



TOWN OF HILLSBOROUGH

Relationships at Work Policy

The purpose of this policy is to avoid conflicts of interest between work-related and personal/family obligations; reduce favoritism or the appearance of favoritism; prevent personal/family conflicts from affecting the workplace; and decrease the likelihood of sexual harassment and/or gender discrimination in the workplace.

Definitions

- Romantic and/or sexual relationship – Exists when two town employees become personally involved with each other to the point that there is dating, exchange of personal affection, sexual or physical intimacy and/or cohabitation as defined below.
- Dating – Includes but is not limited to one or more social meetings under circumstances that may lead to an exchange of personal affection and sexual or physical intimacy.
- Cohabitation – Applies to those employees who live together in a romantic relationship without being married to one another.
- Internal service departments/divisions – Administrative Services (i.e. Budget, Communications, Fleet Maintenance, Human Resources, Information Technology, Safety and Risk Management, Town Clerk), Financial Services (i.e. Accounting, Billing and Collections, and Meter Services) and Facility Services.
- Immediate family members – See Section 4-6 (12).

Relatives

- A. Immediate family members of employees and town board members cannot work for the town. This prohibition extends to all town employees, regardless of when the employees become immediate family members.
- B. The town manager has the right to deny employment for family members (more broadly defined than immediate family). Internal service departments/divisions and others with operations that interact and/or that have oversight over certain aspects of another department's functions may be further restricted to employment of relatives, due to actual and perceived conflicts that could occur.

Romantic and/or Sexual Relationships

- A. Romantic and/or sexual relationships between supervisor and subordinate employees are prohibited.
- B. Employees of the internal services departments and divisions are prohibited from having romantic and/or sexual relationships with other employees regardless of other employees' level, grade or department/division.

- C. Elected officials are prohibited from having romantic and/or sexual relationships with town employees regardless of employees' level, grade or department/division.
- D. Romantic and/or sexual relationships between employees in the same department are prohibited.
- E. Romantic and/or sexual relationships between employees in different departments (except as identified as above) are allowed except when the town manager or the manager's designee determines that the circumstance of employment raises an undue hardship upon other employees within the town and such continued employment is detrimental to the supervision, safety, security and/or morale of the town.
- F. Employees who engage in a romantic and/or sexual relationship as permitted in this policy must notify the human resources manager and complete the consensual romantic and/or sexual relationship contract.
- G. The town reserves the right to investigate situations in the workplace to determine whether a romantic and/or sexual relationship exists and whether it presents a possible violation of this policy. If the town determines that a relationship (as defined by this policy) exists, remedial and/or disciplinary measures may be utilized to mitigate issues. Measures include but are not limited to a transfer, reassignment or dismissal.
- H. The town retains sole discretion to separate from town employment one of the employees in a relationship prohibited by this policy if continuing employment cannot be accommodated consistent with the town's interest in promotion of safety, security, morale and efficiency. If one of the involved employees does not voluntarily resign, the less senior of the involved employees in terms of overall town service shall be subject to dismissal.

Consensual Romantic and/or Sexual Relationship Contract

1. Equal Employment Opportunity Workplace. The undersigned recognize and agree that it is Town of Hillsborough policy to provide equal opportunity in hiring, employment, promotion, compensation and all other employment-related decisions without regard to age, race, color, religion, national origin or ancestry, sex, sexual orientation, sexual identity or sexual expression, being a qualified person with a physical or mental disability, veteran status, genetic information, or any other basis set forth in the applicable federal, state and local laws or regulations relating to discrimination in employment. The undersigned understand that the Town of Hillsborough does not tolerate unwelcome or offensive conduct or conduct that creates a hostile work environment based on or related in any way to a person having any of the characteristics described above.
2. All Forms of Sexual Harassment Prohibited. The undersigned also recognize and agree that the Town of Hillsborough does not tolerate sexual harassment, which is a form of unlawful discrimination. Sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
 - Submission to such conduct is made a condition of an individual's employment or advancement, explicitly or implicitly;
 - Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - Such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

The undersigned agree we have received, read and understand the Town of Hillsborough Equal Employment Opportunity, Reasonable Accommodation, and No Harassment Policy and agree to adhere to all of its terms.

3. Consensual Relationship. We, the undersigned employees, have entered into a personal romantic and/or sexual relationship with each other. We agree as follows:

- Our relationship is voluntary and consensual.
- Our relationship will not have a negative impact on our work.
- We will not engage in any public displays of affection or other behavior that might create a hostile work environment for others or that might make others uncomfortable.
- We understand that one or both of us may need to transfer to another department/division to remove any conflicts of interest in our working environment. If a transfer will not remove the conflict of interest, we understand that one of us may have to resign, be demoted, or be dismissed to remove the conflict of interest.
- We will act professionally toward each other at all times even if the relationship ends.
- We will not participate in any town decision-making processes that could affect each other's pay, promotional opportunities, performance reviews, hours, shifts or career, while in this relationship and even if the relationship ends.
- If the relationship ends, we agree we will inform Human Resources of that status if we believe it is necessary to protect our rights or if the Equal Employment Opportunity, Reasonable Accommodation, and No Harassment Policy is violated.
- We agree that, if the relationship ends, we will respect the other person's decision to end the relationship and will not retaliate against the other person, engage in any unprofessional or inappropriate efforts to resume the relationship, or engage in any other conduct toward the other person that could violate the Equal Employment Opportunity, Reasonable Accommodation, and No Harassment Policy.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this relationship contract as of the [DAY OF MONTH] day of [MONTH] [YEAR].

Dated this _____ day of _____, _____.

Employees:

Signature: _____

[EMPLOYEE NAME PRINT]

Signature: _____

[EMPLOYEE NAME PRINT]

Witness/Human Resources Representative:

Signature: _____

[WITNESS NAME PRINT]