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# GENERAL RULES & PERSONNEL REGULATIONS

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City of Essex Junction



MARCH 12, 2025

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## **Introduction**

This manual has been prepared to assist officials and employees of the City of Essex Junction. Our community expects a high level of service from each of us and will, undoubtedly, receive it as long as everyone “gives their best.” As an official or employee of the City of Essex Junction, you are in fact working for each and every taxpayer who contributes to the support of the Municipal government.

The registered voters of the City of Essex Junction elect a City Council. The City Council is charged with the responsibility of establishing policy within the limits and provisions of the City Charter and State Statutes.

The City of Essex Junction operates under the Council-Manager form of government. This type of municipal operation is very similar to the way a business operates. Essex Junction’s citizens receive a great variety of services through the various Municipal departments such as Fire, Public Works, Water, Wastewater, Library, Administration, Community Development, and Parks & Recreation.

The taxpayers at the City’s Annual Meeting adopt a budget for each year’s operation. The various departments are operated within this budget under the general direction of the City Manager. Although, as a Municipal employee, your job involves serving the taxpayers, there is a chain of command. In most cases, your Department Head is your immediate supervisor and above that is the City Manager and the City Council.

## **Purpose, Enactment and Effect**

It is the purpose of these Personnel Regulations (“Regulations”) to establish formal procedures for administrative action concerning personnel. The Regulations are enacted pursuant to 24 VSA Section 1121 and 1122.

Any statute, City Charter, or Collective Bargaining Agreement provision that is contrary to these Regulations shall take precedence over these Regulations. If any provision of these Regulations is held invalid, such invalidity shall not affect other provisions or applications of these Regulations.

## **Mission Statement**

Our purpose is to support and enrich the lives and community spirit of our citizens through efficient and effective provision of the following services: highway, general administration, water, wastewater, sanitation, library, community development, fire protection, and parks & recreation.

## **Goal Statement**

1. To be responsive to citizens’ desires to shape their community by balancing the diverse demands of the present generation with anticipated future needs and maximizing the use of resources by delivering quality public services.

2. To retain and attract quality, customer-oriented employees by providing an environment that encourages, rewards, and recognizes employees for hard work, efficiency, creativity and enthusiasm.

## **Organizational Values**

The City of Essex Junction values its residents. It strives to listen to the residents and go the extra mile to address their concerns.

The City of Essex Junction values its employees. It strives to have progressive personnel policies and encourages continuous learning.

Employees can show their commitment to the City of Essex Junction through professionalism, creativity, and exceptional service.

The quality of life and environment within the City of Essex Junction are enhanced by a partnership and spirit of close cooperation among its citizens, elected and appointed officials and City employees.

Each one of us is the City.

Each one of us is striving for success.

We make the difference between a good organization and an excellent one.

As such, we value and will strive to adhere to the following principles in all our actions:

**Practice Open, Honest, and Accessible Communication** – Talk straight to each other. Listen to and appreciate each other's thoughts and ideas. Confront issues in a positive, constructive manner. Encourage and seek participation by the people who will be affected by the decisions made.

**Demonstrate Honesty and Integrity** – Trust, integrity and a lasting working relationship are fostered when every action is conducted in a truthful and forthright manner.

**Exercise Fiscal Responsibility and Accountability** – Careful management of our financial resources demonstrates our respect for each other because it is our taxes that support our organization. Fiscal responsibility recognizes that most problems cannot be solved by money alone, and therefore, we shall employ fresh, proactive approaches and creativity in addressing issues. Fiscal responsibility is accepting responsibility for the resources entrusted to us.

**Provide Friendly and Courteous Service to All** – Our mission is serving people. Therefore, our first responsibility is delivering quality services in a friendly, effective and efficient manner. We also seek "win-win" solutions to resolve each other's concerns.

**Welcome Diversity, Equity, Inclusion and Promote Equal Opportunity** – Diversity provides a unique opportunity to learn from and understand cultures in our community. Our organization provides an environment that is equitable and inclusive to all employees and those we serve.

**Treat Others with Respect, Sensitivity and Dignity** – Live the “golden rule” in every interaction by demonstrating a deep regard for the diversity, needs, feelings and beliefs of all people and acknowledge the ideas and opinions of everyone. Make decisions that serve the best interest of all the people, including those who choose not to participate.

**Work Together as a Team** – Work cooperatively as a group to address and to resolve problems. Collaboration using the knowledge and skills of each other increases effectiveness and innovation.

**Emphasize Initiative and Creativity** – Encourage and reward new ideas. Change is welcomed because it enhances the opportunity for the organization and individuals to grow and excel.

**Support a Human Environment** – Recognize the importance of human needs such as enjoyment and satisfaction in one’s work. Provide an environment that is nurturing, spirited, caring and informal and allows individuals to stretch beyond their normal capabilities. Make certain every individual balances their professional life with their personal life. Celebrate accomplishments by consistently acknowledging good performance.

**Pursue Excellence and Professionalism** – Strive to continually improve the way we deliver services and perform our day-to-day activities by being more accurate, thorough, responsive, efficient and effective. The successful completion of a task is more important than who gets the credit. A professional attitude dictates an objective analysis of issues, free of personal biases and with a commitment to the organization and to the community.



## **ARTICLE 1**

### **General Rules for Public Officials, All Employees and Volunteers**

#### **101. Effect**

These Rules apply to all public officials, volunteer firefighters and employees of the City, regardless of the time of the creation of the position or the time of their appointment.

These Rules and Regulations are subject to change at any time by majority vote of the City Council.

#### **102. Definitions**

**Department Head** is the appointed Fire Chief or an employee who has direct supervision and responsibility for personnel of an entire municipal department.

**Employee - Full-Time** is an employee who works at least thirty (30) hours per week, year-round. Full-time employees are eligible for all benefits and may only be discharged for cause. Full-time employees who work fewer than forty (40) hours per week will have their fringe benefits, such as vacation leave, sick leave, and holiday pay, pro-rated (e.g., an employee who normally works 30 hours per week would be paid for 30 hours when taking a vacation week).

**Employee - Part-Time** is any person who routinely works fewer than thirty (30) hours per week. A part-time employee may only be discharged for cause. Part-time employees who work an average of at least 18 hours per week during the year, and who work more than 20 weeks per year, and are over age 18 are eligible for paid sick leave in accordance with state law. Part-time employees are not eligible for benefits, except those who are scheduled to work at least twenty (20) hours per week year-round are entitled to vacation, personal, holiday, and sick leave on a prorated basis. All employees have access to the Employee Assistance Program.

**"Seasonal Employee"** is any employee hired to perform services on a seasonal basis, and the dates of employment are defined upon hire. Upon completion of the season, the employee's employment will be terminated. Seasonal employees may be separated from employment prior to the end of the season for cause. Seasonal employees are not eligible for benefits and are not included in the merit pay scale.

**"Public Official"** is any person who is elected by the voters of the City or has been appointed by the City Council or appointed by the Permanent Library Trustees.

**"Volunteer Firefighter"** is any person appointed to the Essex Junction Fire Department. In accordance with the Fair Labor Standards Act, they are volunteers and not employees. Volunteer firefighters are appointed by the Essex Junction Fire Chief. All appointed volunteer firefighters may only be discharged for cause. They are not eligible for benefits, except for the Employee Assistance Program. Pay rates for volunteer firefighters are set by the Fire Chief after approval of the City budget. Volunteer firefighters are not included in the merit pay scale.

**"Library Substitute"** is any employee hired to fill in on an "as-needed basis" at the Brownell Library. Library substitutes are not eligible for benefits and are not classified in the merit pay

scale. All library substitutes are to be paid the same hourly wage as established by the Library Director and City Manager. Library Substitutes may be discharged for cause.

**“Library Volunteer”** is any person who has been offered and accepted a volunteer position at the Brownell Library. All applicants for volunteer positions at the library are required to undergo a criminal record check per Section 8 of the “Administrative Procedures Regarding Hiring.”

### **103. Equal Opportunity and Non-Discrimination**

The City of Essex Junction is committed to and adheres to equal opportunity and nondiscrimination in all aspects of employment. Candidates for employment and employees will be considered for all positions on the basis of their qualifications, abilities and job performance, regardless of race, color, religion, ancestry, national origin, place of birth, age, sex (including pregnancy), sexual orientation, genetic information, gender identity, marital status, disability, crime victim status, HIV status, veteran status, or any other classification protected by state or federal law, if the person is qualified for the position. The municipality shall, without regard to these matters, recruit, hire, upgrade, assign, and train all employees. In addition, the municipality shall administer all personnel actions, such as compensation, benefits and municipal sponsored training without regard to these matters. Reasonable accommodations will be made for employees who are qualified individuals with a disability and for any qualified person with a disability seeking employment with the municipality.

### **104. Appointments**

Where no specific rule of the City Charter is made to the contrary, the state statutes shall determine how appointments shall be made.

### **105. Records**

All records shall be available to the City Council or their representative if they are conducting an official investigation in accordance with the City Charter or acting as the Personnel Board.

### **106. Monies Received**

Every official or employee shall turn over, as soon as practical, all monies received by them in their official capacity to the Treasurer with a statement showing the source from which the same was received.

### **107. Oath**

Members of the City Council shall, before assuming their duties, take the oath prescribed by law.

### **108. Salaries**

All officials, employees and volunteer firefighters of the City shall receive such compensation as may be provided by the City Council. No official or employee receiving a salary from the municipality shall be entitled to retain any portion of any fees collected in the performance of their duties as municipal official or employee.

All municipal employees, with the exception of the volunteer firefighters, seasonal employees and library substitutes, shall receive pay increases as follows:

**108.1** On July 1, 2024, all employees will receive a one dollar and four cents (\$1.04) an hour increase in their wages; to be paid retroactively to all members employed by the City on July 1, 2024. In addition, the few individuals who remain below the minimum for their grade will be brought up to the minimum wage or salary for their grade level.

Effective July 1 2025 through June 30, 2026: An employee is eligible for an annual merit-based increase ranging from 0.0% to 4.0%. Increases shall be merit only and will be awarded based on annual evaluations. Any increase will be effective July 1 and will be reflected in the paycheck for the first full pay period of the new fiscal year.

The merit-based increases are assigned as follows:

- Evaluation score ranging from 4.5-5.0 = 4.0%
- Evaluation score ranging from 4.0-4.49 = 3.5%
- Evaluation score ranging from 3.5-3.99 = 3.0%
- Evaluation score ranging from 3.0-3.49 = 2.5%
- Evaluation score ranging from 2.5-2.99 = 2.0%
- Evaluation score ranging from 2.0-2.49 = 1.5%
- Evaluation score ranging from 1.5-1.99 = 1.0%
- Evaluation score ranging from 1.0-1.49 = 0.5%
- Evaluation score ranging from 0.00-0.99 = 0.0%

Effective July 1, 2026 through June 30, 2027: An employee is eligible for an annual merit-based increase ranging from 0.0% to 4.25%. Increases shall be merit only and will be awarded based on annual evaluations. Any increase will be effective July 1 and will be reflected in the paycheck for the first full pay period of the new fiscal year.

The merit-based increases are assigned as follows:

- Evaluation score ranging from 4.5-5.0 = 4.25%
- Evaluation score ranging from 4.0-4.49 = 3.75%
- Evaluation score ranging from 3.5-3.99 = 3.25%
- Evaluation score ranging from 3.0-3.49 = 2.75%
- Evaluation score ranging from 2.5-2.99 = 2.25%
- Evaluation score ranging from 2.0-2.49 = 1.75%
- Evaluation score ranging from 1.5-1.99 = 1.25%
- Evaluation score ranging from 1.0-1.49 = 0.75%
- Evaluation score ranging from 0.00-0.99 = 0.0%

**108.2:** An employee's change in job classification, or promotion to a new role, that results in a movement to a higher grade will result in a 5.5% increase for each grade change or pay will be the minimum for the new grade (whichever is higher). An

employee's change in job classification, or change in position, will result in a 5.5% decrease for each grade decrease.

**108.3:** An employee who takes on an interim role, defined as a Full-Time position that the employee is filling on a temporary or limited basis for situations such as maternity leave, temporary position vacancy, long term disability etc. shall be paid an interim stipend in the amount of \$100 per week. The department head shall be responsible for requesting an interim stipend and the stipend is subject to approval by the City Manager.

### **109. Termination of Office**

Every official, volunteer firefighter and employee, upon the expiration of their term or dismissal, shall deliver to their successor all books and records that may be the property of the City, and shall deliver to the City Manager any other municipal property in their possession. If no successor has been appointed within one week after the termination of office, such property shall be delivered to the City Manager or City Council.

### **110. References**

The City of Essex Junction will not provide references beyond confirming dates of employment unless a signed release for reference check is completed. All reference release forms will be submitted to HR and placed in the employee file. All reference requests are to be referred to the HR Director.

### **111. Traveling Expense**

Request for travel expense funds for official business, special education or training shall be submitted on an authorized form. Authorization forms are to be signed by the employee's supervisor. Mileage shall be reimbursed in accordance with IRS allowance and shall be computed based on employee's regular work site as base.

No municipal vehicle shall be used regularly for commuting to and from work, nor shall any public official receive mileage reimbursement for commuting to and from work, unless waived by the City Manager on a case-by-case basis.

Employees and volunteers attending conferences or other training will be reimbursed for the cost of meals. If a meal is not provided, the municipality shall reimburse according to the US General Services Administration including gratuities. In order to receive reimbursement, an Expense Voucher shall be completed and receipts provided. At no time will the municipality reimburse public officials for alcohol or tobacco related products.

### **112. Smoking**

Smoking will not be allowed inside any building or vehicle owned by the City of Essex Junction. Smoking will be permitted outdoors during designated rest breaks and in designated areas only, consistent with state statutes and regulations. For safety reasons, there will be no smoking in any area at the Water Resource Recovery Facility.

### **113. Employee Assistance Program**

The services of Invest EAP, a Vermont-based Employee Assistance Program (EAP), are available for all employees, including fire fighters, as well as all their household members. Invest EAP may be accessed 24 hours a day and seven days a week (24/7), free of charge and confidentially, for help identifying and dealing with the stressors and distractions in their life.

### **114. Open Door Policy**

The City has an open-door policy for employees. To maintain an open-door policy, employees are encouraged to discuss concerns, issues, problems, and/or ideas with Department Heads or the City Manager. If employees are unable to resolve issues with their Department Head, they may address their concerns or ideas to the City Manager with the understanding that all discussion with the City Manager may be reviewed with the Department Head. The open-door policy is not intended to be a means to override department rules or circumvent proper steps to resolve issues.

### **115. Ethics Policy**

The City has adopted a policy requiring all City of Essex Junction employees, regardless of position, elected and appointed officials, including both elected and permanent Library Trustee members, to undergo ethics training annually. This commitment to high ethical standards also extends to staff and committee members, who must complete the training at the start of their employment or appointment and continue to do so each year.

The training is available through the Vermont Ethics Commission's website, and upon completion, employees are asked to send a certificate of completion to the Human Resources Director for recordkeeping purposes.

The City of Essex Junction's Code of Ethics is modeled on the state statute 3 V.S.A. Chapter 31; 24 V.S.A. Chapter 60. The complete policy can be reviewed in Appendix VIII.

### **116. Partisan Political Activity**

Partisan political activity refers to actions aimed at promoting or opposing a candidate, political party, or partisan group. Ideally, effective local government operates in a non-partisan manner, fostering unbiased, community-centered decision-making.

#### **Prohibited Partisan Political Activities**

Employees of the City are prohibited from engaging in the following partisan political activities while in connection with the City of Essex Junction duties or resources:

##### **1. Partisan Activities at Work**

- While on duty (whether working remotely or in the office)
- Within the City of Essex Junction offices (including displaying partisan posters, buttons, hats, clothing, or other paraphernalia)
- While wearing the City of Essex Junction branded clothing or accessories
- While driving a City of Essex Junction vehicle

- When using the City of Essex Junction issued devices
  - Through the City of Essex Junction email
2. **Use of Official Authority**
    - Using one's official authority or influence to affect the outcome of an election or nomination
  3. **Soliciting or Coercing Contributions**
    - Directly or indirectly coercing contributions from colleagues for any political party or candidate
    - Soliciting political contributions from others, inviting employees to political events, or suggesting they participate in political activities
  4. **Encouraging Partisan Activity**
    - Knowingly encouraging or discouraging partisan political activities among colleagues
  5. **Engaging in Unlawful Political Conduct**
    - Participating in illegal activities related to politics that would render an employee unfit for their position

**Social Media Guidelines:** Employees may engage in political discussions on personal social media accounts outside of work hours and without representing the City of Essex Junction.

## **ARTICLE 2 Employee Rules and Regulations**

### **201. Effect**

These Rules and Regulations apply to all municipal employees and are subject to change at any time by majority vote of the City Council.

### **202. Appointment of Supervisory Personnel**

The City Manager shall appoint all personnel with departmental supervisory capacity. The City Manager shall also seek the advice of the Library Trustees in the appointment of the Library Director.

### **203. Assignment of Duties**

The City Manager and Department Head shall have the right to assign duties. Where the duties of an office are not provided by any law, the City Manager may designate such duties.

The City Manager shall approve all job descriptions or any changes thereto, except the City Manager's job description, which is approved by the City Council.

### **204. Employment of Personnel**

Department Heads shall follow the "Administrative Procedures re: Hiring" when filling positions in their departments.

### **205. Departmental Rules**

Each department's guidelines, which establish the procedures, standards, and expectations for the department, should align with the City's personnel regulations, mission statement, and any relevant association contracts. Where specific Department guidelines exist, they should be provided to each employee through their department.

### **206. Probationary Employee**

An employee is considered and remains a probationary employee until completion of one (1) year of employment and receives a satisfactory evaluation. During their probationary period, their employment shall be at will, where the municipality may terminate the employee for any or no reason.

### **207. Discharge for Cause**

After successful completion of their probationary period an employee may be suspended or discharged for cause.

Subject to its obligations to employees with disabilities, the municipality shall have cause to terminate an employee who is unable to perform the customary duties or responsibilities of their assigned position per Section 403.

### **208. Evaluations**

Performance evaluations will be conducted at least twice a year in the first year of employment (at 6 months' employment and end of one year of employment) and then before April 15th of

each year for all non-Department Head positions and May 15<sup>th</sup> for Department Head positions after that by the Supervisor with the assistance of other supervisory personnel who have observed the performance of the employee. Evaluations will be based upon general criteria applicable to all employees and such other job-specific criteria as are determined by the Supervisor. If any of the evaluation criteria that are common for all City employees change, the employees shall be notified of that change as soon as possible. If an employee is promoted or changes jobs, that employee shall be evaluated after six (6) months in the new job and at the one-year mark, then April/May 15<sup>th</sup> of each year after that. Performance evaluations shall be conducted before April/May 15<sup>th</sup> to establish merit increases effective the first full payroll of the fiscal year. To transition from anniversary date evaluations to April/May 15<sup>th</sup> evaluations, FY25 evaluations will be done on anniversary dates; then, all staff evaluations will be done by April/May 15, 2025, in preparation for the FY26 fiscal year. Guidelines for evaluations will be provided annually from the Human Resources Director or the City Manager to ensure the evaluations are being conducted consistently, and that the evaluation criteria are associated with job descriptions.

## **209. Personnel File**

An individual file shall be kept on all personnel. Each employee shall have the right to inspect their own personnel file periodically by making an appointment with the Human Resources Director for this purpose. Maintenance of personnel files shall be as outlined in the Administrative Procedures Regarding Personnel Files and Medical Records policy. Files should not leave the City offices. See Appendix XIII.

## **210. Employee Organizations**

Employees of the City may fully and freely associate themselves in organizations of their own choosing for their mutual benefit. No employee shall be required to join any such organization as a condition of employment.

## **211. Prescription Medications**

Medications prescribed by licensed physicians and used by the person for whom prescribed, at the prescribed dosage levels, do not fall within the prohibition of the City of Essex Junction Substance Misuse Policy. See Appendix IX for The Substance Misuse Policy.

However, employees who must take prescribed medications during the workday are responsible for the safekeeping of the medication(s). Failure to store the medication(s) safely and securely is cause for disciplinary action. In order that the City may protect the health and safety of all employees, and maintain the professional standards required in fulfilling its duties to the public, each employee has the duty of reporting their use of any prescription medication(s) that may affect job performance to their Department Head prior to reporting to work while using the medication(s), so that appropriate safeguards may be discussed and arranged. Failure to comply with this requirement is cause for disciplinary action.

## **212. Substance Use**

The consumption of alcoholic beverages or mind-altering drugs on any property owned by the City of Essex Junction is prohibited. No employee shall be under the influence of alcohol or any



mind-altering-drugs while working for the City. See Appendix IX for The Substance Misuse Policy.

### **213. Accidents**

Personnel involved in, or having any knowledge of, any accident to any property or equipment owned or operated by the City shall immediately report the accident and pertinent information to the Department Head and the Finance Director. In the event of any serious emergency, medical assistance shall be called immediately.

### **214. Closing a City Department**

The City Manager may close a City Department due to inclement weather, safety, employee funeral, etc. The City Council shall be notified of all such decisions. If the City Manager closes a City Department, employees shall receive full pay during normal working hours. The Library Trustees, in coordination with the Library Director, also have the authority to close the Library due to inclement weather, safety, employee funeral, etc. If the Library Trustees close the Library, Library employees shall receive full pay during normal working hours.

### **215. Building Security**

It is the responsibility of all employees to ensure that the building in which they work is secure upon closing for the day and that all doors and windows are locked. It is also an employee's responsibility to shut off the lights when they are the last person out of the building.

### **216. Absence Without Leave**

No employee may be absent from duty without permission from their Department Head. An employee absent for three (3) consecutive working days without notice shall be considered to have resigned.

### **217. Religious Belief Accommodations**

The City of Essex Junction is dedicated to respecting and accommodating the religious beliefs of employees and volunteer firefighters. We understand that these beliefs are an integral part of the employee, and the City is committed to making reasonable accommodations whenever possible, as required by law.

If you need an accommodation for your religious practices, please speak to your Department Head. You can do this by submitting a written request to your Fire Chief or Department Head. In your request, please include the name of your religion, the specific accommodation you need, the reason for the accommodation, and evidence that this requirement is non-waivable or not subject to reasonable modification.

Once we receive your request, the Fire Chief or Department Head will review it and provide you with a written response. We aim to grant reasonable accommodations whenever possible. Here are the criteria we consider:

1. **Genuinely Held Belief:** Your request must be based on a sincerely held religious belief. We may ask for verification from an individual that is aware of your sincerely held religious practices or beliefs or other proof of applicable religious doctrine if necessary.

2. Essential Functions: You must be able to perform all the essential functions of your position with the accommodation.
3. Undue Hardship: The accommodation must not impose undue hardship on the City.
4. Notification of Changes: If your circumstances change and you no longer need the accommodation, please notify the Fire Chief or Department Head immediately.
5. Non-Discrimination: The accommodation must not result in illegal discrimination against other employees or volunteer firefighters.

## **ARTICLE 3 Employee Benefits**

The benefits listed below are for full-time employees except those part-time employees scheduled to work at least 20 hours per week year-round, are entitled to paid sick leave, vacation, personal time, and holidays on a pro-rated basis. In addition, part-time employees who are 18 years of age or older, work more than 20 weeks per year, and work at least an average of 18 hours per week during the year are entitled to paid sick leave in accordance with 21 V.S.A. §§ 482-83. (See Appendix III)

Full-time employees should not accrue negative balances in their time bank unless there are extenuating circumstances subjective to approval by the City Manager.

### **301. Sick Leave**

Full-time employees will accumulate 1.5 sick days (12 hours) per month, which may be used in compliance with Vermont Sick Leave Law, Title 21 V.S.A., Chapter 5, Subchapter 4B. Sick leave may be used for additional reasons beyond Vermont Sick Leave Law at the discretion of the City Manager.

Sick time is a privilege and is to be used only for legitimate absences.

Department Heads and the City Manager will have the authority to require that an employee who is on sick leave for their own illness be examined by a physician selected by the municipality. This option would afford the City with a "second opinion" regarding sick leave. This would, of course, not prevent an employee from seeing their own physician.

### **302. Vacation**

Vacation time will be accrued at the following rates:

New Hire to 5 Years	3 weeks (10 hours/month)
5 Years to 10 Years	4 weeks (13.34 hours/month)
After 10 years	5 weeks (16.67 hours/month)
After 20 years	5 weeks, 2 days (18 hours/month)

Employees may not accrue more than 320 vacation hours at the end of the calendar year and must take at least 5 days of their yearly vacation accrual; these days need not be consecutive. If the department's staffing needs directly cause the disapproval of a timely leave request or cause a revocation of approved leave the employee shall be paid for all hours in excess of 320 vacation hours (associated with the denial) prior to the addition of the new yearly entitlement.

All requests for vacation time must be approved by the Department Head and must be made using the methods determined by the City Manager.

Employees who retire or resign with 10 business days' notice, or who are laid off for reasons of economic necessity, shall be paid for unused, accrued vacation time at the rate of pay in effect at the time of the separation. Employees who leave within the first 6 months of employment will not receive a payout for sick leave, vacation, or personal time.

### 303. Holidays

The holidays to be observed with pay are:

New Year's Day

Martin Luther King Day (3<sup>rd</sup> Monday in January)

Presidents Day\*✓

Memorial Day

Juneteenth (June 19<sup>th</sup>) ✓

Independence Day (July 4<sup>th</sup>)

Bennington Battle Day (August 16<sup>th</sup>) ✓

Labor Day (1<sup>st</sup> Monday in September)

Indigenous Peoples' Day (2<sup>nd</sup> Monday in October) ✓

Veterans Day (November 11<sup>th</sup>) ✓

Thanksgiving Day

Day after Thanksgiving Day

Workday before/after Christmas Day\*\*

Christmas Day

Three (3) personal holidays (choice of the employee) \*\*\*

\* The Administration, Community Development, and Library departments shall close on President's Day. In lieu of President's Day, Public Works and the Water Resource Recovery Facility departments shall take the day off before or after July 4th as decided upon by the City Manager by May 1<sup>st</sup>.

✓ The Essex Junction Recreation and Parks will not close on Presidents Day, Juneteenth, Bennington Battle Day, Indigenous Peoples' Day and Veterans Day, unless these days align with a day that the Essex Westford School District is scheduled to be off. In lieu of these holidays, Essex Junction Recreation and Parks shall close when the Essex Westford School District is closed due to inclement weather.

If by May 1 there have not been 5 closed days, employees will be given the remaining days as personal holidays. Employees shall work or use paid leave for any additional days beyond 5 that schools are closed.

\*\* Workday before or workday after Christmas. Date will be set by the City Manager by May 1<sup>st</sup> of each year.

\*\*\* Personal Holidays may be taken in increments of ½ hour or more at a time.

If an employee is on authorized sick leave during a paid holiday, the employee will not be assessed sick leave for that day.

Holiday pay will be for eight (8) hours in a day. Teams shall make provisions for how to handle holidays.

Whenever possible, the City of Essex Junction will follow the federally recognized dates for these holidays. If a holiday falls on a Saturday, the Friday before is the observed holiday. If a holiday falls on a Sunday, the following Monday is the observed holiday. Should a holiday fall on a Saturday, the Library will close. Scheduled staff have the option to use earned leave or make up the time by shifting their schedules to work during the week.

### **304. Various Insurances**

The first of the month after the date of hire, employees shall be eligible for the City's Health Plan, Cafeteria Plan, Dental Plan, and Vision Plan. Effective on date of hire employees shall be eligible for the Life Insurance Plan, Short Term Disability, the Retirement Savings Program, sick, vacation, holiday, personal days.

**304.1 Health Insurance:** The City shall enroll all full-time employees in Group Health Insurance plans covering the employee and dependents of the employee, unless the employee opts out. When an employee's employment terminates, the health plan will terminate at the end of that month in which the employee has their last workday. Benefits will be provided in accordance with Federal law (i.e., COBRA) or state law for civil union partners.

(a) Employees will contribute towards the health insurance premiums as follows:

- Effective January 1, 2025 Employees will pay a dollar amount equal to 5.0% of the cost of premium
- Effective January 1, 2026: Employees will pay a dollar amount equal to 6.0% of the cost of the premium
- Effective January 1, 2027: Employees will pay a dollar amount equal to 6.0% of the cost of the premium

(b) The employee contribution to the medical premium will be paid through (pre-tax) payroll deduction.

(c) Regarding cost of deductibles, co-payments, and co-insurance associated with covered benefits, the City shall be responsible for the first eighty percent (80%) and the employee shall be responsible for the remaining twenty percent (20%)

(d) If an employee opts out of the City's health insurance and provides evidence that the employee has health insurance through another source, 35% of the City's cost of the plan premium for which the employee is eligible shall be paid to the employee monthly. The opt-out payment is taxable income to the employee.

(e) Health benefits provided to an employee's domestic partner are subject to taxation under federal law. Since the City's health benefits are offered on a pre-tax basis for employees, the value of the benefits extended to a domestic partner is considered taxable income.

Employees should account for this taxable income when filing their tax returns. For further guidance, employees are encouraged to consult a tax professional or refer to IRS regulations.

**304.2 Cafeteria Plan (Optional)** The City shall offer a Section 125 (Cafeteria Plan) to all full-time employees. The plan shall include the following components:

- (a) Premium Conversion: Allows employee paid premiums to be paid with pre-tax dollars.
- (b) Election of Dependent Care Assistance: Allows up to the maximum IRS allowed amount per year to be deducted pre-tax from employee's pay to be reimbursed to the employee to pay eligible dependent care expenses.
- (c) Flexible Spending Account for Health Care Reimbursement: Allows up to the maximum IRS allowed amount per year to be deducted pre-tax from employee's pay to be reimbursed to the employee to pay eligible (not reimbursed by insurance) health care expenses.

**304.3 Dental and Vision Insurance:** The City provides dental and vision insurance for all full-time employees and dependents at no cost to the employee.

**304.4. Life Insurance:** A life insurance policy shall be carried for each full-time employee with a death benefit payable to the employee's named beneficiary of 2 ½ times base salary up to \$100,000. The IRS-determined value of the insurance amount that exceeds \$50,000 is taxable subject to the IRS valuation table which is based on an employee's age and the dollar amount of insurance coverage that exceeds \$50,000.

**304.5. Short Term Disability:** A policy shall be carried providing a weekly benefit to each full-time employee in the event of time lost from work due to non-occupational accident or sickness. The weekly benefit is 66.66% of base salary up to \$400.

**304.6. Retirement Savings Plan:** For employees hired before October 1, 2021. The City will continue to provide the current 401(a) plan. Employees shall continue to contribute 5% of their regular income and the City shall continue to contribute 10%. The current retirement plan is the 401(a) Mission Square and MSQ Trust Series plan.

Employees who were hired before July 1, 2021, and had the option to enroll in Vermont Municipal Employees' Retirement System ("VMERS") VMERS C but declined enrollment at the time (original offering effective 7/1/21), can join VMERS at a future date, at the beginning of the nearest quarter. These employees must contact Human Resources and VMERS for the required election form. However, if an employee chooses not to join when originally offered (effective 7/1/21) and wants to receive VMERS service credit

for municipal time between 7/1/21 and the date in which they opted to join, the member may “purchase” of service credits for this time frame. The member is solely responsible for purchasing those credits.

The current retirement plan is VMERS. Employees hired after July 1, 2024 must join either VMERS C or VMERS DC Retirement Plan once eligible.

The City shall contribute the VMERS required employer contribution amounts for all employees participating in the VMERS C and VMERS DC retirement plan. Each participant is required to contribute the employee required contribution amount as required by the plan.

The City accepts no responsibility for the security of funds or investments, or the outcomes of monies deposited in the retirement plan on behalf of employees.

### **305. Leave of Absence**

**305.1 Leave of Absence Without Pay:** Any request for a leave of absence must be submitted in writing to an employee’s immediate supervisor. The request should include the reason for the leave and the approximate duration of the absence. Written authorization for leaves of absence will be provided by the employee’s immediate supervisor. However, FMLA leave requests supersede this process and must comply with all federal laws related to FMLA-qualifying leave.

- **Maximum Length:** The maximum length of leave that may be requested will be determined by the City Manager and any applicable legal requirements.
- **Continuation of Benefits:** Benefits may continue during the leave of absence, but this is subject to the terms of the benefits plan and/or the Consolidated Omnibus Budget Reconciliation Act.
- **Health Contributions:** While on unpaid leave, an employee may be responsible for paying the employee’s health contributions or the entire premium depending on circumstances of the leave. The method of payment should be arranged with the Human Resources department prior to the start of the leave.
- **When Benefits Stop:** Benefits will stop if the leave exceeds the period allowed by the benefits plan.

**305.2 Bereavement Leave:** Paid leave of absence for bereavement of immediate family, including pregnancy loss, may be granted upon approval of the Human Resources Director in coordination with an employee’s Department Head. These personal leaves shall not exceed five (5) days in anyone fiscal year.

The City Manager, at his or her discretion, may grant additional bereavement leave in excess of five (5) days in one year in cases where an employee has experienced the death of an immediate family.

Immediate family shall include the employee’s spouse, domestic partner, child, (including stepchild or any children who live with the employee for whom the employee provides care), parent or step-parent, siblings, grandparents, grandchildren, and immediate family of spouse/domestic partner.

One (1) day leave per fiscal year, with pay shall be granted in the event of the death of any other family member, fellow employee, or family friend with approval of the City Manager. The City Manager, at their discretion, may grant one additional day leave with pay in the event of another death of other family member, fellow employee, or family friend in the same fiscal year.

In the event that a member of an employee's immediate family undergoes long-term hospitalization for serious or terminal illness, the administration will consider, on a case-by-case basis, allowing the employee to borrow sick days, up to a maximum of one (1) year's limit, providing the employee has no accumulated sick leave. The employee should submit a written request to Human Resources to borrow time. Should the employee terminate their employment with the City, the value of borrowed sick days shall be subtracted from any monies owed the employee at time of termination. In order to borrow leave from their future accruals, the employee must sign a form that authorizes the reduction from final pay in the event the employee terminates employment with the City prior to earning enough leave that eliminates the negative balance.

### **305.3. MATERNITY LEAVE**

Full-time employees may take six (6) weeks for vaginal delivery, or continuous eight (8) weeks for caesarian delivery, beginning on the delivery day and receive from the City that portion of their regular salary that is not paid by short-term disability for those six weeks (eight weeks for caesarian). Employees shall not receive over 100% of their usual wage from these combined sources during maternity leave. Accumulated sick leave time may be used for maternity leave before delivery. For maternity leaves of more than six weeks (eight weeks for caesarian) after delivery for medical reasons, the City's disability program combined with sick leave may be utilized. If an employee is also eligible for Parental and Family Leave, any leave taken under this section will count towards an employee's twelve (12) weeks of Parental and Family Leave. If, after taking twelve (12) weeks of Parental and Family Leave, an employee has remaining accrued leave, the employee may use that time to add up to two (2) additional weeks of leave. This additional two (2) weeks of leave (or less, if their accrued leave balances are less than two weeks) may be taken in full, lasting up to two (2) full-time weeks, or, at their department head's discretion, they may use the leave on a part-time basis for a maximum of 4 (four) weeks to transition back to their regular full-time schedule.

### **305.4. SPOUSAL/PARTNER LEAVE**

Full-time employees may take up to five (5) continuous days of spousal/partner leave with full pay upon the birth of a child. If an employee is also eligible for the Vermont Parental and Family Leave Act (VPFLA) leave and/or federal Family and Medical Leave Act (FMLA) leave, any leave taken under this section will count toward an employee's twelve (12) weeks of VPFLA and/or FMLA leave. Employees may use their accrued leave while taking FMLA/VPLA.



### **305.5 ADOPTION LEAVE**

Full-time employees may take up to five (5) days of paid leave when adopting or fostering a child(ren). If an employee is also eligible for the Vermont Parental and Family Leave Act (VPFLA) leave and/or federal Family and Medical Leave Act (FMLA) leave, any leave taken under this section will count toward an employee's twelve (12) weeks of VPFLA and/or FMLA leave. Employees may use their accrued leave while taking FMLA/VPFLA.

### **305.6 PARENTAL AND FAMILY LEAVE WITHOUT PAY**

(a) A full-time employee, with one year or more days of service, shall be entitled to take unpaid leave for a period not to exceed 60 working days (12 weeks) in a 12-month period for parental leave (to include birth or adoption). Equivalent leave is available for an employee if he or she is seriously ill or his or her children, stepchildren, foster children, ward of the employee who lives with the employee, parents, spouses, partner or parent of employee's spouse or partner are seriously ill. Serious illness means an accident, illness, injury, disease, or physical or mental condition that (1) poses imminent danger of death, (2) requires inpatient care in a hospital, hospice, or residential medical care facility, or (3) requires continuing treatment or rehabilitation by a health care provider.

(b) Full-time employees are also eligible for unpaid short-term leave up to four hours in any 30 day period, not to exceed 24 hours in any 12 month period for the following reasons: (1) to participate in preschool or school activities of the employee's child, stepchild, foster child, ward, parent, spouse, partner, parent-in-law ; (2) to attend or accompany the employee's child stepchild, foster child, ward, parent, spouse, partner, parent-in-law to routine medical or dental appointments; (3) to accompany the employee's parent, spouse, partner, or parent-in-law to other appointments for professional services related to their care and well-being; and (4) to respond to a medical emergency involving the employee's child, stepchild, foster child, or ward who lives with the employee or the employee's parent, spouse, partner or parent-in-law. Employees should make reasonable efforts to schedule appointments outside of normal working hours.

(c) Employees may use accumulated paid leave time (sick, compensatory, personal holiday or vacation) while out on parental and family leave.

### **306. Jury/Witness Duty**

All full-time employees will have jury or witness duty time paid at their regular base pay. Meal and travel expenses will not be considered as part of Jury or Witness Pay unless service as a witness is related to the employees' employment by the City, in which case meal and travel expenses will be paid by the City.

### **307. Tuition Reimbursement**

The City shall pay up to six (6) education credits per fiscal year for an accredited college or university with reimbursement to be limited to the University of Vermont rate for in-state students. A grade of "C" or better must be achieved in the classes to receive reimbursement. Educational courses requested shall be related to jobs within the City classification system, in line with departmental priority, and subject to the City Manager's prior approval. If you leave within 6 months of employment you will be required to reimburse the City for the cost of the class.

### **308. Wellness Incentive Program**

The City believes that healthy employees are better employees and offers a wellness incentive program. Employees who participate in the program receive a wellness bonus not to exceed \$350 per year. Effective fiscal year 2026 and fiscal year 2027 wellness bonuses will not exceed \$400 per year. Employees should refer to the payroll calendar for the deadline to submit the wellness form for reimbursement each fiscal year.

### **309. Personal Property**

The City shall reimburse an employee for personal property lost or damaged provided that

(1) the loss or damage was in no way caused by the personal negligence of the employee, and  
(2) adequate proof is made that the loss or damage was incurred in the performance of a function particular to the job. In the event of prescription eyeglasses, including prescription sunglasses, dental plates or cellphones that are lost or damaged, the City shall reimburse the employee up to two thirds (2/3) of the cost of the lost or damaged item, subject to the same provisions set forth in the preceding sentence.

### **310. Work Days and Work Week**

The municipal work week shall be forty (40) hours per week. Employees will be paid bi-weekly. Employees shall have access and training to view their leave accruals on the new electronic payroll system. No payroll checks will be issued in advance.

(a) All employees' work schedules shall provide for a fifteen- minute rest break each regular one-half shift. Employees may combine their two fifteen-minute rest breaks earned during their regular workday, but may not exchange them for their 30 minute meal break as described below. Should the employee be required to work any additional two hours beyond the regular work period, they shall be entitled to an additional 15-minute rest break.

(b) All employees shall be granted a 30-minute meal break during each eight (8) hour work shift. Whenever possible, the meal break shall be scheduled at the middle of the shift. Employees required by their supervisor to remain on the job site during the meal break shall be paid for such period.

(c) Employees whose work conditions require it shall be granted a fifteen-minute personal clean-up period immediately prior to the end of each work shift.

(d) In circumstances where a shift is not a typical 8-hour shift at the Library, breaks shall be provided as follows: employees working a four (4) to six (6) hour shift receive one fifteen (15) minute break. Employees working a six (6) to eight (8) hour shift receive two fifteen (15) minute breaks.

### **311. Overtime**

**311.1** In accordance with the Fair Labor Standards Act (FLSA), hourly employees will be paid overtime (time and one half) for hours worked over 40 in one week. All requests for overtime pay must be approved by the employee's Supervisor.

**311.2** Hourly employees required to work hours beyond the agreed upon weekly schedule will be paid overtime.

**311.3** Hourly employees required to work on Sundays and Holidays shall be paid double time for work performed on those days. Holidays are the day of the Holiday and the days observed by the City, the length of the day is 12 AM through 11:59 PM. Personal holidays are not considered a holiday for this purpose.

**311.4** Hourly employees may elect to accrue compensatory time in lieu of cash payment. The rate of time accrued shall be one- and one-half hours of compensatory time off for each hour overtime worked (except for hours worked on Sundays and holidays which will be double time). The total amount of accrued compensatory time shall not exceed 200 hours. All compensatory time will be paid out in the last paycheck of the calendar year. Forty (40) hours of compensatory time can be carried over in the new calendar year.

**311.5** Employees may convert up to 40 hours of accrued compensatory time to pay each fiscal year, with a minimum request of 4 hours. The request must be submitted on a form specific to this purpose (See Appendix I) and approved by the employee's Supervisor. Conversion over the 40 hours maximum per year may be granted at the discretion of the City Manager.

**311.6** Employees in positions that are classified as exempt from the FLSA shall not receive any overtime pay. In addition, elected officials who have a salary established by the City Council shall not receive any overtime pay. A current list of exempt positions can be found in Appendix VI.

**311.7** Due to demands and the nature of the work, sections 311.2 and 311.3 shall not apply to recreation department employees. Recreation employees may be required to work outside of their agreed upon schedule and/or on Sundays or Holidays and shall be paid at their regular hourly rate. They will arrange with the Recreation Director if time off should be rescheduled for another day. Section 313.1 shall still apply for hours worked over 40 in a week.

### **312. Full Time Employee Benefits Related to Sick Leave**

**312.1. Sick Leave Conversion.** A full-time employee who has accumulated 75 or more sick days (600 hours) may convert (on a 2:1 basis) up to 10 sick days into up to 5 days additional vacation or pay per year. (See Appendix II)

**312.2. Sick Leave Pay Out.** Employees who leave employment in good standing shall have sick time paid out in accordance with Appendix VII.

**312.3.** Employees are eligible to use sick leave in compliance with Vermont Sick Leave Law Title 21 Vermont Statutes Annotated, Chapter 5, Subchapter 4B. For the purposes of sick leave usage only, the City will recognize domestic partners, as defined by the state of Vermont Human Resources Department with regard to coverage for State of Vermont health and dental plan, in the same fashion as a spouse, meaning that: (a) the persons are each other's sole domestic partner and have been in an enduring domestic relationship sharing a residence for not less than six consecutive months prior to the submission of the application; (b) the persons are eighteen years or older; (c) neither person is married to anyone else; (d) the parties are not related by blood closer than would bar marriage under Vermont state law; (e) the persons are competent to enter into a legally binding contract, and (f) the persons have agreed between themselves to be responsible for each other's welfare.

Sick leave may be used for additional reasons beyond Vermont Sick Leave Law at the discretion of the City Manager.

**312.4.** Employees hired prior to July 1, 2021 shall have no limit on sick leave accruals. Employees hired after July 1, 2021, shall have a 600-hour maximum sick accrual limit.

### **313. Layoffs and Furloughs**

**313.1 Layoffs:** Any municipal employee may be laid off when it is necessary to reduce the number of employees in any department because of a shortage of work or funds, abolition of a position, change in departmental functions or organizations, or for related reasons that do not discredit the employee. Employees shall be laid off insofar as possible in inverse order of length of service within the class of positions. Persons laid off in accordance with the foregoing procedure shall be entitled to have their names placed at the head of a reinstatement list, according to their seniority, with the most senior employees being reinstated first.

**313.2 Furloughs:** In the event of unforeseen circumstances, including, but not limited to, budget shortfalls, technology failures, disease or pandemic, loss of grant funding, etc., the City may determine to place one or more employee(s) on partial or full Furlough. A Furlough is a form of leave from employment during which the employee is not paid wages for time spent on such leave, although the employee remains employed. Typically, Furloughs are an alternative to a layoff, and therefore, protect an employee's employment.

The City Manager, with input from Department Heads, will determine which positions will be assigned to be on Furlough. The City Manager will also determine the length and frequency of any Furloughs, and what insurances, leaves and other benefits will be continued or discontinued during the Furloughs.

If an employee holds a position covered by a collective bargaining agreement, the City will give advance notice of and or bargain with the Association regarding proposed Furloughs to the extent that it is legally required to do so under its collective bargaining agreement and the law.

### **314. Seniority**

Earned seniority shall not be lost due to an authorized leave of absence or military service. All seniority rights shall be lost by resignation or dismissal.

### **315. Methods of Reinstatement**

Whenever a vacancy occurs in any position, the City Manager shall reinstate a laid off employee in the same position in which they were formerly employed, and their seniority of service shall be governed by the date of their original appointment, subject to passing a physical examination, if the layoff was longer than thirty (30) days.

### **316. Re-employment of Persons Who Sere in the Uniformed Services**

(1) Any full-time employee of the City who is a duly qualified member of the reserve components of the uniformed services of the United States of America or State of Vermont shall be entitled to reinstatement of employment and benefits if the employee is absent from work due to a reason of service and:

- (a) Service in the uniformed services of the United States is such that the cumulative length of the absence from City employment and of all previous absences from City employment by reason of service in the uniformed services does not exceed 5 years;
- (b) who gives evidence defining the date of departure and the date of return for purposes of military training thirty (30) days prior to the date of departure, and
- (c) who shall further give evidence of the satisfactory completion of such service immediately thereafter, and
- (d) who is still qualified to perform the duties of such position, shall upon return be entitled to be restored to their previous or similar position with the same status, pay and seniority. In such circumstances, seniority shall continue to accrue during such period of absence. Such period of absence shall be construed as an absence with leave. Under such circumstances, the City shall pay the employee the difference between what they are paid by the military during such training period, and what they would have earned with the City. Such period of absence shall not be deducted from the employee's vacation pay or counted as vacation time.

(2) If an employee is called to active duty, they shall be entitled to accrue and maintain all benefits for a period of thirty (30) days after the employee has been placed on active duty.

Under such circumstances, the City shall pay the employee the difference between what they are paid by the military during such time, and what they would have earned with the City.

After thirty days, the City will not make up the difference in pay. Also, benefits will no longer accrue during this time period or be paid for by the City.

Each employee shall also have such other re-employment rights as provided by (and subject to the conditions of) 38 U.S.C. Chapter 43, Subchapter II.

### **317. Cellphone Stipend**

Employees required to use their cell phones for work purposes will receive a monthly stipend to offset the cost of using a personal cell phone for business activities. Eligibility for the stipend is based on job requirements, such as the need to be accessible outside of normal working hours or requiring wireless data access not available through existing work equipment.

The stipend request must be approved by the employee's department head or the City Manager. The stipend amount is determined annually and is based on the cost of a cell phone plan under the City's current wireless carrier contract.

Employees receiving the stipend are responsible for purchasing their own cell phone service and equipment, complying with data security laws and any existing City policies, and ensuring the safe use of their cell phones. They must also keep records of their phone usage and report any changes in job functions that affect their need for a cell phone. This stipend is a non-taxable fringe benefit and does not constitute an increase in base pay.

### **318. Dogs in the Workplace**

Employees may bring dogs to the workplace with prior approval from their Department Head or the City Manager. All dogs must meet established health and behavior standards, including being licensed, vaccinated, free of parasites, in good health, house-trained, clean, and well-groomed. Additionally, dogs should be well-socialized and demonstrate appropriate behavior in a professional setting.

For control and safety, dogs must always remain under the owner's direct supervision. They should be on a leash when entering and exiting the building and may also need to be leashed in shared workspaces if requested by colleagues. Dogs are not to be left unattended and are not allowed in City vehicles. It should be noted that dog owners are not granted additional break time to tend to their pets.

Certain restrictions apply to ensure a professional environment. Dogs are not permitted in public workspaces or at all-staff gatherings. Dogs that are in heat or exhibit disruptive behaviors, such as excessive barking or aggression, will not be permitted. In cases where a dog is involved in an incident that causes injury, that dog will be permanently barred from the workplace.

While dogs are permitted in private workspaces, their presence in shared workspaces requires the consent of all affected colleagues. Employees who have concerns regarding a dog may address these with the dog's owner, the owner's manager, or the HR Director for resolution.

Service animals assisting individuals with disabilities are permitted in all areas in accordance with ADA guidelines.

## **ARTICLE 4 Employee Conduct (All Employees)**

### **401. Employee Conduct**

If an employee's conduct falls below a desirable standard, they may be subject to disciplinary action. A few examples of causes for which an employee may be disciplined are:

- (1) Failure to follow the orders of one's Supervisor
- (2) Being absent without permission
- (3) Being habitually absent or tardy
- (4) Being wasteful of material, property or working time
- (5) Inability to get along with fellow employees
- (6) Drinking on the job or arriving on the job under the influence of alcohol, cannabis or drugs
- (7) Conduct which is unbecoming a City employee
- (8) Any criminal offense
- (9) Unethical behavior
- (10) Loss of a license or certificate issued by State and/or Federal authority needed to conduct daily work
- (11) Poor work performance
- (12) Dishonesty
- (13) Misconduct
- (14) Embezzlement.

#### **401.1 Violence**

Violence, or the threat of violence, by or against any employee of the City of Essex Junction or other person is unacceptable and contrary to City policy and will subject the perpetrator to serious disciplinary action, up to and including termination, and possible criminal charges.

### **402. Employee Concern and Feedback Procedure (For Non-Association Members)**

We are committed to fostering a respectful and supportive workplace, and our aim is for employees to feel comfortable and safe talking to leaders whenever they have feedback or a concern at work. If you have a work-related concern, follow these practices to seek resolution:

1. Direct Communication: If relevant, and whenever possible, discuss your concern directly with the individual involved. Open, respectful communication is often the most effective way to address and resolve issues quickly and before they escalate.



2. Department Head Involvement: If a direct conversation isn't practical or possible or doesn't resolve the issue, you can reach out to your Department Head. They are available to provide guidance and support in addressing workplace concerns.
3. Human Resources: If the issue remains unresolved after speaking with your Department Head or if you are unable to speak with your Department Head for any reason, please contact the Human Resources Director. HR will work with you to ensure your concern is heard and handled appropriately.

The City maintains an "Open Door" policy for all employees, and employees may skip steps in the employee's best judgment. In addition, the City takes the prohibition on retaliation seriously, and employees should understand that they are protected from retaliation in raising concerns at work.

Association Members should refer to the Association Contract for the grievance process steps.

#### **403. Employee Suspensions and Dismissals**

(a) The City Manager or Department Head, with the approval of the City Manager, may suspend, for disciplinary reasons, any employee in their department. The City Manager or Department Head, with the approval of the City Manager, may dismiss an employee at any time for cause. Cause shall include but not be limited to those causes for disciplinary action defined in Section 401, or physical or mental disability. Prior to suspension or dismissal, the employee shall be notified in writing of the charges against the employee, the reasons for the suspension or dismissal, and their right to attend a hearing with the City Manager and/or Department Head. The employee may bring representation to the hearing and will be allowed to present evidence in their defense. After the hearing, if suspension or dismissal is carried out, the employee shall be notified in writing of their right to appeal to the City Council in accordance with Section 403

(b). Copies of the notice shall be forwarded to the City Council.

(b) Within ten (10) calendar days of the receipt of such notice, an employee may request a hearing before the City Council by filing such request with the City Manager. The City Council then shall proceed to hold such hearing not less than ten (10) days nor more than twenty (20) calendar days after receipt by the City Manager of the hearing request, unless the Parties agree that more time is necessary. At the hearing, the employee is entitled to be represented by counsel, to bring and question witnesses and to answer and be heard on the charges. Within ten (10) days of the conclusion of the hearing, the City Council shall forward the written findings of fact and their decision to the employee. The City Council may support, dismiss or modify the action of the City Manager.

(c) The provisions of Section 401 shall not apply to probationary employees who, during such probationary period, may be freely suspended or discharged.

#### **404. Hearings**

The City Council, upon notification of a request for investigation and hearing, shall cause copies of the written charges to be served personally upon the official or employee against whom such charges are filed, or shall have the same mailed to their address notifying them of the time and

place of the hearing. An investigation of charges may be broad in their character and evidence may be heard upon any facts or circumstances pertinent or applicable to such charges.

#### **405. Finding and Decision**

The finding and decision of the City Council following the hearing of charges shall be final. Notice of the decision shall be sent to the employee.

#### **406. Harassment**

The City of Essex Junction is committed to maintaining a work environment free of discrimination. Any discrimination based on protected characteristics is strictly prohibited. These characteristics include:

- Race
- Color
- Ancestry
- National origin
- Religion
- Place of birth
- Age
- Sex
- Gender
- Gender identity
- Sexual orientation
- Disability
- HIV status
- Genetic information
- Citizenship
- Crime victim status
- Military or veteran status
- Any other characteristic protected by applicable law

Equal employment opportunities apply to all terms and conditions of employment, including recruitment, hiring, training, professional development, promotion, transfer, termination, layoff, recall or rehire, leaves of absence, compensation, and benefits. Management is primarily responsible for implementing these policies, but all employees share this responsibility. Any employee found engaging in discriminatory practices will face disciplinary action, up to and including termination.

#### **Harassment Prohibited**

Unlawful harassment is behavior that is unwelcome, intimidating, hostile, or offensive, and interferes with an individual's work performance or well-being. This includes offensive conduct based on protected characteristics. Harassment can be verbal, physical, auditory, visual, or written, and can be subtle or overt.

#### **Sexual Harassment**

Sexual harassment is a form of discrimination based on sex and includes:

- Unwelcome sexual advances
- Requests for sexual favors
- Other verbal, physical, written, auditory or visual conduct of a sexual nature

This conduct is prohibited when it:

- Is made a term or condition of employment
- Is used as a basis for employment decisions
- Has the purpose or effect of interfering with an individual's work or creates an intimidating, hostile, or offensive work environment

### **Examples of Unlawful Harassment**

- **Goal:** The City of Essex Junction aims to ensure the safety and comfort of all employees regarding their sex and gender, with particular attention to transgender, gender non-conforming, and non-binary employees.
- **Privacy:** Employees have the right to decide how much information to share about their gender identity or expression, when to share it, and with whom they would like to share it. The City of Essex Junction encourages sharing pronouns to normalize discussions about pronouns and disrupt assumptions based on appearance. Employees are not required to share their pronouns.
- **Protections:** Gender is a protected class. Employees have the right to be addressed by their chosen name and pronouns, including they/them pronouns or neopronouns. Using nonpreferred pronouns intentionally to disregard an individual's gender identity is a violation of this policy. Bona fide initial mistakes in pronoun usage will not be considered a violation. Examples of conduct that constitute unlawful harassment include, but are not limited to:
  - Offensive comments related to gender, gender identity and expression, sexual orientation, disability, mental illness, neuro(a)typicality, physical appearance, body size, age, race, or religion
  - Intentional and continual use of unpreferred names or pronouns
  - Deliberate "outing" of any aspect of a person's identity without their consent, except as necessary to protect vulnerable people from intentional abuse
  - Publication of non-harassing private communication
  - Unwelcome sexual attention
  - Gratuitous or off-topic sexual images or behavior in spaces where they're not appropriate
  - Conditioning any term of employment (e.g., continued employment, wages, evaluation, advancement, assigned duties or shifts) on the provision of sexual favors
  - Physical contact and simulated physical contact (e.g., textual descriptions like "hug" or "backrub") without consent or after a request to stop

- Continuing to ask an employee to socialize on or off-duty when that person has indicated they are not interested
- 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
- Use of terms of endearment or belittling expressions such as “honey,” “sweetie,” “little lady,” “cutie” “pretty boy,” etc.
- Regularly telling sexual jokes or using sexually vulgar or explicit language or gestures in the presence of a person if it is known or should be known that the person does not welcome such behavior
- Threats of violence
- Incitement of violence towards any individual, including encouraging a person to engage in self-harm
- Deliberate intimidation
- Stalking or following
- Sustained disruption of discussion
- Retaliation of any kind for having filed or supported a complaint of sexual or other unlawful 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.)
- Off-duty conduct that falls within the above definition and affects the work environment
- Any of the above conduct toward anyone engaged to perform work or services for the City of Essex Junction

## **Reporting Harassment**

Employees who experience or witness harassment should report it to a supervisor, the Human Resources Director, or the City Manager. Reports can be made in person or via email and will be investigated promptly and confidentially. Retaliation against anyone who reports harassment is unlawful.

Employees may also file complaints with government agencies such as:

- Vermont Attorney General’s Office, Civil Rights Unit, 109 State Street, Montpelier, VT 05609 tel: (802) 828-3171
- Equal Employment Opportunity Commission (EEOC) 475 Government Center, Boston, MA 02203, tel: (800) 669-4000 tel: (800) 669-6820 (TTY)

Reasonable accommodations will be provided to assist employees in filing complaints.

### **Response to Harassment Reports**

The City of Essex Junction is legally obligated to investigate and address any reports or evidence of potential harassment, even if no formal complaint is filed. Failure to address harassment complaints violates City policy. Disciplinary action will be taken against employees found to have engaged in harassment. Efforts will be made to protect the identities of the complainant and accused, except as necessary for the investigation. Retaliatory actions against those who file a complaint for sexual harassment or for those individuals who cooperate in an investigation of sexual harassment are unlawful.

## **ARTICLE 5 Salaried Employees**

### **501. Flex Time**

Salaried employees may flex their hours over a two-week period. If they work extra hours one day, they can take the hours off another day.

### **502. Working from Home**

Telecommuting allows employees to work from home, on the road, or at a satellite location for up to three days per workweek, with Department Head approval. To qualify, employees must have at least six months of continuous, satisfactory employment. The arrangement begins with a three-month trial period, during which performance is closely monitored. Both the employee and the Department Head must agree on the suitability of telecommuting, considering job responsibilities, equipment needs, and workspace design.

Employees are responsible for setting up a safe and appropriate home office environment and ensuring the security of City information. The City may provide necessary equipment on a case-by-case basis but does not cover home office setup costs.

Telecommuting employees must accurately record their work hours and maintain a focus on job performance.

Temporary telecommuting arrangements may be approved for special circumstances, such as inclement weather or business travel.

Telecommuting is not a replacement for childcare and the primary focus must remain on meeting business demands.

### **503. Working on Holidays**

Salaried employees who work on a holiday may take another day off in lieu of the holiday, with the City Manager's approval. Employees may not accrue more than three holidays at any given time within a calendar year.

### **504. Reasonable Suspicion CDL Drivers**

Employees who operate commercial motor vehicles (CMVs) must not use alcohol, cannabis or drugs while on the job or when there is a potential to serve in safety-sensitive functions during any part of their job.

Prohibited Conduct:

- Positive, adulterated, or substituted drug test results.
- Performing safety-sensitive functions with a positive drug or alcohol test result.
- Reporting for duty with prohibited drug levels or alcohol concentration of 0.02% or greater.
- Consuming alcohol within four hours before duty or while on-call.
- Misusing prescribed or over-the-counter medications affecting work performance.
- Refusing to submit to drug or alcohol testing.

Testing: Testing includes pre-employment, random, reasonable suspicion, post-accident, return-to-duty, and follow-up. All testing follows federal requirements to ensure accuracy and confidentiality.

Consequences of a Positive Test: Employees with a positive test result will be suspended from CMV operations and referred to a Substance Abuse Professional (SAP). They must complete treatment and pass return-to-duty testing before resuming safety-sensitive duties.

Employee Information: Employees are encouraged to seek information about the effects of alcohol and controlled substances on health and employment. Resources are available through the Substance Abuse and Mental Health Services Administration (SAMHSA).

## **ARTICLE 6 Volunteer Firefighters' Rules and Benefits**

### **601. Effect**

The Regulations apply to all volunteer firefighters of the City.

These Regulations are subject to change at any time by majority vote of the City Council.

### **602. Membership**

- (1) Volunteers may express their interest in serving with the Essex Junction Volunteer Fire Department by completing an application form.
- (2) Volunteers may be appointed by the Essex Junction Fire Chief based on the needs of the department and subject to passing a physical examination.
- (3) No volunteer shall be denied appointment or be dismissed from the Essex Junction Volunteer Fire Department on the basis of race, religion, creed, color, national origin, sex (including pregnancy), genetics, gender identity, sexual orientation, age, ancestry, place of birth, Citizenship, HIV + status, crime victim status, health insurance status, disability or association with a member of a legally protected category listed above under Federal and State EEO.
- (4) A volunteer firefighter may be dismissed or suspended by the Fire Chief on written notice but shall be entitled to a hearing on such dismissal or suspension before the City Manager if a written request for a hearing is submitted to the City Manager by the firefighter dismissed or suspended within five days after receipt of notice thereof. The City Manager may revoke such dismissal or suspension and may order reinstatement of a firefighter suspended or dismissed.

### **603. Attendance**

Volunteer firefighters are required to maintain 10 hours of training per quarter.

### **604. Appointments**

- (1) The Fire Chief shall be appointed to a one-year term by the City Manager. Residents of the City shall be eligible to hold the office of City Fire Chief.
- (2) The Fire Chief shall appoint the Assistant Fire Chiefs, Captain(s) and Lieutenant(s) of the department.

### **605. Pay**

- (1) Volunteer firefighters shall receive a minimum starting hourly rate of pay. In addition, after every five years of service \$.25 per hour will be added to the volunteer firefighter's base pay. Pay adjustments will be effective on July 1<sup>st</sup>, the first day of the new fiscal year, if the budget allows.
- (2) The Chief shall receive an hourly premium of \$3.00 per hour. The Assistant Chiefs shall receive an hourly premium of \$2.50 per hour. The Captains shall receive an hourly premium of \$2.00 per hour. The Lieutenants shall receive an hourly premium of \$1.50 per hour.



(3) Work Related Training: Volunteer firefighters shall not receive pay for attending fire department meetings. Volunteer firefighters shall be paid their regular rate for training approved by the Fire Chief or training officer. When attending training, the volunteer firefighter's time shall not be reimbursed for time outside of the training sessions (i.e., travel time, overnight, etc.).

#### **606. Religious Beliefs Accommodation Policy**

See Section 217.

#### **607. Employee Assistance Program Policy**

See Section 113.

## APPENDIX I Compensatory Time Conversion Form

Employee ID #: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Requested number of Comp Time Hours to be converted to pay (minimum of 4 hrs.): \_\_\_\_\_

Gross compensation expected (hours to be converted x hourly rate): \_\_\_\_\_

Accrued comp time balance before conversion: \_\_\_\_\_

Accrued comp time balance expected after conversion: \_\_\_\_\_

Number of comp time hours previously converted this fiscal year (max is 40): \_\_\_\_\_

Total number of hours converted this fiscal year after this conversion: \_\_\_\_\_

## APPENDIX II Sick Time Conversion Form

Employee ID # \_\_\_\_\_

Employee Name: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Check one:

☐ Requested number of Sick Days to be converted to Vacation: \_\_\_\_\_

☐ Requested number of Sick Days to be converted to Pay: \_\_\_\_\_

Accrued sick time balance before conversion: \_\_\_\_\_ hours (must be at least 600).

Accrued sick time balance expected after conversion: \_\_\_\_\_ hours

Accrued vacation time balance before conversion: \_\_\_\_\_ hours

Accrued vacation time balance expected after conversion: \_\_\_\_\_ hours

Number of sick days previously converted this fiscal year (max. is 10 days): \_\_\_\_\_

Total number of sick days converted this fiscal year after this conversion: \_\_\_\_\_

---

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

For HR/Payroll Department:

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Date

## APPENDIX III Part-Time Employee Benefits Implementation

The City of Essex Junction General Rules and Personnel Regulations states in Article 3, Employee Benefits, that part-time employees scheduled to work at least 20 hours per week year-round are entitled to paid sick leave, vacation, personal, and holidays on a pro-rated basis. In addition, state law enacted in 2016 requires that employers provide paid sick leave to employees aged 18 and older, who work more than 20 weeks per year, and who work at least an average of 18 hours per week as calculated over the 52-week year.

### Purpose

The purpose of this document is to provide detail in how the part-time benefits are to be accrued and guidance in how they are to be used.

### Opt out

Employees meeting the above criteria may opt out of the benefits provided if they do not wish to adhere to the requirements listed below, except for paid sick leave as required by state law.

Definitions:      **“Week”** means the normally scheduled work week (i.e., 20 or 24 hours).

**“Day”** means 1/5 of the normally scheduled work week.

Paid leave hours are intended to offset, not add to, the employees normally scheduled paid work week. If an employee has worked their normally scheduled week, they are not entitled to additional paid leave time. The exception is that when a City paid holiday falls in the work week, the employee shall receive their holiday pay plus pay for all hours worked. Supervisors should consider paid holidays when scheduling part-time staff hours.

**Paid Holidays:** 14 City scheduled holidays, plus 3 personal days of the employee’s choice to be prorated based upon employees’ normal work schedule. The three personal days are available at the beginning of each fiscal year (July 1) and **must** be used during the fiscal year; they do not carry over.

An employee scheduled to work 20 hours per week will receive 4 hours of holiday pay for the week that includes a holiday. The 3 personal holidays would be at 4 hours each, or 12 hours total.

An employee scheduled to work 24 hours per week will receive 4.8 hours of holiday pay for the week that includes a holiday. The 3 personal holidays would be 4.8 hours each, or 14.4 hours total.

Part-time employees may not be paid for more than their normally scheduled day when using Personal pay. Personal time may be taken in units of ½ hour or more at the discretion of the employee. However, staffing needs should be considered when taking personal time. Department head must be notified if employee plans to use two personal holidays in a row.

**Paid Vacation:** New Hire to 5 years, 3 weeks (15 days); 6 years to 10 years, 4 weeks (20 days); after 10 years, 5 weeks (25 days), after 20 years, 5 weeks and 2 days (27 days). Employees **must** use 5 days, these days need not be consecutive, of their annual vacation accrual each year and may carry over unused accrued vacation time but are limited to a prorated balance of 320 hours at the end of the calendar year (160 hours for 20 hour/week employees, 192 hours for 24 hour/week employee). Vacation time is accrued monthly to be prorated based on an employee's normal work schedule.

An employee scheduled to work 20 hours per week will accrue:

- 7.5 days per year (5 hours per month) if new hire to 5 years
- 10 days per year (6.67 hours per month) if 5 years to 10 years
- 12.5 days per year (8.33 hours per month) after 10 years of employment
- 13.5 days per year (9 hours per month) after 20 years of employment

An employee scheduled to work 24 hours per week will accrue:

- 9 days per year (6 hours per month) if new hire to 5 years
- 12 days per year (8 hours per month) if 5 years to 10 years
- 15 days per year (10 hours per month) after 10 years plus of employment.

Part-time employees may not be paid for more than their normally scheduled week when using paid vacation. Requests for vacation time must be approved by the Department Head. Vacation time may be used in units of ½ hour or more with the approval of the Department Head. Employees must use accrued paid vacation time before requesting unpaid leave.

**Paid Sick Leave for employees who work at least 20 hrs/week:** 18 days per year, accrued monthly. Employees may carry over unused accrued sick leave from year to year. The 18 days per year are prorated according to an employee's normal work schedule:

An employee scheduled to work 20 hours per week will accrue

- 9 days of sick leave per year, or 6 hours per month.

An employee scheduled to work 24 hours per week will accrue

- 10.8 days of sick leave per year, or 7.2 hours per month.

Part-time employees may not be paid more than their normally scheduled day when using paid sick leave.

Paid sick leave may be used in compliance with Vermont Sick Leave Law 21 V.S.A. §§ 481 – 486. Sick leave may be used for additional reasons beyond Vermont Sick Leave Law at the discretion of the City Manager.

Except for emergency situations, employees should make every effort to schedule appointments outside of their regular workday.

Paid Sick Leave for employees who are age 18 and older, who work an average 18 to 19 hours per week during a calendar year are eligible for 1 hour of sick time for every hour worked, up to a maximum of 40 hours per year, accrued monthly. Employees may carry over unused accrued sick leave from year to year. Part-time employees may not be paid for more than their normally scheduled day when using paid sick leave.

Paid sick leave may be used for the following reasons in compliance with Vermont Sick Leave Law 21 V.S.A. §§ 481 – 487. Sick leave may be used for additional reasons beyond Vermont Sick Leave Law at the discretion of the City Manager.

Except for emergency situations, employees should make every effort to schedule appointments outside of their regular work day.

Part-time employees are not entitled to payment for unused sick time upon separation from employment.

## **APPENDIX IV Summary of Full-Time Employee Benefits**

All benefits (except paid holidays which start immediately) start the first of the month after date of hire.

- Paid Holidays: 14 scheduled holidays, plus 3 days' personal time of the employee's choice.
- Paid Vacation:
  - New Hire to 5 years, 3 weeks (15 days); 6 years to 10 years, 4 weeks (20 days); after 10 years, 5 weeks (25 days); after 20 years, 5 weeks and 2 days (27 days). Vacation time is accrued monthly.
  - Employees must take 5 vacation days per year; these days need not be consecutive.
  - Employees may carry over unused vacation entitlement provided that the number of vacation hours carried forward does not exceed 320 vacation hours at the end of the calendar year.
- Paid Sick Leave: 18 days per year, accrued at 12 hours monthly.
- Health Insurance: The City provides health insurance for full-time employees and their dependents, unless they opt out. Employees pay 5% of the premium in 2025, and 6% in 2026 and 2027. The City provides a HRA to pay the first 80% of co-pays, co-insurance and deductible of covered medical services. The employee is responsible for the remaining 20%. Employees who opt out and have other insurance receive a monthly payment equal to 35% of the City's premium cost.
- Dental Insurance: The City offers dental insurance for full-time employees, fully covered by the employer. Employees do not need to contribute to the premium, as the City pays 100% of the cost.
- Vision: The City offers vision insurance for full-time employees, fully covered by the employer. Employees do not need to contribute to the premium, as the City pays 100% of the cost.
- Short Term Disability/Life Insurance: \$400 per week short term disability coverage, 2 ½ times base salary up to \$100,000 life insurance. City pays 100% of the premium.
- Retirement: Employees hired before October 1, 2021, the City continues the 401(a) plan with 5% employee and 10% employer contributions. Employees hired after July 1, 2024, must join either VMERS C or VMERS DC.
- Invest EAP Employee Assistance Program: Free assistance for all City employees and firefighters.

- Tuition Reimbursement: For courses related to jobs within the City classification system and subject to City Manager's approval. Limited to 6 credits per year, based on UVM in-state rates.
- Health and Wellness Benefit: Ability to earn a yearly bonus for completing activities set by the Human Resources Director.
- Uniforms (Public Works & Waste Resource Recovery Departments only): Uniform allowance up to \$675 per year to be reimbursed at 130% of cost to cover any taxes associated with such reimbursement. This is a taxable fringe benefit.

#### Optional Benefits:

- 457 Deferred Compensation Plan and a Traditional IRA Plan through the Mission Square Retirement and is a tax-deferred savings plan.
- Roth Plan through Mission Square Retirement. This is not a pre-taxed plan.



## APPENDIX V PAY SCALE

Payscale Range in USD Effective July 1, 2024 through June 30, 2027		
Grade 1	Hourly	18.23 – 26.43
	Annual	37,920 – 54,984
Grade 2	Hourly	20.05 – 29.08
	Annual	41,712 – 60,482
Grade 3	Hourly	22.06 – 31.99
	Annual	45,883 – 66,531
Grade 4	Hourly	22.90 - 33.21
	Annual	47,640 – 69,078
Grade 5	Hourly	24.85 – 36.03
	Annual	51,689 – 74,950
Grade 6	Hourly	26.96 – 39.10
	Annual	56,083 – 81,320
Grade 7	Hourly	29.45 – 42.70
	Annual	61,250 – 88,813
Grade 8	Hourly	33.42 – 48.46
	Annual	69,519 – 100,802
Grade 9	Hourly	37.93 – 55.00
	Annual	78,904 – 114,410
Grade 10	Hourly	43.06 – 62.43
	Annual	89,556 – 129,856
Grade 11	Hourly	55.63 – 80.66
	Annual	115,700 – 167,765

## APPENDIX VI List of Current Positions

Position:	Grade	PT/FT	Exempt/Non-Exempt
City Manager	11	FT	E
Recreation and Parks Director	10	FT	E
Water Quality Superintendent	9	FT	E
Finance Director	9	FT	E
Human Resources Director	9	FT	E
Library Director	9	FT	E
Public Works Superintendent	9	FT	E
Director of Community Development	8	FT	E
City Clerk/Treasurer	8	FT	E
EJRP Assistant Rec/Parks Director	8	FT	E
Comm/Strategic Initiatives Director	8	FT	E
Chief Wastewater Operator	8	FT	E
EJRP Licensed Childcare Director	7	FT	E
Pre-School Director	7	FT	E
Assistant Chief Wastewater Operator	7	FT	NE
EJRP Grounds/Fac Director	7	FT	E
Public Works Foreman	7	FT	NE
Assistant Library Director/Head Cataloger/Systems Admin	7	FT	E
ERJP Business Coordinator	6	FT	NE
EJRP Program Director	6	FT	NE
EJRP Behavior Interventionist/Asst Director	6	FT	E
Wastewater Operator I	6	FT	NE
Accountant II	6	FT	NE

City Planner	6	FT	NE
Grounds and Facilities Foreman	5	FT	NE
Accountant I	5	FT	NE
Asst Zoning/Admin Asst Com Dev Director	5	FT	NE
Youth Services Librarian	5	FT	NE
Circulation Librarian	5	FT	NE
Business Coordinator/III Librarian	5	FT	NE
Assistant Youth Librarian	4	FT	NE
Assistant Clerk/Treasurer	4	FT	NE
Licensed Childcare Administrator	4	FT	NE
Behavior Support Specialist	4	FT	NE
Admin Assistant to City Manager	4	FT	NE
Tech Svcs/Assist Program Librarian	4	FT	NE
Wastewater Operator II	4	FT	NE
Business Services Administrator	4	FT	NE
Site Coordinator	3	FT	NE
Equip Oper/Maint Tech I	3	FT	NE
Preschool Teacher	3	FT	NE
Assistant Pre School Teacher	2	FT	NE
EJRP Customer Service Specialist	2	FT	NE
EJRP Grounds/Facilities Tech	2	FT	NE
Equip Operator/Maint Tech II	2	FT	NE
Billing Coordinator	2	FT	NE
Assistant Site Coordinator	2	FT/PT	NE
Library Assistant - Youth and Young Adult	2	FT	NE
Circulation Assistant	2	PT	NE
Library Assistant-Adult Department	1	PT	NE

Library Assistant- Adult/Yth Department	1	PT	NE
Shelving Assistant	no classification currently	PT	NE
Library Substitute	n/a	PT	NE
Seasonal	n/a	PT	NE

## APPENDIX VII Sick Time Payout Chart

\*If you leave in good standing

\*Up to a Max of

\*If you leave in good standing  
Years of Service No Age Requirement

\*Up to a Max of

Years of Service & Age 55+

Total Hours

Total Hours

20	800
19	700
18	600
17	500
16	400
15	300
14	200
13	100
12	75
11	50
10	25

20	400
19	350
18	300
17	250
16	200
15	150
14	100
13	50
12	37.5
11	25
10	12.5

## **APPENDIX VIII Municipal Code of Ethics**

Adapted from Sec. 22. 24 V.S.A. chapter 60

### **§ 1991. DEFINITIONS**

As used in this chapter:

(1) "Advisory body" means a public body that does not have supervision, control, or jurisdiction over legislative, quasi-judicial, tax, or budgetary matters.

(2) "Candidate" and "candidate's committee" have the same meanings as in 17 V.S.A. § 2901.

(3) "Commission" means the State Ethics Commission established under 3 V.S.A. chapter 31, subchapter 3.

(4) "Confidential information" means information that is exempt from public inspection and copying under 1 V.S.A. § 315 et seq. or is otherwise designated by law as confidential.

(5) "Conflict of interest" means a direct or indirect interest of a municipal officer or such an interest, known to the officer, of a member of the officer's immediate family or household, or of a business associate, in the outcome of a particular matter pending before the officer or the officer's public body, or that is in conflict with the proper discharge of the officer's duties. "Conflict of interest" does not include any interest that is not greater than that of other individuals generally affected by the outcome of a matter.

(6) "Department head" means any authority in charge of an agency, department, or office of a municipality.

(7) "Designated complaint recipient" means:

(A) a department head or employee specifically designated or assigned to receive a complaint that constitutes protected activity, as set forth in section 1997 of this title;

(B) a board or commission of the State or a municipality;

(C) the Vermont State Auditor;

(D) a State or federal agency that oversees the activities of an agency, department, or office of the State or a municipality;

(E) a law enforcement officer as defined in 20 V.S.A. § 2358;

(F) a federal or State court, grand jury, petit jury, law enforcement agency, or prosecutorial office;

(G) the legislative body of the municipality, the General Assembly or the U.S. Congress; or

(H) an officer or employee of an entity listed in this subdivision (7) when acting within the scope of the officer's or employee's duties.

(8) "Domestic partner" means an individual in an enduring domestic relationship of a spousal nature with the municipal officer, provided the individual and municipal officer:

(A) have shared a residence for at least six consecutive months;

(B) are at least 18 years of age;

(C) are not married to or considered a domestic partner of another individual;

(D) are not related by blood closer than would bar marriage under State law; and  
(E) have agreed between themselves to be responsible for each other's welfare.

(9) "Illegal order" means a directive to violate, or to assist in violating, a federal, State, or local law.

(10) "Immediate family" means an individual's spouse, domestic partner, or civil union partner; child or foster child; sibling; parent; or such relations by marriage or by civil union or domestic partnership; or an individual claimed as a dependent for federal income tax purposes.

(11) "Legislative body" means the selectboard in the case of a town, the mayor, alderpersons, and city council members in the case of a city, the president and trustees in the case of an incorporated village, the members of the prudential committee in the case of a fire district, and the supervisor in the case of an unorganized town or gore.

(12) "Municipal officer" or "officer" means:

(A) any member of a legislative body of a municipality;

(B) any member of a quasi-judicial body of a municipality; or

(C) any individual who holds the position of, or exercises the function of, any of the following positions in or on behalf of any municipality:

(i) advisory budget committee member;

(ii) auditor;

(iii) building inspector;

(iv) cemetery commissioner;

(v) chief administrative officer;

(vi) clerk;

(vii) collector of delinquent taxes;

(viii) department heads;

(ix) first constable;

(x) lister or assessor;

(xi) mayor;

(xii) moderator;

(xiii) planning commission member;

(xiv) road commissioner;

(xv) town or city manager;

(xvi) treasurer;

(xvii) village or town trustee;

(xviii) trustee of public funds; or

(xix) water commissioner.

(xx) and all other City of Essex Junction employees, elected and appointed officials not listed above.

(13) "Municipality" means any town, village, or city.

(14) "Protected employee" means an individual employed on a permanent or limited status basis by a municipality.

(15) "Public body" has the same meaning as in 1 V.S.A. § 310.

(16) "Retaliatory action" includes any adverse performance or disciplinary action, including discharge, suspension, reprimand, demotion, denial of promotion, imposition of a performance warning period, or involuntary transfer or reassignment; that is given in retaliation for the protected employee's involvement in a protected activity, as set forth in section 1997 of this title.

## **§ 1992. CONFLICTS OF INTEREST**

(a) Duty to avoid conflicts of interest. In the municipal officer's official capacity, the officer shall avoid any conflict of interest or the appearance of a conflict of interest. The appearance of a conflict shall be determined from the perspective of a reasonable individual with knowledge of the relevant facts.

(b) Recusal.

(1) If a municipal officer is confronted with a conflict of interest or the appearance of one, the officer shall immediately recuse themselves from the matter, except as otherwise provided in subdivisions (2) and (5) of this subsection, and not take further action on the matter or participate in any way or act to influence a decision regarding the matter. After recusal, an officer may still take action on the matter if the officer is a party, as defined by 24 V.S.A §1201, in a contested hearing or litigation and acts only in the officer's capacity as a member of the public. The officer shall make a public statement explaining the officer's recusal.

(2)(A) Notwithstanding subdivision (1) of this subsection (b), an officer may continue to act in a matter involving the officer's conflict of interest or appearance of a conflict of interest if the officer first:

(i) determines there is good cause for the officer to proceed, meaning:

(I) the conflict is amorphous, intangible, or otherwise speculative;

(II) the officer cannot legally or practically delegate the matter; or

(III) the action to be taken by the officer is purely ministerial and does not involve substantive decision-making; and

(ii) the officer submits a written nonrecusal statement to the legislative body of the municipality regarding the nature of the conflict that shall:

(I) include a description of the matter requiring action;

(II) include a description of the nature of the potential conflict or actual conflict of interest;

(III) include an explanation of why good cause exists so that the municipal officer can take action in the matter fairly, objectively, and in the public interest;

(IV) be written in plain language and with sufficient detail so that the matter may be understood by the public; and



(V) be signed by the municipal officer.

(B) Notwithstanding subsection (A) of this subdivision (2), a municipal officer that would benefit from any contract entered into by the municipality and the officer, the officer's immediate family, or an associated business of the officer or the officer's immediate family, and whose official duties include execution of that contract, shall recuse themselves from any decision-making process involved in the awarding of that contract.

(C) Notwithstanding subsection (A) of this subdivision (2), a municipal officer shall not continue to act in a matter involving the officer's conflict of interest or appearance of a conflict of interest if authority granted to another official or public body elsewhere under law is exercised to preclude the municipal officer from continuing to act in the matter.

(3) If an officer's conflict of interest or the appearance of a conflict of interest concerns an official act or actions that take place outside a public meeting, the officer's nonrecusal statement shall be filed with the clerk of the municipality and be available to the public for the duration of the officer's service plus a minimum of five years.

(4) If an officer's conflict of interest is related to an official municipal act or actions considered at a public meeting, the officer's nonrecusal statement shall be filed as part of the minutes of the meeting of the public body in which the municipal officer serves.

(5) If, at a meeting of a public body, an officer becomes aware of a conflict of interest or the appearance of a conflict of interest for the officer and the officer determines there is good cause to proceed, the officer may proceed with the matter after announcing and fully stating the conflict on the record. The officer shall submit a written nonrecusal statement pursuant to subdivision (2) of this subsection within five business days after the meeting. The meeting minutes shall be subsequently amended to reflect the submitted written nonrecusal statement.

(c) Authority to inquire about conflicts of interest. If a municipal officer is a member of a public body, the other members of that body shall have the authority to inquire of the officer about any possible conflict of interest or any appearance of a conflict of interest and to recommend that the member recuse themselves from the matter.

(d) Confidential information. Nothing in this section shall require a municipal officer to disclose confidential information or information that is otherwise privileged under law.

## **§ 1993. PROHIBITED CONDUCT**

(a) Directing unethical conduct. A municipal officer shall not direct any individual to act in a manner that would:

(1) benefit a municipal officer in a manner related to the officer's conflict of interest;

(2) create a conflict of interest or the appearance of a conflict of interest

for the officer or for the directed individual; or

(3) otherwise violate the Municipal Code of Ethics as described in this chapter.

(b) Preferential treatment. A municipal officer shall act impartially and not unduly favor or prejudice any person in the course of conducting official business. An officer shall not give, or represent an ability to give, undue preference or special treatment to any person because of the person's wealth, position, or status or because of a person's personal relationship with the officer, unless otherwise permitted or required by State or federal law.

(c) Misuse of position. A municipal officer shall not use the officer's official position for the personal or financial gain of the officer, a member of the officer's immediate family or household, or the officer's business associate.

(d) Misuse of information. A municipal officer shall not use nonpublic or confidential information acquired during the course of official business for personal or financial gain of the officer or for the personal or financial gain of a member of the officer's immediate family or household or of an officer's business associate.

(e) Misuse of government resources. A municipal officer shall not make use of a town's, city's, or village's materials, funds, property, personnel, facilities, or equipment, or permit another person to do so, for any purpose other than for official business unless the use is expressly permitted or required by State law; ordinance; or a written agency, departmental, or institutional policy or rule. An officer shall not engage in or direct another person to engage in work other than the performance of official duties during working hours, except as permitted or required by law or a written agency, departmental, or institutional policy or rule.

(f) Gifts.

(1) No person shall offer or give to a municipal officer or candidate, or the officer's or candidate's immediate family, anything of value, including a gift, loan, political contribution, reward, or promise of future employment based on any understanding that the vote, official action, or judgment of the municipal officer or candidate would be, or had been, influenced thereby.

(2) A municipal officer or candidate shall not solicit or accept anything of value, including a gift, loan, political contribution, reward, or promise of future employment based on any understanding that the vote, official action, or judgment of the municipal officer or candidate would be or had been influenced thereby.

(3) Nothing in subdivision (1) or (2) of this subsection shall be construed to apply to any campaign contribution that is lawfully made to a candidate or candidate's committee pursuant to 17 V.S.A. chapter 61 or to permit any activity otherwise prohibited by 13 V.S.A. chapter 21.

(g) Unauthorized commitments. A municipal officer shall not make unauthorized commitments or promises of any kind purporting to bind the municipality unless otherwise permitted by law.

(h) Benefit from contracts. A municipal officer shall not benefit from any contract entered into by the municipality and the officer, the officer's immediate family, or an associated business of the officer or the officer's immediate family, unless:

- (1) the benefit is not greater than that of other individuals generally affected by the contract;
- (2) the contract is a contract for employment with the municipality;
- (3) the contract was awarded through an open and public process of competitive bidding; or
- (4) the total value of the contract is less than \$2,000.00

## **APPENDIX IX City of Essex Junction Substance Misuse Policy**

### **Section 1. Purpose**

The illegal use, possession, distribution, cultivation or manufacturing of any drug (including alcohol) while on City premises (including all buildings and grounds) or while on the job is strictly prohibited, and any violation of this prohibition is cause for termination. Being under the influence of drugs (including alcohol) while on the job is also prohibited, and is grounds for discipline, including termination. Any illegal substance confiscated will be turned over to the appropriate law enforcement agency and may become the basis for prosecution.

Medications prescribed by accredited physicians and used by the person for whom prescribed, at the prescribed dosage levels, do not fall within the prohibition of this policy.

### **Section 2. Violations**

When the City has a probable cause to believe reasonable belief that an employee is using or is under the influence of a drug while on the job, that fact alone is sufficient for termination. Under such circumstances, if the employee denies that they are under the influence, the City may seek to have a drug screening test performed to detect the presence of drugs in the urine. If the City requests the test, and if the employee agrees to participate in urinalysis, and the test is positive, the employee will not be terminated if they participate in and successfully completes a treatment program for alcohol or drug abuse provided by or through the City in consultation with the Employee Assistance Program.

However, the employee may be suspended for a period of up to three (3) months while they complete the rehabilitation program.

If the employee does not participate in and successfully complete the rehabilitation program (including negative test results during the program), the employee will be terminated.

If, after having tested positive and successfully participated in a treatment program recommended by the Employee Assistance Program, the employee at a later date again provides probable cause to believe they are under the influence of drugs while on the job, the employee may be terminated upon a positive test.

### **Section 3. Termination**

Nothing in this policy shall limit the City's authority to terminate (or impose other discipline) for cause. An employee may be terminated (pursuant to the usual termination procedures) for violation of Section 1 without being offered a drug rehabilitation program under Section 2.

## **Section 4. Testing**

Any drug test administered under this policy shall be administered in accordance with 21 V.S.A. Sections 514-519. The City may not request or require that a blood sample be drawn for the purpose of administering a drug test. The test shall be by urinalysis only and shall be administered only by a laboratory designated by the Department of Health and shall be administered only to detect the presence of alcohol or drugs as defined in 21 V.S.A. Section 511 (4) at non-therapeutic levels, as set by the Commissioner of Health pursuant to 21 V.S.A. Section 518 (c).

Before an employee whose position requires a CDL or an applicant with a CDL is tested, they will be provided with a copy of this written policy, which identifies the circumstances under which persons may be required to submit to drug tests, the particular test procedures, the drugs to be screened, a statement that over-the-counter medications and other substances may result in a positive test and the consequences of a positive test result.

If an applicant tests positive, the applicant shall not be hired. If an employee tests positive, the procedures of Sections 2 and 3 shall be followed.

- (1) The employee or applicant shall be given the opportunity at their request and expense, to have a blood sample drawn at the time the urine sample is provided and preserved in such a way that it can be tested later for the presence of drugs.
- (2) The City is required by law to establish a chain of custody procedure for both sample collection and testing that will verify the identity of each sample and test result.
- (3) The City shall require the laboratory performing the test to confirm any sample that tests positive by testing the sample by gas chromatography with mass spectrometry or an equivalent scientifically accepted method that provides quantitative data about the detected drug or drug metabolites.
- (4) The detection of a drug at a therapeutic level as defined by the Commissioner of Health shall be reported as a negative test result. The laboratory's report shall not contain any information indicating the presence of a drug at a therapeutic level as defined by the Commissioner.
- (5) The laboratory shall simultaneously provide the City and the employee or applicant with identical copies of the written report of the drug test result, which includes all of the following information:
  - a. The name of the person being tested.
  - b. The type of test conducted for both initial screening and confirmation.
  - c. The results of each test.
  - d. The detection level, meaning the cut-off or measure used to distinguish positive and negative samples, on both the initial screening and confirmation procedures.
  - e. The name and address of the laboratory.

- f. Any other information provided by the laboratory to the City concerning that person's test.
- (6) A laboratory may report to an employer that a urine sample is positive only if both the initial test and confirmation test are positive for the particular drug. Test results shall only be provided by written report as described above.
  - a. The City will ensure that a portion of any positive sample is preserved in a condition that will permit accurate retesting for a period of not less than ninety (90) days after the employee or applicant receives the test results.
- (7) In the event that an employee or an applicant tested pursuant to the above has positive drug test results, the City shall meet informally with such employee or applicant to explain the results and why the results may not be accurate. The City shall provide the employee or applicant with an opportunity to retest a portion of the sample at an independent laboratory at the expense of the employee or applicant and shall consider the results of such retest.
- (8) Any information concerning any drug test results taken by the City pursuant to this policy, shall be confidential and shall not be released to anyone except appropriate City officials and the employee or applicant. Such information may be obtained by court order or process only as provided by 21 V.S.A. Section 516 and may be used in evidence in any judicial or quasi-judicial proceeding only to the extent allowed by 21 V.S.A. Chapter 5.

## **Section 5. Test Procedures**

- (1) The test shall be administered only to detect the presence of alcohol or drugs, as defined in 21 V.S.A., Section 511(3).
- (2) The testing laboratory will perform a screening test, Enzyme Multiplied Immunoassay Test (EMIT), on each sample submitted only for those drugs listed in (1) above. When a screening result is negative, no further test may be conducted on that sample. When a screening test is positive, a confirmation test, Gas Chromatography/Mass Spectrometry (GCMS), will be performed on that sample. The laboratory will freeze and retain all confirmed positive samples for a period of not less than ninety (90) days after the person tested receives the results. The City shall ensure that the laboratory will preserve a portion of any positive sample in a condition that will permit accurate retesting for a period of not less than ninety (90) days after the person tested receives the test results. Should a legal challenge occur, the specimens will be retained throughout the period of resolution of the challenge. All other samples may be discarded.
- (3) In the event of a positive urine test result, if the employee or applicant has requested a blood sample to be taken at the time the urine sample was given, the employee or applicant may, at his/her own expense, have the opportunity to have

such blood sample tested at an independent laboratory. The blood sample must be stored, and chain of custody must be maintained as provided in this policy. Storage may be arranged with the designated testing laboratory performing the City's urinalysis, pending notification by the employee or applicant of another laboratory chosen by the employee or applicant. The sample shall be stored for at least ninety (90) days after the receipt of test results by the employee or applicant, unless the sample is sent to an independent laboratory for testing at the request of the employee or applicant. The laboratory so chosen must have been designated by the State of Vermont Department of Health to perform drug testing pursuant to 21 V.S.A. Section 514 (4). The employee or applicant must provide the name of the laboratory so chosen to the City within five (5) days of receipt of the results of the tests conducted upon the sample submitted for testing by the City. The employee or applicant shall pay all costs of taking, storing and testing of the blood sample. The testing laboratory shall send test reports for such blood sample to both the City and the employee or applicant tested. The results of such tests shall be considered by the City.

## **Section 6. Collection of Samples**

- (1) For all testing allowed under this policy, the specimen to be collected shall be the employee's or applicant's urine. The employee or applicant shall present a photo ID or be identified to testing personnel by a representative of the City. The sample collection facility may follow its usual procedures to ensure that the specimen received is genuine and unadulterated, except to the extent proscribed hereby.
- (2) The collection of any sample for use in a drug test will be conducted in a medical facility by medical personnel trained in collection techniques.
- (3) Employees or applicants are not required to remove any clothing for the purpose of collecting a urine sample, except that personal belongings and any outer garments must be left outside the collection area. No employee or applicant may be required to provide a urine sample while being observed, directly or indirectly, by another individual, except that, in the event that personnel administering the test have grounds to believe an attempt has been made to tamper with a sample at the time of collection, such personnel may follow the usual procedures of the collection facility to assure that an untampered with sample is provided, including observation.
- (4) Urine samples will be collected in a new, sealed, clean containers manufactured for the purpose of urine collection. The person in charge of collection may, in the presence of the test subject, measure the temperature of the specimen within four (4) minutes of voiding, the specific gravity of the specimen (if indicated), and evaluate the color and odor of the specimen.

- (5) Sample collection facilities should be done at FMCSA DOT Drug Testing Facility in Vermont. Facilities may be changed or added as necessary.

## **Section 7. Chain of Custody and Storage of Samples**

- (1) All urine samples shall be immediately sealed in a tamper-evident container. A peel-off, control-numbered label shall be removed from the written requisition form, placed over the cap, and extended over the sides of the container. The specimen container shall be clearly and indelibly labeled with the date, time of collection, and the identifier associated with the person from whom the specimen was obtained. The employee or applicant will initial and date the top of the label, ensuring the employee or applicant was present when the seal was affixed to the container. The employee or applicant will also sign and date the substance abuse test requisition form once the form is completed. The sealed container shall be enclosed with the requisition form in a zip lock bag. The zip lock bag shall be placed into the specimen transport box and the box shall be sealed. The tamper-evident, sealed specimen box shall be promptly transported to the laboratory either by the laboratory courier or via over-night delivery.
- a. Blood specimens, when requested by the employee or applicant pursuant to 21 V.S.A. Section 514 (6) (b), will be collected in vacuum-activated blood collection tubes, with such preservations as may be specified by the testing laboratory. The employee's or applicant's blood specimen will be sealed, labeled, and signed for in the same manner as the urine sample. Testing shall only be performed on the blood specimen at the employee's or applicant's request. The blood specimen shall be preserved and stored pending a request by the employee or applicant for testing. The blood specimen may be destroyed ninety (90) days after the results of the urinalysis has been received by the employee or applicant, unless the employee or applicant has requested, in writing, that tests be performed on the blood sample.
- (2) Immediately upon collection of each sample, a chain of custody record shall be established for that sample, indicating the identity of each person having control over the sample and the times and dates of all transfers or other actions pertaining to the sample. The completed chain of custody record shall be placed in the specimen transport box before the sealing of the box.
- (3) If immediate transportation or shipment is not feasible, the specimens will be refrigerated at less than 6 degrees C.
- (4) At the laboratory, the chain of custody of the untampered-with specimen shall be maintained through the testing process, and with respect to the portion of the sample which is to be retained in the event of a positive



test.

- (5) 4) Such other protections deemed necessary by the sample collection facility and/or the designated laboratory, for the maintenance of chain of custody and proper storage of the specimen, may also be undertaken by them.

## **APPENDIX X Electronic Communications and Computer Use Policy**

### **Purpose:**

This policy ensures the appropriate and secure use of City-owned computers, hardware, software, and communications equipment provided to employees for work-related purposes. This policy does not apply to computers available for public use at Brownell Library.

### **Systems Overview:**

The City of Essex Junction provides computers (including laptops), email, telephones, cellular phones, and facsimile equipment to support the City's business objectives. Each employee is responsible for ensuring that these tools are used primarily for business purposes, with confidentiality maintained at all times.

### **Use:**

City computers and electronic communication equipment are public property. Accordingly, City Management or the Police have the right to inspect the contents of any City-owned device or any device used during City work time, including hard drives, disks, or other storage media.

### **Security:**

Each employee is responsible for computer security, including using strong passwords and other security measures to protect data.

- Employees are expected to comply with all security measures and collaborate with the IT department/vendor as needed to prevent and address security threats.
- Employees are required to use passwords to access City systems, ensuring that each password remains confidential and exclusive to the individual employee. Passwords should be a combination of at least ten characters, including both letters and numbers.
- All cloud applications used for City operations must be secured with multi-factor authentication (MFA) whenever the application supports this feature.

### **Personal Use:**

City computers and electronic equipment are intended for public business and should not be used for personal activities that interfere with job performance. City computers should not be used for profit-making activities during or outside work hours.

### **Correspondence and the Open Meeting Law:**

All correspondence received on a City-owned computer related to public business may be subject to the Open Meeting Law, meaning it may be available for public inspection under the law.

### **Email Use:**

Emails sent or received on City computers must be treated with professionalism, confidentiality, and propriety, similar to written correspondence. Employees should not expect privacy for emails on City-owned systems. The City Manager, or their designee, may authorize access to an employee's email.

Prohibited email content includes obscene/offensive language, inappropriate images, sexually explicit material, or messages that disparage individuals or groups.

Limited personal email use is allowed, provided it does not interfere with job duties, involve private gain, or violate any policy.

Employees may not send chain letters, personal solicitations, or unauthorized information.

Attachments should be kept reasonably sized.

Any attachment from an unknown source should not be opened and should be deleted immediately if flagged as potentially infected.

Emails containing confidential or sensitive information should be encrypted to ensure their security and protect the information.

**Internet Access:**

Internet access is provided for work purposes to assist employees in performing job duties. Access may be suspended if misused, potentially affecting job performance.

Accessing or displaying obscene, offensive, or disparaging content is strictly prohibited.

The use of City-provided Internet for personal or financial gain, gambling, commercial, or investment activities during or after work hours is not permitted.

Employees must consult with the City's Managed Service Provider before downloading any software or programs from the Internet.

**Discipline:**

The City Manager, or designee, may review the contents of any City computer, including hard drives and other media, to ensure compliance with this policy. Employees have the right to be present during such reviews. Policy violations may result in disciplinary actions, which may include warnings, suspension, or termination, depending on the severity of the violation.

## **APPENDIX XI Safety Policy**

WHEREAS, the City of Essex Junction is an incorporated political subdivision of the State of Vermont,

THEREFORE, the City is both empowered and obligated to provide essential municipal services to benefit its residents and the general public.

The City of Essex Junction is committed to providing these services in a manner that prioritizes workplace safety and minimizes hazards wherever possible, while continuing to serve the community effectively. It is the City's policy to uphold the highest standards of safety by complying fully with all applicable state and federal laws, rules, and regulations related to occupational health and safety.

To support this commitment, the City has established a Safety Committee, composed of representatives from each department (Water Resource Recovery Facility, Public Works, Library, 2 Lincoln, and Fire). Each Department Head is responsible for appointing a representative from their area. The Safety Committee will convene quarterly to uphold and enhance safety standards across all City operations.

The Committee's responsibilities include:

1. Reporting any safety-related concerns and recommending improvements to the relevant Department Head and/or City Manager.
2. Developing and recommending safety policies and procedures, both at the departmental and organization-wide levels, for review and approval by Department Heads and/or the City Manager.
3. Organizing safety training sessions, with approval from the Department Head and/or City Manager, to promote safe practices across the organization.
4. Setting a positive example in workplace safety, advising employees on adherence to safety policies and reporting unsafe activities to the Department Head and/or City Manager.
5. Performing additional safety-related duties as may be assigned or approved by the City Manager.

## **APPENDIX XII Employee Recognition and Merit Bonus Awards Policy**

The City of Essex Junction is committed to a fair and consistent compensation program. Recognizing that some employees perform above and beyond standard expectations, we aim to honor outstanding achievements and contributions that significantly benefit the City. Through merit and bonus awards, the City rewards employees who demonstrate exceptional performance, tackle special projects of major importance, or consistently exceed expectations in their regular duties. This policy encourages excellence and acknowledges employees whose efforts make a meaningful impact.

### **Eligibility**

- Merit Bonus Awards: Only full-time, non-probationary employees are eligible for non-recurring merit bonus awards.
- Longevity Awards: All employees (both full-time and part-time) qualify for longevity awards, recognizing continuous years of service.

### **Types of Awards**

#### **1. Non-Recurring Bonuses**

Non-recurring bonuses are one-time lump sum or cash-equivalent awards that do not affect the employee's hourly rate.

- Special Project Bonus: Employees who demonstrate exemplary work on a short-term (less than 12 months) special project, in addition to regular duties, may receive a bonus of at least \$250. Eligible projects include initiatives that enhance the City's business or residential appeal, generate cost savings, or improve departmental services.
- Performance-Based Bonus: Employees who consistently perform above standard expectations, achieving a performance rating of "4" or higher, may qualify for a bonus of at least \$500 during their annual review. This bonus is awarded in addition to any regular salary adjustments based on performance.
- Nomination Process: Department heads must nominate employees for bonus or education awards. The City Manager will recommend award amounts, with final approval from the City Council. The total award will not exceed 5% of the employee's annual salary.

#### **2. Education Award**

Employees who earn a degree or higher education certificate relevant to their job may be nominated to receive a bonus award of up to \$1,000.

#### **3. Longevity Bonus Awards**

Longevity awards celebrate milestones in continuous service and are given in five-year increments beginning at the 10-year mark. All employees, both full-time and part-time, are eligible, with service counting as total years with the City (including rehired or part-time service).

- Award Amounts:
  - 10 years of service: \$25
  - 15 years of service: \$30
  - 20 years of service: \$50
  - 25 years of service: \$75
  - 30 years of service: \$100

Longevity bonuses are awarded annually and are direct deposited into employee paychecks.

**Taxation**

All monetary awards are taxable as additional income and will be subject to payroll taxes in accordance with IRS regulations.

## **APPENDIX XIII Policy on Administrative Procedures for Personnel Files and Medical Records**

### **Purpose**

This policy is designed to ensure accurate and complete record-keeping practices to comply with legal standards, maintain employee privacy, and minimize employer liability. Personnel files are intended to reflect employees' work history and performance comprehensively. This policy applies to all employees and departments to ensure consistency, privacy, and compliance with legal obligations.

### **Section 2: File Maintenance and Security**

#### **1. File Maintenance**

Personnel and medical files will be maintained in secure, restricted-access locations including electronic systems, to protect employee privacy. Records will be updated as necessary to reflect changes in employment status, performance, benefits, or other relevant information.

#### **2. File Security**

Access to personnel and medical files is limited to authorized personnel only. Files are stored securely in locked cabinets or on secure electronic systems.

#### **3. File Retention**

Personnel and medical records will be retained for the period required by applicable laws and regulations. Upon separation, personnel records will be archived securely for the duration stipulated by legal retention policies. See, i.e., State of Vermont General Record Schedule, Issued to All Public Agencies, GRS-1304.1103: Personnel Files ([https://sos.vermont.gov/media/zdka4izb/grs-13041103\\_managingemployees.pdf](https://sos.vermont.gov/media/zdka4izb/grs-13041103_managingemployees.pdf)).

4. In the event that the current HRIS system is discontinued, all documents will be downloaded and retained by the City in a secure electronic system.

### **Section 3: Personnel File Contents**

Personnel files are maintained to document each employee's work history and performance. The contents of personnel files may include, but are not limited to, the following:

1. Employment application and resume.
2. Offer letter, employment agreement, or contracts.
3. Job descriptions and work assignments.
4. Performance evaluations and performance improvement plans.
5. Documentation of promotions, demotions, transfers, or changes in job responsibilities.
6. Training and certification records.
7. Disciplinary actions, if any, with accompanying documentation.

8. Records of compensation changes, benefits enrollment, and payroll records as legally required.
9. Employee acknowledgments of policy and handbook receipt.
10. Records of attendance, punctuality, and any leave of absence.

#### **Section 4: Personnel File Access**

##### **1. Employee Access**

Employees may request access to their physical personnel file by submitting a written request to Human Resources. Access will be granted within a reasonable timeframe, and employees may review their file in the presence of an HR representative. Employees can make copies of documents in their file, except for restricted documents. These restricted documents are determined based on state and federal laws.

Files are stored in a secure Human Resources Information System (HRIS), ensuring protection and access only to authorized personnel. Each employee can access their own documents directly through this system, except for restricted documents. These restricted documents are determined based on state and federal laws.

##### **2. Management and Supervisor Access**

Access to personnel files is granted only to authorized supervisors and managers with a legitimate need to review specific information for employment decisions, such as promotions, disciplinary actions, or performance reviews. Access will be coordinated through the Human Resources Director.

##### **3. Third-Party Access**

Access to personnel files by individuals outside of the organization is restricted and will only be granted if required by law, or with written employee consent, or as part of legal or regulatory compliance.

#### **Section 5: Medical Record File Contents**

Medical records are kept in separate files to ensure confidentiality and limit access. Medical record files may include, but are not limited to:

1. Medical certifications, notes, and records related to employee absences, leaves, or accommodations (e.g., FMLA, ADA).
2. Workers' compensation claims records.
3. Records of health screenings, vaccinations, or physical examinations required for employment.
4. Documentation related to disability benefits or workplace accommodations.
5. Health insurance enrollment forms and benefits information.

#### **Section 6: Medical Record File Access**



**1. Employee Access**

Employees may access their medical record file by submitting a written request to the Human Resources Director. Human Resources will be present during the review, and employees may make copies of documents contained in their file, unless restricted by law. Additionally, the original file may not be removed from the City offices.

**2. Restricted Access**

Access to medical record files is strictly limited to designated Human Resources personnel and individuals who are responsible for administering benefits, leave, or accommodation programs. Supervisors and managers may not access medical records except where necessary to implement necessary accommodations or comply with work restrictions and only with HR guidance.

**3. Third-Party Access**

Medical records may only be disclosed to third parties in accordance with applicable laws or with the employee's written consent. For legal and compliance purposes, requests for access to medical records by third parties will be reviewed and managed by the HR department to ensure compliance with all applicable privacy laws.

**4. DOT Regulations**

In accordance with DOT Regulation 49 CFR Part 40, Sec 40.25, upon request, the City shall provide a prospective employer of a City employee a CDL driver's past history of positive drug or alcohol tests and/or refusals to be tested if the employee signs a release of information form.

**5. Investigation**

Medical records at issue in a matter may be viewed by the City Council, City Manager and Human Resources Personnel in connection with an investigation in accordance with these Regulations.

**Compliance and Enforcement**

The Human Resources Director is responsible for ensuring compliance with this policy. Any violations of this policy, including unauthorized access or disclosure of personnel or medical records, may result in disciplinary action, up to and including termination of employment.

## **APPENDIX XIV Policy Regarding Providing References for Former Employees**

It is the policy of the City of Essex Junction that when prospective employers inquire about the employment history of former employees, the information provided shall be limited to the following:

1. Name of employee
2. Job Title(s)
3. Dates of Employment

No other information will be provided unless a signed release for reference check is completed

- A) Information Requests and Employment References. Requests for information from employee files and inquiries from outside the City, including requests for references on former employees, will be directed to the Human Resources Director. The City will only provide dates of employment and positions held unless a reference release form is completed. Elected officials and employees are prohibited from providing employment references regarding current or former employees.
- B) Production of Employee Personnel Records. The City will notify an employee, and to the extent practicable, a former employee, in writing when it provides personnel records in response to a legally issued subpoena. In responding to a subpoena, the City will comply with applicable state laws related to producing personnel records to a party in court action. Without a subpoena, the City will not provide personnel records to a third party. Therefore, if an employee or former employee wishes to provide such records to a third party, the employee should access and copy the portions of his or her personnel record to be provided.

## **Release of Information for Employee Reference Check**

I acknowledge that I have been informed that it is the City of Essex Junction's general policy to disclose in response to a prospective employer's request only the following information about current or former employees: (1) name of employee, (2), job title and (3) dates of employment.

By signing this release, I am voluntarily requesting that City of Essex Junction departs from this general policy in responding to reference requests from any prospective employer that may be considering me for employment. I authorize City of Essex Junction to disclose to such prospective employers any employment-related information that City of Essex Junction, in its sole discretion and judgment, may determine is appropriate to disclose, including any personal comments, evaluations, or assessments that City of Essex Junction may have about my performance or behavior as an employee.

In exchange for the City of Essex Junction agreement to depart from its general policy and to disclose additional employment-related information pursuant to my request, I agree to release and discharge City of Essex Junction and their representatives from all claims, liabilities, and causes of action, known or unknown, fixed or contingent, that arise from or that are in any manner connected to City of Essex Junction's disclosure of employment-related information to prospective employers. This release includes, but is not limited to, claims of defamation, libel, slander, negligence, or interference with contract or profession.

I acknowledge that I have carefully read and understand the provisions of this release. This release sets forth the entire agreement between the City of Essex Junction and myself.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX XV Cell Phone Stipend Policy**

### **Purpose:**

To provide a stipend to employees who require access to a cell phone because of the nature of their work. The stipend is intended to offset the phone's costs and to protect the City and its employees from tax liability by ensuring compliance with the Internal Revenue Code (IRC) and its corresponding regulations.

### **Scope:**

Employees who hold positions that include the need for a cell phone may receive a monthly stipend to reimburse them for business-related costs incurred when using their personally-owned cell phone.

This stipend does not constitute an increase in base pay and will not be included in the calculation of percentage increases to base pay due to annual raises, job upgrades, benefits based on a percentage of salary, etc.

Employees may be eligible for this stipend if one or more of the following criteria are met:

1. The employee's job requires considerable time outside of their assigned office or work area, and it's important to the city for the employee to be accessible during those times.
2. The employee's job requires the employee to be accessible outside of scheduled or normal working hours.
3. The employee's job requires wireless data and internet access that is not available through existing work equipment.

### **AND**

4. The employee's department manager or the City Manager has approved the request for a cell phone stipend in lieu of a City issued cell phone.

The stipend amount will be determined annually, and will be equal to the cost of a cell phone plan under the City's current wireless carrier contract.

### **Additional Resources:**

<https://www.shrm.org/resourcesandtools/hr-topics/compensation/pages/cellphonetax.aspx>

## Cell Phone Stipend Agreement

Employee Name: \_\_\_\_\_ Stipend Start Date\*: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Monthly Stipend Amount: \$45 (FY25)  
Department: \_\_\_\_\_ Employee ID: \_\_\_\_\_  
Cell Phone #: \_\_\_\_\_ Cellular Carrier: \_\_\_\_\_  
Business Purpose: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*\*Stipend payment should begin with the start of the next month and will be paid in the last check of each month.*

### Policy Summary

Employees who hold positions that include the need for a cell phone may receive a cell phone stipend to reimburse for business-related costs incurred when using their personally-owned cell phones. The stipend will be considered a non-taxable fringe benefit to the employee. The City will review and set the amounts to be provided for stipends and reimbursement on an annual basis. For more information, refer to the *Cell Phone Stipend Policy*.

### Employee Responsibilities

Recipients of a cell phone stipend have the following responsibilities:

- Purchase cellular phone service and equipment and assume responsibility for vendor terms and conditions. The employee is responsible for plan choices, service features, and calling areas that meet the requirements of the job and the area of service the stipend is intended to cover (on campus, during travel or at home). This includes termination clauses, and paying all charges associated with the cellular service and device.
- Attest to related necessary business use. Submit the latest monthly billing statement when the stipend begins and then each August to verify that the stipend is spent on this resource.
- Report any job function changes that eliminate or significantly reduce the business need for a cell phone to your supervisor within 5 business days of this change. Also, if the employee reduces service levels in the wireless contract below the reimbursed amount, the same communication expectations exist.
- Keep (or have access to) monthly invoices for a two-year period so they can be produced upon request by either a City rep or the Internal Revenue Service.
- Avoid using the cellular phone for work related purposes while operating a motor vehicle, machinery or in other dangerous situations.
- Comply with all Federal and State data maintenance and protection laws (e.g., FERPA, record retention requirements, etc.), as well as all City policies, including those pertaining to data security, acceptable computing use, and email.

- Delete all City data from the cell phone when employment with the city is severed, except when required to maintain the data in compliance with a litigation hold notice.

### **Employee Certification**

By signing below, I certify that I have read, understand, and agree to the Cell Phone Stipend Policy and my responsibilities under the policy.

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Department Head/City Manager Signature*

\_\_\_\_\_  
*Date*

\*Reimbursement Rates are subject to change from fiscal year to fiscal year.