. Submission of a grievance to the Town Manager will include all materials submitted in Step 2. The Town Manager will respond in writing and within seven (7) working days of receiving the employee's written grievance. The response will include the basis for his/her decision.

## **Section 708 - Resignation**

Non-Exempt employees of the Town who voluntarily resign from their employment with the Town shall give at least two (2) weeks written notice of their intent to resign from their employment with the Town. Such resignation notice shall be submitted to the Supervisor or Department Head.

Exempt employees who voluntarily resign from their employment with the Town are asked to give at least four (4) weeks written notice. Such notice shall be submitted to the Department Head or in the case of a Department Head to the Town Manager.

The Town Manager may waive the notice requirements when it is determined to be in the best interests of the Town.

## **Section 709 - Exit Interviews**

To assist the Town and the employee, an exit interview shall be conducted by the Personnel Department when an employee leaves the service of the Town. The Department Head may also conduct an exit interview if he/she desires. This interview shall include a review of accrued vacation, conversion of health insurance rights, other insurance coverage, clearance of any other accounts, and any other questions that may arise concerning the termination of employment.

The exit interview should be completed before the employee will receive his/her final paycheck, however, when appropriate such an interview may be conducted over the phone or by mail if necessary. The Exit Interview will become a permanent part of the employee's personnel file.

## **Section 710 - Employee Termination Process**

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

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

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

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

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

If a request for a post-termination hearing is made, the Town Manager will provide the employee with a notice informing the employee of the date, time, and place of the post-termination hearing before the Town



Manager. The notice will inform the employee of his or her right to be represented by counsel, to present and cross-examine witnesses and to offer supporting documents and evidence. The notice of will also inform the employee of his or her right to have the hearing conducted in executive session in accordance with 1 V.S.A. § 313.

At the post-termination hearing, the employee will be afforded the opportunity to address the basis for termination by hearing and examining the evidence presented against the employee, cross-examining witnesses and presenting evidence on his/her behalf. The Town Manager will make such determinations as may be necessary in the event of evidentiary objections or disputes. When the hearing is adjourned, the Town Manager, under the authority granted by 1 V.S.A. § 313(e), will consider the evidence presented in the hearing in deliberative session.

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

## **Article VIII – Other**

### **Section 801 - Severability Clause**

These General Personnel Policies and Procedures constitute the Town's sole statement relative to the terms and conditions of employment with the Town of Hartford. It is also understood that it is not the intent of the Town to abridge or limit in any way any rights or privileges or in any way be inconsistent with State or Federal law. Should any aspect of these policies be held to violate a Federal or State law, all other provisions shall remain in force. Should any provision of the agreement be found to be in conflict with local law, ordinance or rule, the policy shall prevail.

**Dated this 8th day of June, 2004, effective July 1<sup>st</sup>, 2004.**

**Amended this 23 day of July, effective July 23, 2013.**

TOWN OF HARTFORD, VERMONT

SELECTBOARD

Chuck Wooster, Chair

Simon Dennis

Kenneth Parker

Alex DeFelice

Bethany Fleishman



## **Addenda/Attachments**

The following documents are an integral part of the Town's General Personnel Policies. These forms are to be used in the furtherance of the Town's policies and procedures as they relate to the employment relationship.

### **TOWN OF HARTFORD, VERMONT**

#### **EXPENSE REIMBURSEMENT POLICY**

The following categories of expenses are intended to serve as a guide to employees relative to their expectations for reimbursement for costs they incur in the execution of their duties and service to the Town. These limits shall prevail in all cases unless prior written exemption is issued.

All expenses for which employees desire reimbursement must receive approval by the applicable Department Head prior to the time the expense is incurred by the employee. This schedule of expenses shall be subject to change from time to time to reflect changes in such costs.

It is expected that every employee will use sound judgment, be prudent and otherwise endeavor to obtain necessary services at reasonable costs representing value and economy for the Town.

Employees wishing to receive reimbursement for such expenses up to the limits below will be required to submit paid invoices and/or receipts clearly indicating the expense/service received, the vendors name and the date on which the expense was incurred. Expenses lacking this documentation or acceptable substitute documentation as determined by the Town's Finance Department or amounts in excess of the limits below shall not be reimbursed by the Town.

<b>Expense</b>	<b>Per Diem/Unit Limit</b>
Mileage	Prevailing IRS <15,000 mile rate
Meals:	
Breakfast	\$ 10.00/meal
Lunch	\$ 15.00/meal
Dinner	\$ 20.00/meal
(Note: Alcoholic beverages are not eligible for reimbursement)	
Lodging	Prevailing Single Economy Rate
Misc. Expenses:	As required and pre-approved by Department Head
Tolls	As required
Parking	As required
Telephone	As required for work related calls
Travel	Advance reservation, coach class fares



**TOWN OF HARTFORD, VERMONT**

**STATEMENT OF POLICY RECEIPT & UNDERSTANDING**

I, \_\_\_\_\_, the undersigned employee hereby certify that I have received, read and understand the Town of Hartford's General Personnel Policy and a Job Description governing my position/title in effect at the time of my hire.

I received a copy of the Town's personnel policy on \_\_\_\_\_;

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

It is understood that these written policies take precedent over any verbal representations previously made as to the terms of my employment, compensation or benefits associated with my employment unless otherwise specified in writing by the hiring authority.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature



## TOWN OF HARTFORD, VERMONT

### PRE-EMPLOYMENT - GENERAL RELEASE OF PERSONAL INFORMATION

I, \_\_\_\_\_, in consideration of my candidacy for employment with the Town do hereby authorize a review and full disclosure of all records concerning myself to any authorized agent of the Town of Hartford, Vermont, whether or not said records are of a public, private or of a confidential nature.

I also grant the Town of Hartford access to any and all criminal records held by any law enforcement agency. I also grant the Town access to credit records of any kind held by any credit reporting agency or other institution including the U.S. Internal Revenue Service. Investigations may also include but are not limited to the following:

1. Criminal/Civil Action Check/IRS Investigation(s), including all pending litigation;
2. Wants and Warrants;
3. Driving Record and License Check;
4. Credit History Check, where permitted by, and in compliance with, State and federal law;
5. Verification of college/university degrees and honors;
6. Verification of professional license(s) and standing.

Furthermore, I authorize the Town to contact my references as submitted and/or any other person who might provide information as to my qualifications or fitness for employment. Any State or Federal agency, private business, branch of the military of the National Personnel Records Center, personal reference, and/or other persons concerning my earnings history and employment records, worker's compensation claims, (after a conditional offer of employment is made) general reputation, or character. Such inquiries may include but are not limited to the following:

1. Former employers;
2. Branch of the military;
3. Colleges and/or Universities or other institutions of learning;
4. Police Departments, Courts, etc.;
5. Professional standards and licensing boards or authorities;
6. Any State or Federal agency, private business, personal reference, board or associations, etc.

I understand that any information obtained by a personal history background investigation which is developed directly, in whole or in part, upon this release will be considered in determining my suitability for employment by the Town of Hartford, Vermont.

I voluntarily and knowingly and unconditionally release any named or unnamed informant, the Town of Hartford and its employees, representatives, subcontractors, affiliates and agents or any other source of information from any and all liability resulting from the furnishing of this information. This authorization shall be valid for one (1) year from the date signed and a photographic or faxed copy of the authorization shall be as valid as the original. In compliance with the 1990 Americans with Disabilities Act, a worker compensation search may only be requested when a conditional job offer exists.

Finally, I also understand that any offer of employment that I may receive is contingent upon the successful review of the checks and verifications described above. Accordingly, I certify that I have provided the Town, to the best of my knowledge, with accurate information about my educational, employment, financial and personal background. I understand that in the event that the information that I have provided is, in the opinion of the Town of Hartford, found to be misleading or materially inaccurate, I understand that I will no longer be considered for employment and may be terminated if I have already been offered and accepted employment with the Town.

My signature below indicates my understanding of the above and my release from all liability the Town of Hartford, and any subcontractors, employees or agents it may use to obtain such information.

My Social Security Number is: \_\_\_\_\_ My Date of Birth is: \_\_\_\_\_

My current address is: \_\_\_\_\_

My prior address was: \_\_\_\_\_

Signed:

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Date



**TOWN OF HARTFORD, VERMONT**

**POST-EMPLOYMENT - GENERAL RELEASE OF PERSONAL INFORMATION**

I, \_\_\_\_\_, in an effort to provide my new employer, et al, with information about my performance as an employee with the Town of Hartford, do hereby authorize a review and full disclosure of all records (excluding medical or other records exempted by Federal law) held by the Town of Hartford concerning myself to any authorized agent of my new/prospective employer; \_\_\_\_\_, whether or not said records are of a public, private or of a confidential nature including but not limited to personal references, my earnings history and general employment records, training records, worker's compensation claims, performance evaluations, general reputation, background records (inc. criminal, driving and credit investigations, etc.), medical records, accident or injury reports or personal other materials of a personal or professional nature.

I understand that any information obtained through this release that is developed directly or indirectly, in whole or in part, upon this release may be used in determining my suitability for employment. I voluntarily and knowingly and unconditionally release any named or unnamed informant, the Town of Hartford and its employees, representatives, subcontractors, affiliates and agents or any other source of information from any and all liability resulting from the furnishing/release of this information. This authorization shall be valid for one (1) year from the date signed and a photographic or faxed copy of the authorization shall be as valid as the original.

My signature below indicates my understanding of the above and my release from all liability the Town of Hartford, and any subcontractors, employees or agents it may use to provide such information.

My Social Security Number is: \_\_\_\_\_ My Date of Birth is: \_\_\_\_\_

My current address is: \_\_\_\_\_

My prior address was: \_\_\_\_\_

Signed:

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Date