

Barton Village, Inc.
Regular Trustees Meeting

Monday, July 10, 2023

6:00 pm

Barton Village Memorial Hall

Agenda

- A. Call to Order
- B. Changes to the Agenda/Additions or Deletions
- C. Privilege of the Floor

ACTION ITEMS:

- D. Minutes from Regular Board of Trustees Meeting June 12, 2023
- E. Minutes from Regular Board of Trustees Meeting June 26, 2023
- F. 2023 Tax Assessments
- G. CY 2022 Audit

DISCUSSION ITEMS:

- H. Personnel Policy
- I. ESS Report
- J. BMB Use of Space
- K. Management/Staff Report

OTHER ITEMS:

- L. Other Business

EXECUTIVE SESSION ITEMS:

- M. Personnel [1 V.S.A. §§ 313 (a)(3)]
- N. Adjourn

Date of Next Regular Board Meeting: July 24, 2023

Barton Village, Inc.
Regular Trustees Meeting

Monday, June 12, 2023

6:00 pm

Barton Village Memorial Hall

Attendance: Gina Lyon (Chair), Ellis Merchant, Marilyn Prue, Denis Hayden, Dave Billado, Michael Mainer from Aldrich & Elliott, Patrick Hurley from Memphremagog Watershed Association, Jacqueline Laurion (Clerk)

Minutes

- A. Call to Order:** Gina called the meeting to order at 6:01pm
- B. Changes to the Agenda/Additions or Deletions:** None
- C. Privilege of the Floor:** Denis Hayden; discussion regarding a Village right of way on Sunrise Avenue. It was decided that Mr. Hayden needs to have a conversation with Mr. Paul Sicard & Mr. Nate Sicard. The question posed to the trustees from Mr. Hayden was if they wanted him (Mr. Hayden) to give an area on his property to the Village to allow a turn around should he sell his property. The trustees were interested.

ACTION ITEMS:

- D. Aldrich & Elliott** – The company chosen to conduct the engineering portion to facilitate the Wastewater Facility Upgrades. Michael Mainer reviewed both documents listed below and answered questions.
 - a. Engineering Service Agreements - The engineering study related to the upgrades will cost up to \$28,000
 - b. State Revolving Loan Fund Application - A 50% subsidy is being applied for from federal funding being administered by the State of Vermont.

A motion was made by Ellis Merchant to accept the Engineering Services Agreement and the State Revolving Loan Fund Applications as presented. Seconded by Marilyn Prue. All approved and documents signed.

- E. Memphremagog Watershed Association** – Trustee Support of Stormwater watershed project. Patrick Hurley, Project Manager of the Memphremagog Watershed Association discussed the proposed project. As Gina Lyon reported at the meeting on May 22, 2023, the Association is looking for the Board's support as the governing body – this

will help the Association with seeking funding opportunities for the project. The goal is to catch as much of the road sand & salt run off on 6 ½ acres from Irvings Gas down Church street and over to the railroad tracks.

In addition, an easement from the Village will be needed as the land where a portion of the project is located on village property as well as Solid Rock Assembly of God Church.

The work would be funded by grant programs offered by the State of VT. Upon completion of the project the Village takes ownership and the related ongoing maintenance. The first 15 yrs of maintenance is part of the grant. There are other grants available to fund ongoing maintenance. This is a low maintenance project.

Gina made a motion to move forward with the proposed **Memphremagog Watershed Association** project on 114 Church street and vicinity. Ellis 2nd the motion. All approved and support letter signed.

- F. Minutes from Regular Board of Trustees Meeting May 22, 2023 - No corrections or deletions. Marilyn made a motion to approve the minutes with no changes. Ellis seconded. All approved and minutes signed by Gina.
- G. Minutes from the Special Board of Trustees Meeting June 5, 2023 -No corrections or deletions. Marilyn made a motion to approve the minutes with no changes. Ellis seconded. All approved and minutes signed by Gina.

DISCUSSION ITEMS:

- H. **Results of Smoke Testing/Wastewater Maintenance** – Tim Dagesse was not able to attend the meeting, so this topic has to be tabled for a future meeting.

It was identified that there is some maintenance that will be needed (on the wastewater system) and some property owners who are in violation of the Village’s sewer ordinance. Tim Dagesse, Barton’s wastewater operator, is planning to send the property owners notification of the violation as it pertains to their property. A list of those property owners and a copy of the letter will be provided to the Board prior to moving forward.

- I. **Village Memorial Building Heating Furnace;** The old steam furnace is no longer operational. It has been red tagged and is no longer a viable option for heating. Andy Sicard is obtaining a few quotes for replacement and researching other options for heating the Memorial Building. The discussion turned to grant options available. There are not many steam companies available to work on such a system.

J. Highway Safety Improvement Grant Application

FOR INFORMATIONAL PURPOSES - Barton Village is submitting a request for grant funding through the Highway Safety Improvement Program. The grant is for small scale projects to improve safety on Vermont’s highways. Barton’s application includes funding for line striping, stop bars and stop ahead markings. The Board will be updated

if the grant funding is received. Gina signed the grant application to fund line striping.

- K. **Office Hours:** Discussion around waiting for a Business Manager to make the decision regarding office hours for Village office on Fridays. Interviews for Business Manager will be forthcoming.
- L. **Management/Staff Report** (written report only); See agenda items for updated running list.

OTHER ITEMS:

- M. Other Business - Barton Village 4th of July Parade
Village FaceBook page & access

EXECUTIVE SESSION ITEMS:

- N. NONE
- O. Adjourn: Gina motioned to adjourn 7:40pm, Marilyn 2nd.

Date of Next Regular Board Meeting: June 26, 2023

Submitted by Regina (Gina) Lyon, Board Chair

Attested by Shelia Martin, Village Clerk

Barton Village, Inc.
Regular Trustees Meeting
Monday, June 26, 2023
6:00 pm
Barton Village Memorial Hall

Attendance: Gina Lyon (Chair), Ellis Merchant, Marilyn Prue, Crystal Currier (VPPSA) Dave Billado, Andy Sicard (Village DPW Forman), Paul Sicard, Jacqueline Laurion (Clerk)

Agenda

- A. Call to Order: Gina Lyon called the meeting to order at 6.02PM
- B. Changes to the Agenda/Additions or Deletions - None
- C. Privilege of the Floor - Paul Sicard; in regards to the High Street parcel and the soil testing. Concerned about testing taking place and not being informed of any updates. Crystal advised that the Village has not received any updated testing results to date in 2023. Mr. Sicard hired his own firm to do his own research and those findings have warranted him to request his entire property be dug and dirt removed to an undisclosed depth to see what exactly is under ground. Crystal stated she would have VHB come in with a presentation on what has taken place on the High Street parcel and discuss next steps.
- Mr. Sicard then moved on to discuss Sunrise Ave and the topic of Mr. Hayden coming to the 6/12/2023 meeting. Mr. Sicard noted that there would be no activity on Sunrise Avenue and also noted that the Village has roads that the Village is maintaining that are not on the Village tax map. Forty road & a section of Redfield road was brought up. Mr. Andy Sicard agreed and stated he has been in discussions with the State over the years regarding those roads. Mr. Paul Sicard requested to go into Executive session to discuss his concerns about Sunrise Avenue but since this topic was not warned he was advised that he could not be part of the 6/26 Executive Session but could be added to the 7/10/2023 trustee meeting and he declined to wait until the next Trustee meeting.

ACTION ITEMS:

- D. Minutes from Regular Board of Trustees Meeting June 12, 2023 - Amendment to the minutes to reflect SUNRISE AVENUE and not Sunset Lane as previously noted in the 6/12 minutes.
- E. Financial Reports for period ending May 31, 2023 - Gina made a motion to review the financial reports. Marilyn 2nd the motion. After review, Marilyn made a motion to accept the financial reports as presented. Ellis 2nd the motion.

- F. **East Engineering PLC** --Tyler Billingsley will be the engineer for the Salt/Sand Shed project. He has been working with USDA to determine what has been done and what remains. Both East Engineering and USDA require all parties enter into an agreement for engineering services. That agreement was reviewed and a motion to accept and approve the agreement for engineering services with East Engineering Services and USDA was made by Gina and 2nd by Ellis.
- G. **Salt/Sand Shed Cost Overrun/Funding** - Due to the delay in the project, the construction costs are significantly higher than originally projected in 2020 with total estimated costs in 2023 of \$218k vs the estimated cost in 2020 of \$124K. This results in a considerable funding deficiency (additional \$94K) that would result in a higher cost share to the Village. The prior cost share was estimated at approximately \$31K and this would increase that cost to approximately \$125K. USDA has indicated that the Village can file a new application for the cost overrun but that will likely delay the project until spring of 2024. The Board agreed to reapply to USDA for additional funding with construction anticipated in CY 2024.

DISCUSSION ITEMS:

- H. **Barton Memorial Building Furnace** - discussion about grants available to replace the furnace. Fred's Heating and Plumbing is coming in on July 10th to do an estimate to replace the steam furnace that is no longer in service. A concern is timing of delivery and installation before the cold weather hits.
- I. **Rt 5 & Rt 16 State take over / Street paving priority listing** -The Board has received a response from the Governor's office regarding a letter from the prior Board dated March 13, 2023 requesting the State take over Rt 5 & Rt 16. Discussion around informing the Village Voters that the state rejected the request to take over Rt 5 & Rt 16. Also the urgency to reach out to the VTRANS to keep the State plows down for winter 2023/2024. The discussion moved to a list of Village roads, and the condition of the roads in order to determine a priority of the roads that need paving. Plans for 2023 paving have been scrapped until 2024. In addition discussion again to the roads that are not technically on the Village map. Forty Road and a section of Redfield Road.
- J. **Results of Smoke Testing/Sewer Ordinance Violations** -at the end of May/early June, Tim Dagesse (Village WasteWater Manager) and other Village personnel conducted the smoke testing on the wastewater collection and treatment system. The testing identified

several areas of maintenance that will need to be addressed as well as several areas whereby property owners are in violation of the village's sewer ordinance.

On Monday, June 26th a letter was sent to approximately 15 property owners notifying them that they are in violation of the village's ordinance and a deadline for resolution to the violation. If you receive a letter, it is highly recommended you reach out to Tim Dagesse via the phone number indicated on the letter.

K. Management/Staff Report - Reviewed

OTHER ITEMS:

L. Other Business - None

EXECUTIVE SESSION ITEMS:

M. and N.

Ellis made a motion to find that premature general public knowledge of the Village's discussions and / or negotiations with IBEW personnel would place the Village in a position to suffer a substantial disadvantage because it would expose proposed terms of the contract negotiations. Marilyn 2nd the motion and the motion was approved.

Ellis motioned to go into Executive Session @ 8:52 PM for the purpose of discussing the IBEW Contract negotiations and personnel matters. as allowed under the provisions of Title 1, Section 313 () (3) and Section 313 (A)(1)(B) of the Vermont Statutes.

Marilyn 2nd the motion and the motion was approved.

The Board came out of executive session at 10:00 pm. Ellis Merchant made a motion to accept the IBEW contract covering the period 2023-2025 as presented. The motion was seconded by Regina Lyon and the motion was approved.

Meeting adjourned at 10:05 pm

Date of Next Regular Board Meeting: July 10, 2023

Submitted by Regina (Gina) Lyon, Board Chair

Attested by Shelia Martin, Village Clerk

Barton Village, Inc.
PO Box 519
17 Village Square
Barton, Vermont 05822
(802) 525-4747

July 10, 2023

Shelia Martin
Email: Shelia Martin villagetreasurer802@gmail.com

RE: 2023 Tax Rates

Dear Ms. Martin,

The following amounts to be raised by taxes for 2023 are as follows:

Village: (*)	\$70,000.00
Highway:	\$338,100.00
Water:	\$68,804.00
Wastewater:	\$57,200.00

(*) \$65,000 tax base plus \$5,000 grant matching

Sincerely,

Barton Board of Trustees:

Regina Lyon

Marilyn Prue

Ellis Merchant

Barton Village, Inc.
PO Box 519
Barton, Vermont 05822
(802) 525-4747

Memorandum

To: Barton Village Board of Trustees
From: Crystal Currier
Date: 07/10/2023
Subject: CY 2022 Audit Report
Agenda: Agenda Item "G"

The audited financial report for CY 2022 is complete and is available for the Board's acceptance/approval. The file is rather large; therefore, it will be sent out via a separate email and copies will be available at the meeting. Once approved, the report will be posted on Barton Village website.

Proposed Motion: Motion to accept/approve the CY 2022 Audited Financial Report prepared by Kittell, Branagan and Sargent, CPAs, as presented.

Barton Village, Inc.
PO Box 519
Barton, Vermont 05822
(802) 525-4747

Memorandum

To: Barton Village Board of Trustees
From: Crystal Currier
Date: 07/10/2023
Subject: Personnel Policy
Agenda: Agenda Item "H"

In reviewing the Village's personnel policy, several inconsistencies have been uncovered. I have updated the policy and in doing so, made several assumptions that I feel warrant Board discussion. The policy is attached and the areas I would like specific discussion on are highlighted in yellow. Once I feel the Board is in agreement, with the policy in its entirety, it will be brought back to the Board for approval.

If you have any questions or would like to discuss this prior to the meeting, please feel free to call me anytime.

Proposed Motion: NONE

BARTON VILLAGE, INC.
PERSONNEL POLICY

**BARTON VILLAGE, INC
PERSONNEL POLICY**

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**BARTON VILLAGE, INC
PERSONNEL POLICY**

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**BARTON VILLAGE, INC
PERSONNEL POLICY**

Section 1: TITLE AND AUTHORITY

This policy shall be known as the Village of Barton personnel policy. It has been adopted by the Village of Barton Board of Trustees pursuant to 24 V.S.A. §§ 1121 and 1122.

This personnel policy does not constitute a contract of employment. For employees not covered by any collective bargaining agreement, employment with the Village of Barton is *at-will* and not for any definite period or succession of periods of time. The Village or the employee may terminate employment at any time, with or without notice. The Board of Trustees reserves the right to amend any of the provisions of this personnel policy for any reason and at any time, with or without notice, except in the instance of collective bargaining units. They will receive adequate notice to determine if changes need to be bargained.

This personnel policy will be administered by the Village of Barton Board of Trustees or its authorized representative(s).

Section 2: PERSONS COVERED

This personnel policy applies to full and part-time, employees of the Village of Barton, except when indicated. Except by separate written agreement, seasonal and/or temporary employees, elected officers and their statutory assistants, members of Village boards and commissions, volunteers, and persons who provide the Village with services on a contract basis are not covered by this policy.

For purposes of this policy, employees are defined as follows:

- a. **Collective Bargaining Unit Employee:** An employee who is employed by BVI and enrolled in the Collective Bargaining Unit.
- b. **Non-Collective Bargaining Unit Employee:** An employee who is employed by BVI and is not enrolled or eligible to be enrolled in the Collective Bargaining Unit.
- c. **Full-time:** An employee who works at least 40 hours per week on a regular and continuing basis.
- d. **Part-time:** An employee who works fewer than 40 hours per week on a regular and continuing basis.
- e. **Temporary/Seasonal Employee:** An employee who has been hired by BVI to work on a specific project or to fill-in for a determinable period of time. Typically, seasonal/temporary employees will not exceed one hundred eighty workdays per calendar year; however, this limitation may be exceeded by mutual written agreement between BVI and the employee.

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

Section 3: EQUAL EMPLOYMENT OPPORTUNITY

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

**BARTON VILLAGE, INC
PERSONNEL POLICY**

Section 4: PROBATIONARY PERIOD

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

Section 5: CONDUCT OF EMPLOYEES

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

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

Section 6: CONFLICTS OF INTEREST

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

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

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

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

An employee may accept a nominal gift or gratuity in connection with an action associated with their official duties on behalf of the Village with an estimated monetary value not exceeding \$20 once per calendar year, with the understanding that employees may not directly or indirectly ask, demand, exact, solicit, accept or receive any gift, gratuity, act or promise beneficial to that individual, or another, which could influence any action or inaction associated with their official duties on behalf of the Village, or create the appearance of impropriety in connection with any actions or inactions associated with their official duties on behalf of the Village. Nor shall any employee authorized to procure or to recommend procurement of materials, supplies or services corruptly, directly or indirectly, ask, demand, exact, solicit, seek, accept, receive or agree to receive for the employee or another person, any benefit or benefits from the person providing or soliciting the provision of such materials, supplies or services with the exception of items of a de minimus nature valued \$20 or less (such as vendor booth "freebies").

**BARTON VILLAGE, INC
PERSONNEL POLICY**

Section 7: HOURS OF SERVICE

Regular work hours for persons employed by the Village of Barton shall be 7:30 a.m. to 4:00 p.m., Monday through Friday, with 30 minutes unpaid time allowed for lunch unless their supervisor or the Village of Barton Board of Trustees agree otherwise.

Regular work hours may be changed and employees may be expected to work additional hours that may exceed forty hours in a given week, as circumstances require. All road and electric crew employees are required to be available for work on an on-call basis, especially during the winter months. All Village employees are required to be available for work in case of an emergency, weather-related, or otherwise.

All employees are expected to be in attendance during regular work hours. Employees who will be absent from work are expected to notify their supervisor in advance whenever possible. Employees who are calling in sick are expected to notify their supervisor as soon as possible, but no later than 8:00 a.m.

Section 8: OUTSIDE EMPLOYMENT

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

Prior to accepting any outside employment, employees will disclose their intent to do so in writing and obtain prior clearance from the Village of Barton Board of Trustees that such employment does not constitute a conflict of interest. A record of the Trustees' approval/disapproval will be recorded in the employee's personnel file.

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

Section 9: POLITICAL ACTIVITY

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

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

Section 10: NEPOTISM

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

**BARTON VILLAGE, INC
PERSONNEL POLICY**

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

In the instance where a Trustee is elected and directly supervises a close relative, that Trustee will recuse him/herself from performance reviews and any personnel actions related to that close relative.

Section 11: ALCOHOL AND DRUG USE

The following conduct is prohibited during working hours and on-call hours, while using municipal equipment, and/or while on municipal property:

- The use of alcohol
- The use of drugs except in the manner prescribed by a duly-licensed physician or dentist
- Being under the influence of drugs or alcohol
- The possession, sale, transfer, or purchase of illegal drugs

An employee who engages in any of the above behaviors will be subject to the drug testing policy and subsequent disciplinary action up to and including termination in accordance with VSA 21 Chapter 5 Subchapter 11

In addition to this policy, employees who operate commercial motor vehicles (CMVs) for the Village are also subject to the provisions of the Village's CMV Drug and Alcohol Policy.

Section 12: TOBACCO USE

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

Section 13: PERFORMANCE EVALUATIONS

Employees will receive performance evaluations prior to their anniversary date of their employment with the Village. The results of such evaluations will be submitted to the employee, the employee's supervisor, the Village of Barton Board of Trustees and will become a part of the employee's personnel file. In the event that a performance evaluation is not completed, the employee will receive an automatic rating of "meets expectations".

Section 14: COMPENSATION

- A. Collective Bargaining Unit Employees:
 - Collective Bargaining Unit Employees shall be compensated based on the pay scale identified in the collective bargaining unit agreement.
- B. Non Collective Bargaining Unit Employees:
 1. **Pay Period** – Employees shall be paid on a weekly basis. The week starts on Monday and ends on Sunday.
 2. **Timesheets** - Employees are required to submit timesheets identifying the hours worked and how those hours are segregated by department. Failure to submit a timesheet in a timely manner may delay payment to the employee to the extent allowed by law.
 3. **On-Call, Overtime and Compensatory Pay** -

BARTON VILLAGE, INC PERSONNEL POLICY

Due to the nature of certain village positions, Non-Collective Bargaining Unit employees may be required to be on-call and/or required to work weekends and/or holidays. If an employee is required to work on a weekend day and/or a holiday, the village shall compensate the employee for a three-hour minimum per standard schedule or specific call-out.

In accordance with the Federal Fair Labor Standards Act, the Village is required to compensate nonexempt, non-collective bargaining unit employees at the rate of one and one-half hours for each hour actually worked in excess of forty hours in any workweek. However, BVI expands this to reflect compensation to nonexempt non-collective bargaining unit employees at a rate of one and one-half hours for each hour worked in excess of eight (8) hours in a work-day, including Saturdays and double-time on any hours worked on Sunday and/or a Holiday. Holidays, sick leave, compensatory time off, and vacation days shall count as hours worked for purposes of calculating either overtime or compensatory time eligibility.

In place of overtime pay, the Village, in its discretion, may provide nonexempt employees with compensatory time off ("comp time") subject to the following conditions:

- Comp time in lieu of overtime pay is issued solely at the Village's discretion.
- Comp time is earned at a rate of one and one half hours for each hour worked in excess of eight (8) hours worked in any workday and/or Saturday and at a rate of double pay for any hour worked on Sunday or Holidays.
- All overtime, with the exception of on-call and emergency overtime, should be pre-approved whenever possible by an employee's supervisor/ manager. The employee should indicate on their weekly timesheet, their preference for overtime paid in cash or if they would prefer comp time.
- An employee may accrue a maximum of 90 hours of comp time in a calendar year. An employee who has accrued 90 hours of comp time will be paid overtime compensation for any additional overtime hours.
- An employee receiving payment for accrued comp time will be paid at the regular rate of pay earned by the employee at the time the employee receives such payment.
- Upon termination from employment, an employee will be paid for unused comp time at his/her regular rate of pay at the time of termination.
- An employee who has accrued comp time and requests use of comp time will be permitted to use such time off within a reasonable period after making the request if such use does not unduly disrupt the Village's operations. Requests for use of comp time must be submitted to the employee's supervisor, who will have sole discretion to grant or deny the request. Requests for use of comp time will not unreasonably be withheld.

Section 15: PERSONNEL RECORDS

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

**BARTON VILLAGE, INC
PERSONNEL POLICY**

Section 16: USE OF VILLAGE EQUIPMENT

Except as provided in Section 17, the use of Village equipment or property for personal use is strictly prohibited. Employees should have no expectation of privacy regarding anything stored in or on Village-owned property or Village-owned equipment, including but not limited to desks, filing cabinets, lockers, and vehicles. Employees should expect that such areas may be searched at any time to retrieve work-related materials or to investigate violations of workplace rules.

Section 17: USE OF VILLAGE COMPUTER SYSTEM

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

Employees should have no expectation of privacy regarding anything created, sent or received on the Village computer system. The Village may monitor any and all computer transactions, communications and transmissions to ensure compliance with this policy and to evaluate the use of its computer system. All files, documents, data and other electronic messages created, received or stored on the Village computer system are open to review and regulation by the Village and may be subject to the provisions of Vermont's Public Records Law.

Employees may not introduce software from any outside source on the Village's computer system without explicit prior authorization from their supervisor. Employees may be held responsible for any damages caused by using unauthorized software or viruses they introduce into the Village computer system.

Employees who have a confidential password to access the Village's operating system should be aware that this does not mean the computer system is for personal confidential communication, nor does it suggest that the computer system is the property of that person.

Transmission of electronic messages on the Village computer system shall be treated with the same degree of propriety, professionalism, and confidentiality as written correspondence. The following are examples of uses of the Village computer system which are prohibited:

- Communications that in any way may be construed by others as disruptive, offensive, abusive, discriminatory, harassing, or threatening;
- Communications of sexually explicit images or messages;
- Transmission of chain letters or solicitations for personal gain, commercial or investment ventures, religious or political causes, outside organizations, or other non job-related solicitations during or after work hours;
- Access to internet resources, including web sites and news groups, that are inappropriate in a business setting;
- Any other use that may compromise the integrity of the Village and its business in any way.

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

For purposes of this section, "computer system" means all smart phones, computer-related components and equipment including, but not limited to, host computers, file servers, workstation terminals, laptops, software, internal or external communication networks, the world wide web (www), the Internet, commercial online services, bulletin board systems, back up systems and the internal and external e-mail systems accessed via the Village's computer equipment.

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Section 18: ELIGIBILITY FOR BENEFITS

Currently the only Village employees eligible for benefits are full-time employees, unless otherwise stated.

Section 19: LEAVE

A. HOLIDAY LEAVE

Full-time employees will receive the following paid holiday leave:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day

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

Part-time employees will receive pro-rated holiday pay as outlined in Appendix B

B. VACATION LEAVE

1. Full-time employees within the collective bargain unit will accrue vacation as indicated in the collective bargaining agreement.
2. Non-Collective Bargaining Unit Employees shall receive vacation as follows:
 - a. Annual Accrual.

Years of Service	Annual Accrual Rate
0-4 years	Based on Letter of hire but not less than 80 hours
5-9 years	Initial + 40 hours
10-14 years	Initial + 80 hours
15-24 years	Initial + 120 hours
25+ years	Initial + 136 hours

- b. Employees shall have an annual cap and not accrue more than 150% of his/her annual accrual rate.
- c. Vacation leave accrual begins on the date of hire. However, an employee may not take vacation during his/her probationary period. An increase in the annual rate of accrual of vacation time will occur at the beginning of the year based on the anniversary of their date of hire.
- d. Employees shall have an annual cap and not accrue more than 150% of his/her annual accrual rate.

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e. Vacation leave accrual begins on the date of hire. However, an employee may not take vacation during his/her probationary period. An increase in the annual rate of accrual of vacation time will occur at the beginning of the year based on the anniversary of their date of hire.

f. Employees will receive vacation leave pay at the employee's regular rate of pay at the time used. To help maintain a relaxed and well rested workforce, the Village sets the expectation that staff will take an annual leave of five consecutive business days whenever possible. Any employee who handles cash and/or accounts payable must take five consecutive business days of annual leave each year. Leave must be taken in a minimum of 1-hour increments.

g. Employees are strongly encouraged to take an annual vacation. Vacation schedules are requested, processed and posted by the first of the year and processed in accordance with the collective bargaining agreement, when applicable. Requests to change vacation schedules should be submitted to the employee's supervisor as soon as possible but not less than one week in advance of the requested time off. This notice may be waived at the discretion of the employees' manager or in the event of an emergency where no personal leave is permitted.

h. If an employee not within the collective bargaining unit does not use all of the employee's accrued vacation leave in a year, the employee may carry unused, accrued vacation leave forward to the next year up to a maximum of 10 vacation days. Any unused, accrued vacation leave that exceeds the amount carried forward will be paid out.

i. An employee who resigns from employment with the Village will be compensated for unused, accrued vacation leave, with the exception that any employee who terminates during their probationary period will not be entitled to compensation for any accrued vacation time.

j. The Village Board of Trustees or its designated representative may grant vacation leave to new hires as deemed appropriate. Such discretion shall be based on the individual, position, and/or years of service performed in the related industry and shall be clearly stated in writing signed by the new employee at the time that the hiring occurs. Should an employee be granted vacation leave upon hire that is more generous than what employees are entitled to under this policy, the employee shall maintain that level of leave until such time the entitlements listed are greater than what was provide upon hire.

3. Part-time employees will accrue vacation leave on a pro-rated basis as outlined in Appendix B.

C. PERSONAL LEAVE

Collective bargaining unit employees will receive personal leave as stated in the Collective Bargaining Unit Agreement. Non-Collective Bargaining Unit employees, employed as of January 1st, will receive four (4) personal leave days for that year. Personal days are accrued and available as of January 1st of each year.

Part-time employees shall receive personal leave on a pro-rated basis as outlined in Appendix B.

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D. SICK LEAVE

Collective bargaining unit employees will accrue and may use sick leave as outlined in the Collective Bargaining Unit Agreement.

Full-time Non-Collective Bargaining unit employees will receive one (1) sick leave day per month. Sick leave may be used for an illness or injury that prevents the employee from performing the employee's job duties. An employee may also use sick leave to attend the following appointments that cannot be held outside normal working hours:

- A medical appointment.
- An appointment eligible for short-term family leave under the provisions of the Vermont Parental and Family Leave Act (21 V.S.A. § 472a).
- A funeral not eligible under Section 19 (E).
- A meeting with the employee's personal attorney.
- An appointment for the closing, purchase, sale, or refinancing of a primary residence.
- Any other appointments authorized in advance by the employee's supervisor.

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

All unused sick leave will be rolled over and kept for use into the next year up to a maximum of ninety (90) days.

Upon separation from employment, employees will not be compensated for unused, accrued sick leave. Upon separation from employment, a Collective Bargaining Unit employee will be compensated for unused, accrued sick leave in accordance with the Collective Bargaining Unit Agreement.

Part-time employees shall receive personal leave on a pro-rated basis as outlined in Appendix B.

Temporary/seasonal employees will be eligible for sick leave only in accordance with 21 VSA 481-486.

E. BEREAVEMENT LEAVE

Full-Time employees may be provided with up to five (5) paid bereavement leave related to the death of an immediate family member, domestic partner or member of an employee's household. The exact amount of time off is dependent upon the circumstances and subject to supervisor approval. For purposes of this policy, a close family member is defined as the following: civil union partner, romantic co-habitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt, uncle, niece, nephew, parent-in-law, or sibling-in-law.

If additional time off is needed, or if time off is needed for the funeral of a friend or a relative who is not an immediate family member as defined above, nor a domestic partner, nor member of an employee's household, the employee's supervisor may grant, on a case-by-case basis, the use of a reasonable amount of accrued sick leave, if available, or, if not, unpaid leave. The amount of such time off, if approved, will depend upon the individual circumstances such as the distance to be traveled, closeness of the employee's relationship with the person who died or his/her family, and the employee's level of responsibility in making funeral or other arrangements.

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

Part-time employees will receive bereavement leave on a pro-rated basis as outlined in Appendix B.

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F. PARENTAL AND FAMILY LEAVE

Eligible employees may receive leave as described in the federal Family Medical Leave Act (FMLA) and/or Vermont Parental and Family Leave Act (VPFLA). These federal and state laws will determine employee eligibility, the qualifying reasons for such leave and the length of leave.

The Village reserves the right to designate any qualifying leave of absence granted under this policy as leave under FMLA or the VPFLA. A request for leave must be made in writing to the employee's supervisor. If the leave request does not qualify under either the FMLA or VPFLA, the Supervisor will forward the request on to the Village Board of Trustees and/or their designated representative. Where an employee's leave request is covered by VPFLA and the FMLA, the Village will adhere to the law that provides the most benefits to the employee. If an employee is entitled to leave under both the VPFLA and FMLA, the leave periods will run concurrently.

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

G. SHORT TERM FAMILY LEAVE

In accordance with the 21 V.S.A. § 472a, eligible employees may be entitled to take unpaid leave not to exceed four hours in any thirty-day period and not to exceed twenty-four hours in any twelve-month period for the following purposes:

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

The Village may require that leave (including vacation and personal leave) be taken in a minimum of one-hour segments. At the option of the employee, accrued paid leave may be used. Before taking leave under this section an employee shall make a reasonable attempt to schedule appointments outside of regular work hours. An employee shall provide the Village with the earliest possible notice of the intent to take short-term family leave, but in no case later than seven days before leave is to be taken, except in the case of an emergency where the required seven day notice could have a significant adverse impact on the family member of the employee.

H. LEAVE OF ABSENCE WITHOUT PAY

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

If a leave of absence without pay is granted, the employee may, at the Village's sole discretion, continue the employee's group health plan coverage by paying the required full premium (i.e. both the employee's and the Village's share of the premium) in accordance with the payment schedule established by the Village. Other employee benefits (e.g. sick leave, vacation, seniority, etc.) will not accrue during an unpaid leave period that

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exceeds 10 days.

I. MILITARY LEAVE

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

J. JURY LEAVE

Collective Bargaining Unit employees will be compensated for Jury Duty per the Collective Bargaining Agreement. The Village will not compensate Non-Collective Bargaining Unit employees for their service as jurors or any Village employee for serving as a witness in a court proceeding unrelated to their status as a Village employee. In accordance with 21 V.S.A. § 499, employees will otherwise be considered in the service of the Village for purposes of determining seniority, benefits, credit towards vacations, sick leave, and other rights, privileges, and benefits of employment.

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

Section 20: INSURANCE

The Village may offer group medical, dental and/or vision insurance coverage from time to time at its discretion. The Village's current offerings are attached as Appendix C.

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

Section 21: RETIREMENT PLANS

The Village offers retirement benefits through the Vermont Municipal Employees Retirement System. Part-time employees are eligible for enrollment in the VMERS program as noted in Appendix C.

Section 22: EMPLOYMENT HARASSMENT AND DISCRIMINATION

The Village is committed in all areas to providing a work environment that is free from unlawful harassment and discrimination. Vermont and federal law prohibit employment discrimination or retaliation based on race, color, religion, sex, gender identity, marital status, national origin, age, pregnancy, genetic information, veteran status, any other category of person protected under Federal or State law, or against a qualified individual with a disability with respect to all employment practices. Vermont law also prohibits discrimination based on sexual orientation, ancestry, health status, and place of birth. It is also unlawful to retaliate against employees or applicants who have alleged employment discrimination.

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Examples of harassment include the following: insulting comments or references based on a person's race, color, religion, sex, gender identity, marital status, national origin, age, pregnancy, genetic information, veteran status, disability, sexual orientation, ancestry, health status, place of birth; aggressive bullying behaviors; inappropriate physical contact or gestures, physical assaults or contact that substantially interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment; retaliation against an employee for complaining about the behaviors described above or for participating in an investigation of a complaint of harassment.

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

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

All employees, including supervisors and other management personnel, are expected and required to abide by this policy. Employees who are found to have engaged in harassment may face disciplinary action up to and including termination. Any individual who believes that she or he has been the target of this type of harassment, or who believes she or he has been subjected to retaliation for having brought or supported a complaint of harassment, is encouraged to directly inform the offending person or persons that such conduct is offensive and must stop.

Any employee who wishes to report harassment should file a complaint with:

Village Board of Trustees and/or their Designated Representative

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

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

Vermont Attorney General's Office Civil
Rights Unit
109 State Street
Montpelier, VT 05609-1001
Tel: (802) 828-3171 (voice)
(802) 828-3665(TTY)

Equal Employment Opportunity Commission
JFK Federal Building
475 Government Center.
Boston, MA 02203
Tel: (617) 669-4000 (voice)
1-800-669-6820 (TTY).

These agencies may conduct impartial investigations, facilitate conciliation, and, if they find that there is probable

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cause or reasonable grounds to believe unlawful harassment occurred, they may take a case to court.

Section 23: SEXUAL HARASSMENT

Sexual harassment in the workplace is illegal under Federal and Vermont State law and is strictly prohibited. The Village is committed to providing a workplace free from this unlawful conduct. All employees have the right to work without being subjected to insulting, degrading or exploitative treatment on the basis of their gender. It is against the policies of the Village for any individual, regardless of gender, to sexually harass another individual in the workplace. In accordance with 21 V.S.A. § 495h, the Village has adopted the following sexual harassment policy. All employees are required to read this policy before signing the employee acknowledgement form.

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

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

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

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

It is also unlawful to retaliate against employees for filing a complaint of sexual harassment or for cooperating in an investigation of sexual harassment.

Any individual who believes that she or he has been the target of sexual harassment, or who believes she or he has been subjected to retaliation for having brought or supported a complaint of harassment, is encouraged to directly inform the offending person or persons that such conduct is offensive and must stop.

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

Any employee who wishes to report sexual harassment should file a complaint with:

Village Board of Trustees and/or their Designated Representative

Once the Village receives a complaint of sexual harassment, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. If sexual harassment is found to have occurred, the Village will take appropriate action, ranging from a verbal warning up to and including dismissal. Any investigation and resulting actions should be completed within a 30 day period.

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

Attorney General's Office
Civil Rights Unit
109 State Street
Montpelier, VT 05609-1001
Tel: (802) 828-3171 (voice)
(802) 828-3665 (TTY)

Equal Employment Opportunity Commission JFK
Federal Building
475 Government Center
Boston, MA 02203
Tel: (617) 669-4000 (voice)
1-800-669-6820 (TTY)

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

Section 23: EMPLOYEE DISCIPLINE

The Barton Village, Inc retains the right to evaluate, discipline, suspend, or discharge employees for just cause. The Village has sole discretion to administer appropriate discipline tailored to particular employee situations.

Under the Village's discipline process, an employee may be subject to disciplinary action, up to and including termination, for violation of the provisions of this personnel policy and/or failure to maintain an acceptable level of performance. The Village may take prior disciplinary action into consideration when disciplining or terminating an employee.

Most often, employee conduct that warrants discipline results from unacceptable behavior, poor performance, or violation of the Village's policies, practices, or procedures. However, discipline may be issued for conduct that falls outside of those identified areas. The Village also reserves the right to impose discipline for off-duty conduct that adversely impacts the legitimate interests of the Village.

Employees are prohibited from engaging in conduct listed below and may receive discipline, up to and including termination, for doing so. This list has been established to provide examples of behavior that could warrant a range

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of disciplinary sanctions. Appropriate levels of discipline may be based on the severity of employee conduct. This list is not exhaustive.

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

Collective bargaining employees have access to a grievance process to grieve adverse actions.

Section 24: EMPLOYEE TERMINATION PROCESS

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

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

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

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

At the pre-termination meeting, the employee will be afforded an opportunity to present the employee's

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response to the reasons for termination. If the employee declines to attend the pre-termination meeting, the employee may submit a written response to the pre-termination notice not later than the scheduled date of the meeting.

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

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

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

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

Section 25: SEVERABILITY

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

SUPERSEDES ANY PREVIOUS POLICY

Applicable To: All Employees, Except Temporary/Seasonal Employees

Approved By: Barton Village Board of Trustees: Regina Lyon, Marilyn Prue, Ellis Merchant

APPENDIX A
Personnel Policy Acknowledgement

I,....., acknowledge that:

- A. I received a copy of the Village's personnel policy on _____ and it is my responsibility to familiarize myself with its contents;
- B. I understand that it is my responsibility to ask questions if there is anything in the policy that I do not understand;
- C. I understand that the language used in this personnel policy is not intended to create, nor should it be construed to create, a contract of employment between myself and the Village;
- D. I acknowledge that the Village reserves the right to add, amend or discontinue any of the provisions of this policy for any reason or none at all, in whole or in part, at any time, with or without notice;
- F. I acknowledge that it is my responsibility to comply with all the provisions of the Village's personnel policy.

Employee's Signature

Date

APPENDIX B
Part-Time Employee Proration

Part-time employees shall receive benefits when specifically noted within this policy. The proration for part-time employees shall be based on the employee’s prior six (6) month work history. Each six-month history shall run from January – June and from July-December. The employee’s number of hours worked for each period shall be calculated to determine the employee’s employment status for that period and that status will be the basis for pro-rated pay during the subsequent six-month period. New hires will receive pro-rated holiday pay based on the expected employment status until the employee has completed a full six-month period as described above.

Example:

Calculation Period	Number of Hrs Worked	Employment Status	Benefit Proration Period
January – June 2023	520	.50 status	July-December 2023
July-December 2023	750	.72 status	January-June 2024

APPENDIX C
Employee Benefits Summary
Non-Collective Bargaining Unit Employees

Benefit	Description Summary
Health	<ul style="list-style-type: none"> • BCBS Vt Select Gold CDHP; BCBS Vt Select Silver CDHP; BCBS Standard Gold BCBS Standard Silver Reflective - Employer premium contribution paid @ 85% for employee and employee's dependents - Employee premium contribution – 15% - H.S.A. Contribution if BCBS Silver CDHP Reflection option is chosen - \$700 Single; \$1,400 2-Person; \$1,800 Family
Dental	<ul style="list-style-type: none"> • Northeast Delta Dental Plan Option #2 - Employer premium contribution paid @ 100% for employee or 85% for employee plus spouse/dependents • Employee premium contribution – 15% (for plans including spouse/dependents)
Vision	<ul style="list-style-type: none"> • Eyemed Vision Care (Voluntary) • Employer premium contribution – 0% • Employee premium contribution – 100%
Retirement	<ul style="list-style-type: none"> • Vermont Municipal Employee Retirement • Eligibility: Employee must work at least 24 hrs /wk ongoing an 1040 hrs per year • Employer Contribution to Group B (percentage changes) • Employee Contribution to Group B (percentage changes)

Barton Village, Inc.
PO Box 519
Barton, Vermont 05822
(802) 525-4747

Memorandum

To: Barton Village Board of Trustees
From: Crystal Currier
Date: 07/10/2023
Subject: Energy & Environmental Solutions (“ESS”) Report
Agenda: Agenda Item “I”

At the Special Board meeting held on June 5, 2023, the Board requested that Energy & Environmental Solutions (“ESS”) provide a progress report that summarized the work they had previously performed regarding the electric utility. In response to that request, Patty Richards and Chris Recchia have provided the attached report for your review.

Proposed Motion: NONE

Memo to: Barton Village Trustees: Gina Lyon, Marilyn Prue, Ellis Merchant
From: Chris Recchia and Patty Richards
Date: June 27, 2023
RE: Summary of Options for the Future
Cc: Crystal Currier

Per the request of Crystal Currier, we are writing to summarize discussions and work completed over the past year with the former Barton Village Trustees regarding options for the future of the Electric Department.

First, we will start by recapping how we got to this point: Due to the departure of various positions at the Barton Electric Department (lineworkers and management staff), Vermont Electric Cooperative (VEC) provided operations services to BED. Faced with increasing utility industry complexity, inability to hire staff, and overburdened workload of Trustees, in early 2022, the Trustees asked Village voters if the electric utility should be sold to VEC. That request was turned down by Barton voters in May, 2022. As a result of the rejected sale vote, VEC notified Barton that they would not continue their operation contract after August 2022. In June 2022 Barton Trustees hired us, as energy and utility consultants, to assist with both managing the utility and identifying paths forward.

The immediate first step was to replace VEC's operation contract. We drafted an RFP and we sent it to all Vermont electric distribution utilities as well as VPPSA. A contract was awarded to VPPSA, which began operations at the end of the VEC agreement in mid-August, 2022. With the critical need of operation work being covered by the VPPSA contract, Trustees then turned their attention to next steps.

In early 2023, we began discussions and work on evaluating options for the future. These included three paths:

1. **Outsource:** Continuing electric department operations by outsourcing key work functions (example contract with VPPSA and others).
2. **Hire Staff:** Evaluate what it would cost to hire staff and purchase equipment sufficient to run the utility as a Village Department;
3. **Sale:** Solicit bids for the sale of Barton Electric through a formal, transparent RFP process that was to begin in early 2023 with a vote occurring in 2024.

To follow is more detail regarding each option.

Option 1: Outsource Key Work

VPPSA took over operational work from VEC in August of 2022. This was a result of an RFP issued shortly after we were hired in June 2022. VPPSA was the only respondent to the RFP. Part of the reason some utilities chose not to bid was due to the short timeline, lack of staff availability, and expected cost to bid.

VPPSA charges \$14,500 per week for regular work hour linework staff (Monday through Friday 7:00 am to 3:30 pm). It also charges for time and material for afterhours operational coverage for storm restoration and emergency work. After-hour work is projected to be roughly \$6,600 per month but varies based on actual storms and customer needs.

Barton also hires VPPSA to perform daily management services and financial reporting. The estimate for that work is \$85,000 per year.

Adding work for professional management (Patty and Chris) was an additional \$78,000. A summary of the current cost to outsource key work functions for the electric department is provided in the table below.

Projection of Cost to use Consultants	
Contract and Outsource All Non-staffed Functions	
VPPSA Operations	\$ 904,000
VPPSA Management (Crystal Currier Time)	\$ 85,000
Patty & Chris	\$ 78,000
Grand Total	\$ 1,067,000

As summarized in the table, it currently costs roughly \$1,067,000 per year to outsource key work functions for the electric department. The largest driver of these costs is clearly the operation related line item. This is expected given the magnitude of what is needed to do the operation work (staff, equipment, after-hours work, etc.).

Regarding the VPPSA operation contract, Ken Nolan (VPPSA General Manager) noted that the one-year contract term limited their ability to staff up or get equipment that might have reduced the costs. We discussed the concept that a 5-year term, with automatic renewal unless notice is given that the contract will not be renewed a year prior to the expiration, would be more typical, reasonable and result in cost reduction. Therefore, one path that Barton could pursue is to ask VPPSA for a quote based on a 5-year term with automatic renewal unless either party wishes to terminate it with sufficient notice. This could lessen the costs, but it would also commit Barton to a long-term agreement with VPPSA to provide operation work.

Another option Barton could pursue is to re-issue the operation RFP to all Vermont utilities and ask for new quotes to provide line work and power restoration services. Given the short timeline involved in the first RFP, Barton was not able to obtain multiple bids for the work. It is possible with a longer lead timeline, other utilities may be interested and the price might be lower. If Barton was interested in this path, we recommend holding preliminary discussions with other utilities to test the interest before pursuing an RFP.

Other thinking around the outsource case is to pursue a combination of staffing and outsourcing based on Barton’s needs and ability to hire staff. More to come on this case in the next section.

Option 2: Hire Staff (Retain the Utility)

In this case where BED hires personnel to perform the work rather than outsource it, we project it would cost Barton \$560,054 to replace outsourced functions and staff the utility. A summary of the positions and assumptions is provided in the table below:

Projection of Costs to Staff Barton						
Assumed Benefits & Tax Adder (health, dental, life, retirement, taxes, etc)====>		40%				
Position	Salary	Benefits	OT	Total	Electric Department Share	Notes
Business Manager	\$ 85,000	\$ 34,000	\$ -	\$ 119,000	50%	\$ 59,500 assumed share business manager with other departments
Lineworker 1	\$ 97,760	\$ 39,104	\$ 35,000	\$ 171,864	100%	\$ 171,864
Foreman/Lineworker	\$ 101,920	\$ 40,768	\$ 35,000	\$ 177,688	100%	\$ 177,688
Meter Reader	\$ 50,000	\$ 20,000	\$ -	\$ 70,000	85%	\$ 59,500 assumed most is for electric due to non-village electric meter reading
Finance Manager	\$ 75,000	\$ 30,000	\$ -	\$ 105,000	50%	\$ 52,500 assumed share business manager with other departments
Bucket Truck (cost spread over 10 years)	\$ 20,000	\$ 6,000	\$ -	\$ 26,000	100%	\$ 26,000 \$6K maintenance
Pick Up Truck (cost spread over 5 years)	\$ 10,002	\$ 3,000	\$ -	\$ 13,002	100%	\$ 13,002 \$3K maintenance
Grand Total					\$	560,054

The costs outlined above, are in addition to existing staff (Julie, Emily, Denis), to run the municipal utility adequately. We also note some of the staff could be used to perform necessary work of other Barton Village departments. Allocation assumptions are noted in the table so you can see a clear impact on the electric department costs.

For the Business Manager position we used the assumption of \$85,000 per year which we understand is the salary assumption used to plan for the recently posted and advertised position. For the lineworker we assumed \$47 per hour which was an average of Hardwick, Orleans, and Lyndonville Electric utilities. The Foreman we assumed \$49 per hour which was a \$2 incremental added cost over the lineworker. Overtime was based on the assumptions used in the rate case (using 2015 actual hours and applying the hours of overtime to the base rate pay).

No additional costs for line maintenance or hydro plant investment are considered in this case but it should be noted that both areas need investment. The hydro plant is subject to FERC jurisdiction and future FERC relicensing requirements which are complicated and expensive. The hydro plant is also in need of significant capital investments to address aging components and necessary repairs to the penstock. If Barton pursues the staffing back up or outsource path the costs of the hydro unit should be considered in that assessment as the costs will be incurred in either case.

This option may be preferred by Village voters. We understand the long tradition of having municipal electric service and to have a voice in where your electric power comes from. However, it should also be noted the labor market is extremely tight. Attracting workers to Barton is a real and challenging task. While the staff-up option is the cheapest, it may prove to be difficult or even impossible to achieve. That said, given the price difference between outsourcing and staffing it should at least be considered.

Another consideration is to hire staff where possible or feasible and then only outsource those remaining functions that are needed. This would be a combination outsource/staffing case that would lower costs while maintaining service.

Option 3: Sale

The third option to consider is to pursue another attempt to sell the utility. The Electric Department provides essential electric service to 2,200 consumers covering five Vermont towns (Barton, Brownington, Charleston, Irasburg, and Westmore). However, only the voters of the village of Barton have the ability to participate in decisions to sell the utility (roughly 300 voters) based on the charter and creation of the Barton Electric Department. Therefore, a small subset of electric rate payers represent the decision making for all those served by BED.

The vote to reject the sale in 2022 was clear, but may have been based on the process versus the substance. Speaking with VPPSA and specifically Orleans representative John Morley, it was clear to us that affected parties and Village voters felt the process to sell lacked transparency and it was unclear if it was the best approach for those voting.

The prior attempted sale to VEC ultimately excluded the Hydro asset, but we understand this was a function of VEC's desire not to acquire the generation assets. If a sale is contemplated, it is important for Barton to determine which power generation assets it wishes to include in a sale (hydro plant and a peaker project in Swanton VT referred to as "Project 10"). Both assets have various benefits, costs, and contract arrangements.

With respect to the hydroelectric facility, during the 2022 bid process for sale, GMP did an evaluation of the hydro facility and had concerns about the infrastructural improvements needed. We did not pursue this further, but GMP offered to make their expert available to discuss what he saw. We believe this would be important information to have in hand, whether you choose to keep the utility or sell it. The hydro plant is subject to FERC jurisdiction and future FERC relicensing requirements which are complicated and expensive. The hydro plant is also in need of significant capital investments to address aging components and necessary repairs to the penstock. If Barton pursues the staffing back-up path the costs of the hydro unit should be considered in that assessment.

Project 10 also adds complication to the sale. Because the bonds used to structure that project were of municipal nature through VPPSA and considered by the IRS to be tax exempt, sale of Barton's share of Project 10 to a private utility (GMP, VEC or other non-municipal entity) could require added costs. The VPPSA bonds can be split with up to 8% being taxable, but VPPSA says they are already at the maximum 8% now. This should not be an issue were the utility to be sold to another municipal utility. Options to address this issue include:

- A) Reissue Barton's share of the bonds (Defeasance) and pre-pay principal and interest into an escrow account. Bond interest costs would likely be 5-6% higher than the existing bonds. Reissuance costs are estimated by VPPSA at \$30-\$50,000;
- B) Withhold Project 10 from the sale, which would require an amendment to the project terms such that the asset would be held by Barton, the Village, with no further commitment to an electric utility. This comes with some costs for the amendment, and the need for VPPSA to continue to manage the project on behalf of Barton Village;
- C) Sell Barton's share in the project to another municipal utility – preferably a municipal utility already with a share in the project. Options include sale to a broader municipal company such as MMWEC (Massachusetts Municipal Wholesale Electric Company), or local utilities such as Orleans, Stowe, Hydepark, etc. Of these options, option C is the simplest, but there would still

be administrative and legal costs to do so, which would either need to be borne by Barton or the purchaser as part of any agreement.

A sale timeline from earlier this year is attached. Obviously, the timeline dates are no longer applicable, but this gives you a sense of the steps and scale of work needed to carry out a transparent and fair process. It is contemplated to do the process well it will take 12 months before another village vote is taken and another 9 months for state regulators to review and ultimately approve a sale. A special meeting would be needed in the summer or fall of 2024 if this was the desired path based on the steps outlined, which are still relevant, or wait until the 2025 meeting.

The thought at the time was, by the end of the year, with costs and details pertaining all three options (outsource, staff up, or sale) Barton customers and voters would have the opportunity to see all three options, be presented the pros and cons of each, and to understand the Trustee's decision or recommendation. Based on where we are as a result of the transition, for any change in the utility status, we believe you would need either a special meeting in the fall of 2024 or wait until the scheduled meeting and vote in 2025. The timeline is a reasonable road map of the steps needed to pursue a sale.

Another variation of the "Sale" option is to consider a merger with another utility or group of utilities. One version of this is to merge with another municipal entity. This could be of benefit to Village voters in that they retain the spirit of a municipal utility and also reap benefits of economies of scale through a larger utility footprint.

Concluding Remarks

We hope this information is helpful and useful. There are many variations to each option and we note that many combinations and blends of each option exist and could also be considered. Whatever path or variation of paths you chose to pursue, we believe Barton would benefit from a fully transparent and inclusive process. With the majority of the BED rate payers not being part of the Village of Barton, a plan should be considered to take into account non-Village opinions and needs as well. This information is intended to start a conversation and to help you think about and weigh pros and cons of each option. All the options come with costs and risks as well as advantages.

Also, we want to remind you that if you wish to keep the utility and continue as a VPPSA member, then the Trustees should withdraw the letter from 2021 indicating they were intending to leave VPPSA membership.

We are happy to attend a trustee meeting to discuss this further if you wish us to do so. Please let us know if we can be of further help, or answer any questions you may have.

Encl. Draft Timeline for Sale RFP
Comparison File Cost to Outsource vs Hiring Staff

Barton Village, Inc.
PO Box 519
Barton, Vermont 05822
(802) 525-4747

Memorandum

To: Barton Village Board of Trustees
From: Crystal Carrier
Date: July 10, 2023
Subject: Management/Staff Reports; Upcoming Items
Agenda: **Item "K"**

Personnel:

- BEW Contract – Approved June 26, 2023
- Business Manager – interviews ongoing

Office Equipment/Computers:

Computer Hardware –NMERC moved their programs to the cloud on Friday 06/23 and after working out a few bugs, it seems to be running smoothly. VPPSA IT staff has been contacted and they will begin to research appropriate sized server to house the shared files and make that transition.

Mailing Machine/Postage – The lease on the mailing/postage machine expired in 2020. Since that time, the village has paid the lease on a month-to-month basis. The current machine will soon become noncompliant with US postal requirements. I will be bringing options for replacing this machine to the Board in the near future.

Village

Sidewalks
Office Hours

Highway Department

Current Projects:

- Paving
 - Andy to obtain paving estimate for West Street North
- Salt/Sand Shed Project
 - Project Engineer, Tyler Billingsley East Engineering working with Andy and USDA
 - Construction/Funding Options
- Ballfields
 - Letter to area schools/organizations

WasteWater Department

Completed Projects:

- Fencing and Gate installation complete
- Smoke Testing
- Pumps in Sludge Blow Off Pit-pumps and decamp box installed.

Pending Projects:

- Follow-up on Sewer Ordinance Violations
- Wastewater Infrastructure Improvements
 - Aldrich & Elliot – Agreement Approved June 12th
 - Vt Dept of Environmental Conservation State Revolving Loan Programs funding application completed and approved June 12th
- Vt Department of Environmental Conservation Inspection Report Response – initial response provided by Tim
- Review Current Wastewater User Fees

Water Department

- May Pond Land Research
- Lucas working with Crystal on State of Vermont Revolving Loan Application for capital projects
- Review Current Water User Fees

Hydro Plant

Completed Projects:

- Voltage Regulator – repaired
- DG Building Electrical work

Pending Projects:

- Removal of Fuel Tank
- Penstock – major upgrade will require financing (village vote and PUC approval)

Electric:

Rate Case

- Surcharge was implemented in May
- May require partial refund if full rate not granted by PUC
- Public Hearing Held May 11th
- VPPSA responded to two rounds of discovery questions from Vermont Public Service Department

IRP [Integrated Resource Plan]

- VPPSA Filed on 03/05/2023
- Public input/comments (due 06/02/23)
- VPPSA responding to PSD Discovery questions

High Street Site Investigation & Remediation

- Meeting held on March 22nd
- Site Investigation provided by VHB 01/26/2022

- Supplemental Investigation Work Plan provided by VHB 07/12/2022
- First testing occurred on May 25th and 26th, Additional testing approx. June 8th, reports expected late summer
- Contract balance - \$75k (not expended)
- Project Update expected 07/24/2023

AMI – VPPSA Project – determine participation

ESS – report included in Board Materials 07/10/2023

Misc Items:

BMB HVAC System –

- Generators – no contract
- Furnace Replacement – Freds and Nadeau to do on-site visits in July
- Website