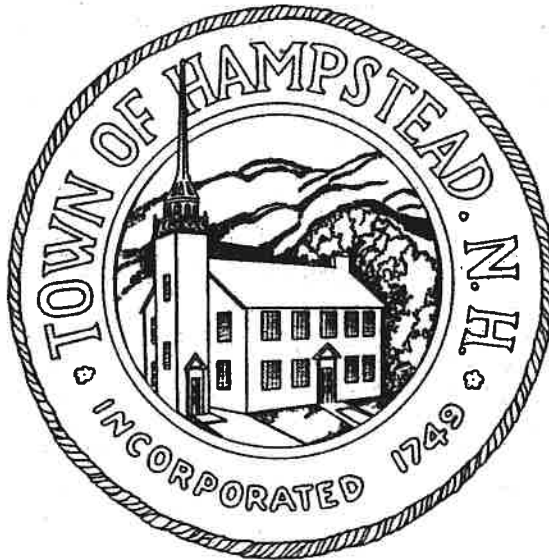


TOWN OF HAMPSTEAD
PERSONNEL POLICY



Approved by the Board of Selectmen
August 24, 2023


Laurie Warnock


Steve Morse


Joseph Guthrie


Maurice Worthen


Lewis Eaton

TABLE OF CONTENTS

<u>No.</u>	<u>Topic</u>	<u>Page</u>
1.	Introduction	1
2.	Purpose	1
3.	Scope	1
4.	Adoption and Modification	1
5.	Definitions	2
6.	Administration	2
7.	Provisions of Employment	3
	• Application for Employment	
	• Probation Period	
	• Equal Opportunity Employment	
	• Disability Accommodation	
	• Immigration Law Compliance	
	• Categories of Employees	
	• Categories of Employees – Fire Department	
8.	Employment at Will	6
9.	Employee Evaluation	7
10.	Personnel Records	7
11.	Employees Serving on Committees	7
12.	Compensation	7
13.	Job Evaluation	7
14.	Pay Plan	8
15.	Pay Plan for Paid Call Fire Department Personnel	8
16.	New Hire Rates	8
17.	Cost of Living Adjustments (COLA)	9
18.	Merit Pay Eligibility	9
19.	Merit Increase Calculation	9
20.	Holidays	9
21.	Paid Time Off	10
22.	Catastrophic Funds	11
23.	Paid Time Off for P/T employees	11
24.	Shift Swapping	11
25.	Working Hours	12
26.	Attendance	12
27.	Rest Periods and Lunch Break	12
28.	Recording of Time Worked	13
29.	Overtime Compensation/ Flexitime	13
30.	Payroll Deductions	14
31.	Garnishment of Employee Wages	14
32.	Error in Pay	14

33.	Benefits	14
	• Health Insurance	
	• Health Insurance Stipend Policy	
	• Dental Insurance	
	• Life Insurance	
	• Disability Insurance	
	• Eligibility for Insurance Benefits	
34.	Continuation of Insurance	15
35.	Retirement Program	15
36.	Tuition Reimbursement	16
37.	Credit Union	16
38.	Separation from Employment	16
39.	Voluntary Resignation	16
40.	Demotion	16
41.	Emergency Situations	17
42.	Bereavement Leave	17
43.	Jury Duty	17
44.	Family and Medical Leave Policy	17
	• Eligibility	
	• Calculating FMLA Leave	
	• Accrued Sick/Vacation Personal Days (PTO)	
	• Health and Other Insurance Benefits	
	• Notice of Leave	
	• Certification of Need for Leave	
	• Leave Use During FMLA	
	• Returning to Work	
45.	Pregnancy and Maternity Leave	21
46.	Workers' Compensation	22
47.	Temporary Alternative Duty	22
48.	Progressive Discipline	23
49.	Travel Reimbursement	24
50.	Cellular Phone Policy	24
51.	Smoking Policy	24
52.	Town Vehicles and Mileage Reimbursement	25
53.	Equipment and Facilities	25
54.	Dess Code	25
55.	Sexual Harassment Policy	25
56.	Anit-Harassment Policy	27
57.	Workplace Violence Prevention	28
58.	Alcohol and Drug Free Workplace Policy	29
59.	Employee Assistance Program	30

Addendum:

Acknowledgement of Receipt and Understanding
History of Personnel Policy Changes

1 INTRODUCTION

- a. The Town of Hampstead (“Town”) is a municipal corporation governed under the Town Meeting and Selectmen form of government. The Town operates various departments to fulfill its governmental functions as required by law, ordinance and good practical community assessment.

2. PURPOSE

- a. The purpose of this Personnel Policy (hereinafter “Personnel Policy”) is to meet some of the expectations of our non-union employees by outlining various personnel policies and procedures as well as describing the benefits available to eligible employees. Other Departments may have additional operating policies and procedures. However, in no case will departmental procedures conflict with or supersede observance of the Town’s Personnel Policy. The Board of Library Trustees may amend this Personnel Manual to facilitate Library operations in compliance with various RSAs.
- b. Changes to the Personnel Policy require the approval of the Board of Selectmen. The Board of Selectmen and the Board of Library Trustees will work toward agreement on proposed changes prior to formal approval.
- c. No personnel policy can anticipate every circumstance or question about policies, procedures and benefits. The Town, with the approval of the Board of Selectmen, reserves the right to revise, supplement, or rescind all or any portion of the Personnel Policy from time to time as it deems appropriate, in its sole discretion. This Personnel Policy is approved by the Board of Selectmen and thus may be changed only by the Board of Selectmen. Issues not specifically referred to or those that may require interpretation shall be resolved by the Board of Selectmen in its sole discretion. Employees will be notified of such changes to the Personnel Policy as soon as practicable.

Nothing in this Personnel Policy constitutes any contract for and/or guarantee of employment by the Town, as explained further in the employment-at-will policy. Either the Town or the employee can terminate the relationship at-will with or without reason, at any time and for any or no reason or cause, so long as there is no violation of applicable federal or state law.

3. SCOPE

- a. This Personnel Policy applies to all non-union employees of the Town. Certain benefits policies, however, only apply to certain eligible employees. In regard to the workplace conditions, and specifically as covered by state and federal law, these policies apply to all personnel, elected officials, appointed officials, volunteers, and other persons acting on behalf of the Town.

4. ADOPTION AND MODIFICATION

This Personnel Policy supersedes and rescinds the Personnel Policy effective January 25, 2015. This Personnel Policy may be reviewed periodically and amended by the Board of Selectmen, in its sole discretion.

5. DEFINITIONS

- a. Classification: An outline of the duties, responsibilities, knowledge, skills and abilities which comprise a specific type of position within the employment structure of the Town.
- b. Department Head: An individual responsible by statute or by grant of authority by the Board of Selectmen for the overall operation of a department of the Town. That individual may also have the authority to adopt, subject to the approval of the Board of Selectmen, rules and regulations for the operation of the department.
- c. Elected Official: Any person elected to a Town office.
- d. Appointed Official: Any person appointed to a town board or committee.
- e. Job Description: Written summary of duties, responsibilities, skills, education and experience, and attributes required for a specific job.
- f. Length of service: For purposes of PTO when an employee transitions from a part time employee to a fulltime employee, length of service begins when an employee consistently works 15 hours or more per week.
- g. Merit Increase: A salary adjustment approved by the Board of Selectmen based on job performance.
- h. Pay Plan: The minimum and maximum rates of compensation for both hourly and salaried positions for any established, non-union, town position.
- i. Selectmen's Liaison: Member of Board of Selectmen charged with oversight of a particular Town department.
- j. Supervisor: An individual who directs and coordinates the activities of other employees and who has the authority to recommend the hiring, disciplining or firing of employees and/or other employment-related decisions to a Department Head.
- k. Town: Town of Hampstead.

6. ADMINISTRATION

- a. **BOARD OF SELECTMEN and BOARD OF LIBRARY TRUSTEES**
The establishment, interpretation and modification of the Personnel Policy for all non-union Town Employees shall rest with the Board of Selectmen in its sole discretion. The Board of Library Trustees may make appropriate amendments to these policies for Library employees.
- b. **DEPARTMENT HEADS**
Subject to review and approval by the Board of Selectmen, Department Heads shall be responsible for the recommended appointment, hire, retention, transfer, promotion, discipline and separation of employees and other employment-related decisions in their respective departments in accordance with the procedures and policies outlined in this Personnel Policy. Department Heads are expected to supervise employees in their departments, to report on the efficiency and performance of those employees, and to notify the Board of Selectmen of changes in the duties and responsibilities of those employees.
- c. **EMPLOYEES**
It shall be the responsibility of Town employees to acquaint themselves thoroughly with the provisions of the Personnel Policy. A copy of the Personnel Policy shall be delivered to an employee upon hiring or upon revisions to the Personnel Policy. As a condition of continued employment, an employee shall be required to sign an Acknowledgment of Receipt and Understanding (in the form attached at the end of this Personnel Policy) after being given one (1)

week to review the Personnel Policy. Employees are expected to read, understand and comply with all of the provisions of the Personnel Policy.

7. PROVISIONS OF EMPLOYMENT

a. APPLICATION FOR EMPLOYMENT

The Town, in its discretion, may advertise vacancies in at least one newspaper of general circulation, giving the job title and salary range, except those to be filled internally within the department, such as reorganizations, promotions, transfers, or status changes from part-time to full-time. The Department Head may post the notice for the position in at least two (2) conspicuous public places and bulletin boards for a period of seven (7) working days. The posting should include the following information: title of job, Job Description, salary range, minimum qualifications, job location, and closing date of application. Applications and resumes may be received for at least one (1) week after the date of advertisement.

b. PROBATIONARY PERIOD

i. New Hires

For securing the most effective adjustment of new employees and determining that an employee's work meets the required expectations of and satisfactory level of performance required by the Town, all appointments shall be made for a probationary period of six (6) months. The Town uses this period to evaluate employee capabilities, work habits, and overall performance. The probationary period is also intended to give new employees the opportunity to determine whether the position meets their expectations.

Notwithstanding the foregoing, either the employee or the Town may end the employment relationship at-will at any time during or after the probationary period, with or without notice, at any time and for any or no reason or cause.

A Department Head may extend the probationary period, but the total probationary period shall not exceed twelve (12) months. An extension of the probationary period can be made if, in the sole judgment of the Department Head, an employee does not meet the Town's expectations during the probationary period, but shows the potential for improvement given additional training, guidance, and the opportunity to improve.

The Department Head will generally give probationary employees a written evaluation before the end of the fifth (5th) month of the probationary period. This written evaluation will make a recommendation as to continuation or termination of employment.

ii. Promotion

For securing the most effective adjustment of an employee's promotion and determining that an employee's work meets the expectations required by the new position, all promotions shall be made for a probationary period of six (6) months. A Department Head may extend this probationary period, but the period shall not exceed twelve (12) months.

If, at the completion of the probationary period, the employee does not demonstrate the competence required to carry out the responsibilities of the position, the Department Head may, with the approval of the Board of Selectmen, cause the employee to be transferred to the employee's former Classification and pay, provided the position remains unfilled, or to another position, if available. Other action, as appropriate, may be taken (including termination of employment).

Either the employee or the Town may end the employment relationship at-will at any time during or after the probationary period, with or without notice, at any time and for any or no reason or cause.

c. EQUAL OPPORTUNITY EMPLOYMENT

In order to provide equal employment and advancement opportunities to all individuals, it is the policy of the Town to recruit, hire, appoint, train and promote persons in all job classifications without regard to race, color, religion, marital status, sex, national origin, citizenship, pregnancy, veteran's status, mental or physical disability, age, sexual orientation, or other legally protected characteristic, except where such is a bona fide occupational qualification. This policy governs all aspects of employment, including selection, job assignment, compensation, advancement, workforce reduction or transfer, leaves of absence, discipline, termination, and access to benefits and training. The Town ensures that employment decisions are in accordance with principles of equal employment opportunity by imposing only valid, reasonable and job-related requirements for employment opportunities.

d. DISABILITY ACCOMMODATION

The Town is committed to complying fully with the Americans with Disabilities Act ("ADA") and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. The Town will make reasonable accommodations for qualified individuals with known mental or physical disabilities who can perform essential job functions, unless doing so would result in an undue hardship. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation as well as equal treatment in job assignments, Classifications, organizational structures, Job Descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees without regard to their status as disabled.

The Town is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability.

Employees with questions or concerns about any type of discrimination or accommodation needs in the workplace are encouraged to bring these issues to the attention of their Department Head or the Administrative Assistant. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

e. IMMIGRATION LAW COMPLIANCE

The Town is committed to employing U.S. citizens and aliens who are authorized to work in the United States and will not unlawfully discriminate on the basis of citizenship or national origin.

As a condition of employment and in compliance with federal Immigration Reform and Control Act (IRCA) of 1986, each new employee must complete an Employment Eligibility Verification form (Form I-9) and present documents that establish identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the

Town within the past three (3) years, or if their previous I-9 is no longer retained or valid.

Identity can be established by providing documentation such as a current state-issued driver's license, a state-issued identification card (or similar document such as a school I.D. with photograph), voter registration card, or military service record.

An employment eligibility document is a Social Security card, a birth certificate, or an immigration document.

If proper identity and employment eligibility documents are not provided, an employee will not be allowed to continue employment.

Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

f. CATEGORIES OF EMPLOYEES

Employees are designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws and do not receive overtime pay. An employee's EXEMPT OR NON-EXEMPT classification may be changed only upon written notification by the Department Head.

- i. Salaried - Employees whose compensation is set at an annual rate without conversion to an hourly rate tied to the number of hours worked. Salaried employees may be exempt or non-exempt from overtime compensation and other specific provisions of federal and state wage and hour laws.
- ii. Hourly - Employees who are non-exempt, are paid on an hourly basis, and are entitled to overtime pay under the specific provisions of federal and state laws.

In addition to the NON-EXEMPT or EXEMPT classification, employees are divided into the following categories for the purpose of compensation and benefit eligibility. Town policies apply to all categories of employees.

- iii. Full-Time – Employees hired full time on a regularly scheduled work week of at least 36 hours per week are considered full-time employees for all compensation and benefit purposes, subject to the terms, conditions, and limitations of each benefit program.
- iv. Part-Time - Employees whose regular work schedule is a maximum of 35 hours per week are considered part-time employees for all compensation and benefit purposes. Part-time employees may be eligible for certain benefits by specific reference only, subject to the terms, conditions, and limitations of each benefit program.
- v. Temporary - Employees retained by the Town for temporary employment, whether full-time or part-time, to fill a specific need at a particular time of the year. Temporary employees will receive legally mandated benefits; however, they are not eligible for other Town-provided benefits regardless of the number of hours or weeks worked.
- vi. On-call - Employees called or assigned to duty not on a regular basis, regardless of the number of hours worked. On-call employees will receive worker compensation coverage. They are not eligible for any other Town-provided benefits regardless of the number of hours or weeks worked.

These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at-will with or without notice, at any time, and for any or no reason or cause is retained by both the employee and the Town.

g. **CATEGORIES OF EMPLOYEES – FIRE DEPARTMENT**

- i. Full-Time – Employees hired full time on a regularly scheduled work week of at least 42 hours, on average, are considered full-time employees for all compensation and benefit purposes, subject to the terms, conditions, and limitations of each benefit program.
 - a. Full- Time Firefighters work an average of 42 hours per week and are paid overtime for hours worked beyond their normal work week of 42 hours.
- ii. On-call – Employees called or assigned to duty not on a regular basis, regardless of the number of hours worked. On-call employees will receive worker compensation coverage as established by state law. They are not eligible for any other town-provided benefits regardless of the number of hours or weeks worked.
- iii. Per Diem – Employees hired to work a regularly scheduled work-week, work month, duty week, etc., or a schedule that involves irregular or inconsistent hours, weeks, months, etc. These employees will not be allowed to work more than an average of 53 hours per week. If however, under extenuating circumstances, these employees are asked or required to work more than 53 hours per week, they will be compensated one and half times their hourly rate.
 - a. Per Diem employees will receive worker compensation coverage as established by state law. They are not eligible for any other town-provided benefits regardless of the number of hours or weeks worked.
- iv. Part-Time – Employees whose regular work schedule is a maximum of 35 hours per week are considered part-time employees for all compensation and benefit purposes. Part-time employees may be eligible for certain benefits by specific reference only, subject to the terms, conditions, and limitations of each benefit program.

8. **EMPLOYMENT AT-WILL**

- a. Employment with the Town is voluntarily entered into and employees are free to resign at any time. Similarly, the Town may terminate its employment relationship with any employee at-will with or without notice, at any time and for any or no reason or cause, so long as there is no violation of applicable federal or state law. The employment relationship between the Town and its employees is and will always be one of voluntary employment “at-will” unless that status is changed on a case-by-case basis in writing signed by the Board of Selectmen and consistent with state law.
- b. This Personnel Policy is not an employment contract and is not intended to create contractual obligations of any kind. Neither employees nor the Town have entered into a contract for employment, expressed or implied.

9. EMPLOYEE EVALUATION

- a. Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Town employees are given a written evaluation, annually, by their immediate Supervisor. Supervisors, with appropriate notice, may administer a mid-year evaluation. It is the purpose of the evaluation to keep the employee advised of the acceptability of the employee's performance, discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches and remedial suggestions, where needed, for meeting goals.
- b. The written evaluation must be formally discussed with the employee and signed by both the employee and the evaluator. The employee has the right to comment on the evaluation. The evaluation and comments will then be forwarded to the Selectmen's Administrative Assistant and placed in the employee's personnel file.
- c. Employee performance evaluations are not considered disciplinary in nature, and as such, performance evaluations are not subject to any appeal process contained within the Personnel Policy. Employees should not consider the failure of any Supervisor to provide a written evaluation to be indicative of either satisfactory or unsatisfactory performance. (See also section entitled "Merit and "COLA" Pay.")

10. PERSONNEL RECORDS

- a. Employee personnel files are the property of the Town and access to the information they contain is limited in order to protect the privacy of employees. Employees shall be allowed access to their own personnel file by request in writing to the Selectmen's Administrative Assistant. The original file shall be made available in a timely manner and will only be viewed in the presence of the Selectmen's Administrative Assistant and the employee. Copies of an employee's personnel file will be made available to the employee upon his/her written request for a reasonable photocopying charge. Employees are permitted to submit a request for a correction to the records. Should a request for correction not be granted, the employee shall have the right to submit a comment into the record.

11. EMPLOYEES SERVING ON COMMITTEES

- a. No person shall at the same time serve as a voting member of a town board or committee and as the compensated employee of that board or committee.

12. COMPENSATION

- a. The Board of Selectmen, in its sole discretion, will be responsible for establishing equitable and uniform Compensation Policy and Pay Plan for Town personnel. The Compensation Policy and Pay Plan will be amended by the Board of Selectmen when changes in responsibility, classifications and/or job descriptions, rates of pay, cost-of-living adjustments, the Town's financial position, Town policies, or other information warrant such action.

13. JOB EVALUATION

- a. Based on a formal job description of the duties, level of responsibility, knowledge, education, skills and abilities required of that position, each full-time and part-time (non-union) job has been assigned to a pay range on the salary structure as determined by the Factor Based Job Evaluation

System and a comparison of the compensation practices of similar towns in NH.

14. PAY PLAN

- a. Hampstead's compensation structure consists of 17 pay ranges. The differential between pay range Midpoints of 5.6% is consistent throughout the compensation structure.
- b. Each pay range contains a Minimum, Midpoint, and Maximum. Midpoint is defined as Hampstead's "job rate" for all jobs assigned to a given pay range.
- c. Effective April 1, 2010, the Board of Selectmen has adopted a Salary Schedule (Attachment I) to be used for all full-time and part-time, non-union, Town employees. The Board of Selectmen may adjust the ranges of pay listed on this Salary Schedule each year, pending cost of living adjustments and/or other factors.
- d. When the requirements of a position have changed sufficiently to a point where the current Job Description no longer fits that position's role and responsibilities, the incumbent employee, the Department Head, and the appropriate Liaison (BOS member for Town jobs, Library Trustee for Library jobs) may wish to have the job re-evaluated.
- e. When the need for a position in the Town or the Library is identified and there is no current Job Description, the Department Head and the appropriate Liaison will take the necessary action to have the job formally described and evaluated.
- f. The process for re-evaluation and/or evaluating a new position is the same.
 - i. The Job Description is written, revised, and a final version is produced.
 - ii. The Job Description is evaluated using the approved Factor Based Job Evaluation System to determine and recommend an appropriate Salary Grade assignment.
 - iii. The Department Head and Liaison make a formal recommendation to the appropriate Board (Selectmen for Town jobs, Trustees for Library jobs) based on their analysis.

15. PAY PLAN FOR PAID-CALL FIRE DEPARTMENT PERSONNEL

- a. Paid-call Fire Department personnel are paid based on a qualifications grid. The grid's pay structure is reviewed each year. Proposals to make changes to the grid and/or the pay structure are subject to the approval of the Board of Selectmen.

16. NEW HIRE RATES

- a. No employee will be paid at a rate that is below the Minimum of the range to which their job is assigned. To determine the job offer/starting rate of pay for a new hire, the candidate's education and experience will be factored in along with a review of the current pay of incumbent employees in similar roles in the department. In no case will the salary offer be above the Maximum of the range to which the position is assigned.
- b. The job offer/hire rate requires the support of the appropriate Liaison and the approval of the Board of Selectmen. Newly hired employees shall be eligible for merit increases based on successful performance one year from date of hire.

17. COST OF LIVING ADJUSTMENTS (COLA)

- a. The compensation structure is adjusted each year, in accordance with the approved cost-of-living-adjustment (COLA) formula:

5-year rolling average of the actual Social Security COLA; however, the adjustment will not be less than 2% or higher than 5%.

- b. Employees will receive a pay adjustment equal to the approved COLA percentage each year. COLA adjustments are effective on April 1st of each year.

18. MERIT PAY ELIGIBILITY

- a. In addition to the COLA adjustment, employees are eligible for annual merit increases when:
- i. The employee's current rate of pay is below the Maximum rate of her/his pay range.
 - ii. The employee's performance is successful as determined by a formal performance evaluation.
 - iii. The employee is currently not on disciplinary probation due to a formal written warning.
 - iv. Twelve months have elapsed since the last change in pay (merit or promotion, this does not include market adjustments/W&S study), or hire date.
- b. If an employee's performance is considered to be unsuccessful, the raise will be denied or postponed. The performance of the employee, an appropriate remedial action plan, and the conditions for considering future pay increases, shall be documented and discussed in a formal meeting between the Department Head and the employee. Prior to this meeting, the Department Head will present the plan for approval by the Board of Selectmen.

19. MERIT INCREASE CALCULATION

- a. On the anniversary date of their last pay increase (merit or promotion, this does not include market adjustments/W&S study), or their date of hire:
- i. Employees with a current rate between the Minimum and the Midpoint of their range, qualify for a merit increase equal to 3% of their current pay rate.
 - ii. Employees with a current rate at or above the Midpoint, but below the Maximum of their range, qualify for a merit increase equal to 2% of their current pay rate.
 - iii. Employees with a current rate that is at the Maximum for their assigned range do not qualify for any change in pay except COLA (no annual merit increase).
 - iv. Employees (if any) with a current rate that is above the Maximum for their assigned range, do not qualify for any change in pay except COLA (no annual merit increase).

20. HOLIDAYS

- a. Unless otherwise noted, non-union employees observe the following holidays:

- New Year's Day
 - President's Day
 - Martin Luther King Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving Day
 - Christmas Day
- b. Full time and regularly scheduled part-time employees are entitled to holiday pay equal to the hours they would normally be scheduled to work on the day of the holiday.
 - c. When a holiday falls on a Saturday, it will be observed on Friday. When a holiday falls on Sunday, it will be observed on Monday. When a holiday falls while an employee is on PTO, the employee will not be charged PTO hours for that holiday.
 - d. The following four holidays will be paid at time and ½ for all hours worked: New Year's, 4th of July, Thanksgiving and Christmas.
 - e. Per Diem firefighters are entitled to the following holidays at time and one-half of their base rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
 - f. Employees who are absent for unauthorized reasons on the day directly proceeding or directly following the holiday shall forfeit pay for the holiday.
 - g. The Town Offices are closed for business the day after Thanksgiving. Employees may either work that day or take PTO.

21. PAID TIME OFF

- a. Full time, non-union employees earn paid time off (PTO) hours each pay period, based on length of service as defined and is in accordance with the following chart:

Service	1-4 yrs	5-9 yrs	10-14 yrs	15-19 yrs	20+ yrs
PTO	168 hrs	208 hrs	240 hrs	256 hrs	272 hrs

- b. PTO is used for any purpose. It is intended to provide earnings during periods of illness, vacation, personal time off, etc.
- c. Employees are expected to plan in advance for periods of time they will be away from work for recreational reasons. Illness or injury are among the unexpected reasons for using PTO, however, it is important to give the Department Manager as much lead time notice as possible.
- d. PTO hours are included with time worked in calculating overtime pay. However, employees may not use PTO in excess of their normally scheduled work week in order to generate overtime pay.
- e. Unused PTO can be accumulated and carried over at the end of the calendar year up to a maximum of 60 days (480 hours). Any unused PTO over 60 days (480 hours) is deleted from the employee's PTO bank.
- f. Upon separation, unused PTO (up to a maximum of 480 hours) is paid out to the employee or his/her heirs at the rate of pay currently in effect.
- g. Employees who are, or expect to accumulate more than 480 hours of Paid Time Off (PTO) by December 31st may request a buyout of their excess PTO by December 1st. Hours that exceed the

maximum (480 hours) will be reimbursed at 100% of the employee's current wages. Written requests are to be made to the Board of Selectmen and submitted to the Selectmen's Office for approval.

- h. Movement to the next tier is effective on your anniversary date, i.e. at your first anniversary you will have completed 1 year of service.

22. CATASTROPHIC FUNDS (grandfathered on 1/1/11)

- a. After PTO hours are depleted, employees may use their CF hours to provide financial support during periods of prolonged illness or injury.
- b. CF hours are not transferrable and cannot be "gifted" to another employee.
- c. Upon separation, any unused Catastrophic Funds will be paid out to the employee or his/her heirs at the rate of 50% of the pay that is currently in effect.

23. PAID TIME OFF FOR PART TIME EMPLOYEES

- a. Regularly scheduled part time, non-union employees, who work fifteen (15 hours) or more per week are eligible to earn paid time off (PTO) hours, based on length of service, in accordance with the following chart:

Service	1-4 yrs	5-11 years	12+ yrs
PTO	2 wks prorated	3 wks prorated	4 wks prorated

- b. Prorated time is equivalent to an employee's regularly scheduled work week.
- c. PTO is used for any purpose. It is intended to provide earnings during periods of illness, vacation, personal time off, etc. PTO may be taken in advance of time earned with the Department Head's approval.
- d. PTO shall not carryover from year to year.
- e. Temporary and on-call employees are not eligible for PTO.
- f. Movement to the next tier is effective on your anniversary date, i.e. at your first anniversary you will have completed 1 year of service.

24. SHIFT SWAPPING

- a. Shift Swapping is allowed provided there are no additional costs to the Town of Hampstead. All swaps must be mutually agreed upon by the two (2) parties and must be approved by the Fire Chief.
- b. Shift swaps must be indicated on the department payroll log sheet, whereas both members participating in the swap must indicate the actual days works.

- c. Both the original and subsequent exchange must occur within the same payroll period.
- d. It is the requesting member's responsibility to make sure their shift is covered at no additional costs to the Town. For example, if employ A requested a swap from employee B, employee A needs to make sure employee B is working. If not, Employee A must work. If employee A is not available and there is a cost to the department or town, then employee A would be responsible for the cost.

25. WORKING HOURS

- a. Regular working hours may vary depending on the particular job, department, shift, or working conditions. Each employee is expected to complete a normal workday and workweek and work whatever reasonable additional hours are required to meet the Town's needs.
- b. Hours for library personnel shall be approved by the Library Board of Trustees, based on state law, consistent with the Pay Plan set by the Board of Selectmen.

26. ATTENDANCE

- a. Regular and on-time attendance is expected for efficient operation of the Town. Excessive absenteeism and tardiness are not only inconvenient but also cause costly problems. While it is recognized that an occasional illness or extenuating personal reason may cause unavoidable absence from work or tardiness, regular on-time attendance is required for continued employment.
- b. Each employee is expected to personally notify his/her Supervisor of any absence or tardiness. An employee should contact his/her Supervisor directly to report any absence or lateness prior to his/her starting time so that arrangements may be made to alter the distribution of work, if necessary. If the Supervisor is not available, then the employee should notify the Administrative Assistant of the absence or lateness. An employee who may be tardy or absent from work because of a medical or other appointment must obtain approval from his/her Supervisor prior to the planned appointment, where feasible.
- c. Any employee who fails to maintain an acceptable attendance record may be subject to disciplinary action, up to and including termination. Unexcused absence or tardiness may affect future promotions and/or raises, consistent with the law.
- d. The Town reserves the right to request an explanatory note or documentation from the employee's physician, should a medical absence extend beyond three (3) consecutive working days due to a non-job-related illness or injury.
- e. If any employee is absent from work for three (3) consecutive working days without informing his/her Supervisor, it will be assumed that the employee resigned and employment will be terminated as of the last day worked by the employee.

27. REST PERIODS AND LUNCH BREAK

- a. The Supervisor will inform employees of scheduled break and/or lunch periods. Employees are expected back at their workstations ready to start work at the end of each scheduled break and/or lunch period.
- b. The Town Office is open from 7-7 on Monday, 7-4 Tuesday through Thursday, and 7-12 on Friday. To receive pay for hours other than the hours the Town Office is open, an employee must receive prior permission from his/her supervisor or the liaison Selectman to his/her department.
- c. Each employee who works at least eight (8) hours in a day shall be entitled to a rest period in the morning of no more than ten (10) minutes and another rest period in the afternoon of no more than

ten (10) minutes. No employee shall be required to work more than four (4) hours without one-half hour lunch break at the end of the fourth (4th) hour.

- d. Hourly employees do not get paid for a lunch break. If an employee is asked to remain at the workstation during the lunch period, permission must be given by the Board of Selectmen, with a waiver signed by the employee and the Board of Selectmen and placed in the employee's personnel file.
- e. Except for Police and Fire Personnel, due to the nature of their job, this authorized agreement is the only other instance where an employee is paid for a lunch break.

28. RECORDING TIME WORKED

- a. It is the employee's responsibility to record time worked and to sign his/her time record to certify the accuracy of all time recorded before submitting it for processing. Time sheets will be signed and approved by the Supervisor for those employees under his/her responsibility. Time worked is all the time actually spent on the job performing assigned duties. Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record any departure from work for personal reasons.
- b. If corrections or modifications are made to the time record, both the employee and his/her Supervisor must verify the accuracy of the changes by initialing the time record.
- c. It is a violation of Town policy for one employee to sign another employee's time sheet, alter another employee's time sheet, or alter his/her own time sheet without permission.
- d. If an employee has a question concerning his/her timesheet, he/she should discuss the matter with his/her Supervisor.

29. OVERTIME COMPENSATION/FLEXTIME

- a. A regular workweek is defined as those days and hours normally worked in a specific department.
- b. All hourly and salaried, non-exempt employees working in excess of forty (40) hours in a scheduled workweek shall be paid at the rate of time and one half for all hours worked over forty (40) hours and shall not include holiday hours. The calculation of bereavement leave and jury duty will be included in the calculation of overtime. **Salaried exempt employees are eligible for compensatory time off only under special circumstances as determined by their Department Heads/Liaison.**
- c. All fire personnel working in excess of their normally scheduled workweek shall be paid at the rate of time and one half for any hours worked over their scheduled workweek. Salaried exempt employees are eligible for compensatory time off only under special circumstances as determined by the Fire Chief.
- d. Employees may be scheduled to work overtime when operating requirements or other needs cannot be met during regular working hours. Whenever possible, advance notification will be provided. The Department Head must authorize overtime in advance when it is deemed necessary. Any employee who fails to work scheduled overtime or works overtime without prior authorization from management may be subject to disciplinary action, up to and including termination of employment.
- e. **Salaried (FLSA exempt) employees who work overtime, more than forty-five (45) hours per week due to public safety/emergency purposes/health and welfare, such as snow and ice, roadway obstructions and after hour emergencies shall be compensated with "Flex Time off" to offset the actual hours worked. Flex Time earned shall not exceed 40 hours and may be**

carried by the employee for up to 6 months from the date the Flex Time was earned. It is to be used as time-off with pay upon written notification to the department head or in cases where the department head is requesting flextime off, that request shall go to the Selectmen's Office. Upon employment separation the employee shall forfeit any accrued Flex Time.

Example: 46 hours worked in one week would generate 6 hours of flextime.

30. PAYROLL DEDUCTIONS

- a. The Town is required by law to make certain deductions from every employee's compensation, including any applicable federal or state income taxes. New employees are required to complete withholding and certain other forms related to applicable benefits.
- b. As referenced in greater detail in other policies in this Personnel Policy, the Town offers several benefits programs beyond those required by law. Eligible employees who choose to participate in these programs may voluntarily authorize deductions from their paychecks to cover the costs of participation. Employees who have any questions about the amount or manner in which deductions are made from their paychecks should contact the Administrative Assistant.

31. GARNISHMENT OF EMPLOYEE WAGES

- a. Garnishments are court orders requiring an employer to withhold specified amounts from an employee's wages for payment of a debt owed by the employee to a third party. State law requires the Town to honor garnishments of employee wages (including child support) as a court or other legal judgment may instruct. The law also provides for an administrative fee to be charged when a garnishment occurs.

32. ERROR IN PAY

- a. The Town takes precautions to ensure that employees are paid correctly; however, if an error does occur, the employee should promptly notify the Administrative Assistant. The Town will make every attempt to adjust the error as soon as possible.

33. BENEFITS

a. HEALTH INSURANCE

- i. All regular full-time employees shall have the option of enrolling in the health insurance program as provided by the Town under Health Trust. For full-time employees, the Town currently pays 90% coverage up to and including the cost of family coverage for Blue Choice, (two tier) and 95% coverage up to and including the cost of family coverage for Access Blue New England.
- ii. Regular part-time employees working regularly scheduled hours of at least fifteen (15) hours per week have the option of obtaining membership in the Town's health insurance program at the employees' own expense, with premiums reimbursed to the Town.
- iii. Elected Officials have the option of obtaining membership in the Town's health insurance program at the elected officials' own expense, with premiums reimbursed to the Town.

b. HEALTH INSURANCE STIPEND POLICY

- i. A Town employee eligible for group health insurance who is covered by his/her spouse's group health insurance through his/her employer (other than the Town), or has other existing health insurance, may elect to receive a taxable stipend equal to 33% of the cost of the Health Insurance

to which the employee would be entitled in lieu of carrying duplicate coverage through the Town of Hampstead.

c. DENTAL INSURANCE

- i. All regular full-time employees shall have the option of enrolling in the dental insurance program as provided by the Town under the Health Trust. For full-time employees, the Town currently pays 90% coverage up to and including the cost of family coverage.
- ii. Regular part-time employees working regularly scheduled hours of at least fifteen (15) hours per week have the option of obtaining membership in the Town's dental insurance program at the employees' own expense, with premiums reimbursed to the Town through payroll deductions.

d. LIFE INSURANCE

- i. All regular full-time employees are currently provided life insurance in the amount of one (1) year's salary up to a maximum of \$50,000 at the Town's expense.

e. DISABILITY INSURANCE

- i. All regular full-time employees are covered under the Town's plan with Health Trust for short-term (26 weeks) and long-term disability. The Town pays the premiums for this disability insurance.

f. ELIGIBILITY FOR INSURANCE BENEFITS

- i. Employees are eligible for health insurance and disability insurance on the first (1st) day of the month following regular full-time employment.
- ii. Employees are eligible for dental insurance on the first day of the month following the employee's successful completion of three (3) months' employment with the Town.

34. CONTINUATION OF INSURANCE

- a. The federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") gives certain employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Town's health and dental insurance plans when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation or termination of employment for any reason other than the employee's gross misconduct; death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; an employee becoming entitled to Medicare benefits under Part A, Part B or both; and a dependent child no longer meeting eligibility requirements.
- b. Under COBRA, the employee or beneficiary pays the full cost of insurance coverage at the Town's group rates plus an administration fee.
- c. The Town's insurance company provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for such coverage. The notice contains important information about the employee's rights and obligations.
- d. Upon retirement, under the provisions of RSA 100-A: 5 and RSA 100-A: 6, an employee shall be given the option of continuing health and dental insurance at the employee's expense. Employees must reimburse the Town one (1) month in advance of receipt of benefits.

35. RETIREMENT PROGRAM

- a. All qualifying Town employees will be enrolled in the New Hampshire Retirement System as required by state statute.

36. TUITION REIMBURSEMENT

- a. All regular full-time employees who have been employed by the Town for at least one (1) year are eligible for tuition reimbursement, within Department budget. In the first instance, the employee pays for the job-related course, seminar, or class (collectively "class"). The Department Head must pre-approve class attendance. The Department Head must authorize, in advance, related expenses such as meals, transportation and lodging. Once the class is completed, the employee must submit a final grade, tuition bill, and any itemized expenses with receipts to the Department Head.
- b. The Town, upon receiving proof of a passing grade of C or better (or a "pass" in a pass/fail class) and certificate of successful completion, shall reimburse tuition, books, and related expenses for such class.
- c. Employees will not be reimbursed if the course is dropped or not completed or if the employee ceases to be employed by the Town for any reason prior to reimbursement.
- d. If the employee fails to attend a class, the cost to attend or any cancellation fee incurred will be the responsibility of the employee.

37. CREDIT UNION

- a. The Town is affiliated with the Service Credit Union. Employees may avail themselves of services offered by the Credit Union.

38. SEPARATION FROM EMPLOYMENT

- a. An employee may be separated from employment under a number of circumstances, including: retirement, voluntary resignation, lack of work, or discharge. Because employment with the Town is based on mutual consent, both the employee and the Town have the right to terminate employment at-will, with or without notice, at any time and for any or no reason or cause.
- b. All Town property in the employee's possession must be returned to the Supervisor immediately upon separation from employment. The Town may take all action consistent with state law to recover or protect its property, including initiating a civil proceeding.

39. VOLUNTARY RESIGNATION

- a. Employees may resign at anytime. They are expected to give at least two (2) weeks' notice of their intention to resign. Department Heads are expected to give at least four (4) weeks' notice. All resignations shall be given in writing to the employee's immediate Supervisor, and forwarded to the Board of Selectmen. Once a resignation is received, there will be a forty-eight (48) hour period before action is taken. During the forty-eight (48) hour period the resignation may be withdrawn and/or a discussion of benefits conversion and the reason for resignation will be discussed. An exit interview may be conducted.

40. DEMOTION

- a. An employee may be demoted to a position of lower grade for which he/she is qualified for various reasons, including the following:
 - i. When an employee would otherwise be laid off due to a position being abolished, a position being reclassified to a higher grade, lack of work, lack of funds, or the return to work from authorized leave of another employee to such a position in accordance with applicable rules

contained in this Personnel Policy; or,

- ii. When an employee does not possess the necessary skill or qualifications to render satisfactory service in the position held.
- b. All demotions must receive the approval of the Board of Selectmen. An appeal may be filed by the demoted employee with the Administrative Assistant for review by the Board of Selectmen.

41. EMERGENCY SITUATIONS

- a. In cases of bad weather, power failure or other unforeseen problems, the Board of Selectmen may shut down the place of employment and send employees' home. If the building is closed, all employees on duty will receive their normal pay for that day. If the building does not close, but an employee feels that for safety reasons he/she should not come to work or feels he/she must leave, he/she will be paid only for the time worked.
- b. An employee may use PTO hours to cover missed hours/days worked in this situation, but shall not be penalized (and shall be paid) if weather conditions make such employee's absence reasonable as determined by the Administrative Assistant in his/her sole discretion.
- c. If the School has a delayed opening or is closed due to weather, the Town Offices will have a delayed opening for up to two hours.

42. BEREAVEMENT LEAVE

- a. All non-union, regular full- and part-time employees shall be granted up to three (3) paid working days of bereavement leave upon the death of a member of his/her immediate family. Immediate family shall include: spouse, brother, sister, child/stepchild, mother/stepmother, father/stepfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or any ward or relative residing permanently in the employee's home. Hours paid will not exceed regularly scheduled hours. Bereavement leave under other circumstances is subject to approval of the Selectmen's Liaison.

43. JURY DUTY

- a. Regular full-time employees who serve on a jury shall receive the difference between their regular rate of pay and the reimbursement received from the court. In order to receive the employer's share, employees must submit documentation showing the amount of the court's payment. If the court dismisses the jury early, the employee is expected to return to work as soon as possible and complete a regular workday. The Town may require verification that the employee has been called for jury duty and/or has been seated on a jury.

44. FAMILY AND MEDICAL LEAVE POLICY

Pursuant to the Family and Medical Leave Act of 1993 (FMLA), the Town will provide to eligible employees up to 12 weeks of **unpaid** leave (or up to 26 weeks for the care of a service member) for employees eligible for such leave. The following policy outlines the basic requirements for obtaining leave, the amount of leave that may be taken, and how the leave relates to other time off provided by the Town.

a. ELIGIBILITY:

Employees who have at least 12 months of service in the Town and who have worked at least 1,250 hours in the 12 months preceding the date that requested leave is to begin are eligible for family/medical

leave. Employees who do not satisfy these requirements are not eligible for family/medical leave, but may be eligible for other unpaid leave in accordance with Town policy.

FMLA provides eligible employees with up to 12 weeks in a twelve-month period (and in some cases up to 26 weeks) of unpaid, job-protected leave for the following reasons:

- i. To care for a newborn child as long as leave is completed by the child's first birthday.
- ii. Placement of a child for adoption or foster care so long as the leave is completed by one year following initial placement;
- iii. To care for a spouse, child (under 18 years of age unless mentally or physically disabled) or parent of an employee who requires such care because of a serious health condition, or,
- iv. Because the employee has a serious health condition which renders the employee unable to perform the employee's job, including any work-related illness or injury.
- iv. Because of any qualifying exigency (as defined by the Department of Labor) arising from the fact an employee's spouse, child, or parent is on covered active duty or has been notified of an impending call or order to active duty in the Armed Forces. A "qualifying exigency" includes: (a) short-notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) financial and legal arrangements; (e) counseling; (f) rest and recuperation; (g) post-deployment activities; and (h) additional activities related to a family member's call to covered active duty where the employer and the Town may agree to the leave. The FMLA defines "covered active duty" for a member of a regular component of the Armed Forces to mean duty during the deployment of that member to a foreign country. In the case of a member of a reserve component of the Armed Forces, "covered active duty" means duty during the deployment of that member to a foreign country or an order to active duty.
- vi. Subject to the provisions of the FMLA, an eligible employee who is the spouse, child, parent, or nearest blood relative of a covered service member who is recovering from a serious illness or injury is entitled to up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for the service member. The "single twelve (12) month period" begins on the first day the employee takes military caregiver leave and ends twelve (12) months after that date.

A "serious health condition" is defined as an "illness, injury, impairment, or physical or mental condition" that requires either inpatient care (in a hospital, nursing home or hospice) or at least continuing treatment by a health care provider.

A "covered service member" is defined as a: (1) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is on the temporary disability retired list, for a serious injury or illness; or (2) a veteran of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness incurred in the line of duty and who was a member of the Armed Forces at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

If spouses both work for the Town, and each wish to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent with a serious health condition, the spouses may only take a combined total of twelve (12) weeks of leave or combined total of twenty-six (26) weeks to care for a covered injured or ill service member within a twelve (12) month period.

Spouses are limited to a combined total of twenty-six (26) work weeks of FMLA leave during a

single twelve (12) month period if the leave is for: (a) the care for a covered service member with a serious illness or injury; or (b) a combination of leave to care for a covered service member and leave for another FMLA purpose.

b. CALCULATING FMLA LEAVE:

The Town will measure the twelve (12) month period as a rolling twelve (12) month period measured backwards from the date an employee uses any leave under this policy. Each time an employee takes leave, the Town will compute the amount of leave the employee has taken under this policy in the last twelve (12) months and subtract it from the twelve (12) weeks of available leave, with the balance remaining being the amount the employee is entitled to take at that time.

For the purpose of calculating an employee's eligibility for the military caregiver leave, a "single twelve (12) month period" begins on the first day the employee takes military caregiver leave and ends twelve (12) months after that date. An employee may not carry over any unused military caregiver leave and such leave is provided only on a per-service member, per-injury basis.

c. ACCRUED SICK/VACATION/PERSONAL DAYS (PTO)

The Town may employees to first use their paid vacation, personal or sick (PTO) leave as a substitute for any part of the twelve (12) week FMLA leave period. If an employee uses paid leave, the Town will provide only enough unpaid leave to total twelve (12) weeks when combined with paid leave. The Town is not required to provide paid sick leave or medical leave in any situation where the Town does not already provide that leave.

d. HEALTH AND OTHER INSURANCE BENEFITS

Employees are entitled to receive health benefits (e.g., medical, dental, etc.) during the leave at the same level and terms of coverage as if they had been working throughout the leave. The employee is responsible for paying the employee's portion of all insurances while on FMLA leave and must make timely premium payments to maintain the coverage. If the employee does not return from FMLA leave, the Town is entitled to collect all premiums paid by the Town during the FMLA leave from the employee.

It may be necessary for the employee to continue to pay for other benefits as well, such as disability or life insurance. Employees will be required to pay premiums for any coverage, which must be continued during the leave.

e. NOTICE OF LEAVE

Employees seeking leave ordinarily must provide the Town at least thirty (30) days written notice if the need for leave is foreseeable. If an employee does not provide at least thirty (30) days written notice, the employee must provide the written notice as soon as practicable and with an explanation as to why insufficient notice was given. The Town may either permit the employee to begin the leave as requested or deny the leave until thirty (30) days after the notice is provided. Employees should contact the Administrative Assistant to the Board of Selectmen to request an FMLA packet with the applicable forms that the employee must complete. It is the employee's obligation to provide the Town with sufficient information for the Town to determine if the requested leave qualifies as FMLA leave.

In the event an employee requires leave for a foreseeable qualifying exigency because a spouse, child, or parent of an employee is called to active duty (or is notified of an impending call or order to active duty), an employee shall provide the Town with such notice as is reasonable and practicable.

f. CERTIFICATION OF NEED FOR LEAVE

Each employee requesting FMLA leave due to a medical condition of the employee, spouse, child or parent must provide certification from a health care provider which sets forth:

- i. The name, address, telephone, number, and fax number of the health care provider and type of medical practice/specialization;
- ii. The approximate date on which the serious health condition commenced, and its probable duration;
- iii. A statement or description of appropriate medical facts regarding the patient's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for leave. Medical facts may include symptoms, diagnosis, hospitalization, or other such information as provided by the FMLA.
- iv. If the employee is the patient, information sufficient to establish that the employee cannot perform the essential functions of the employee's job as well as the nature of any other work restrictions, and the likely duration of such inability;
- v. If the patient is a covered family member with a serious health condition, information sufficient to establish that the family member is in need of care and an estimate of the frequency and duration of the leave required to care for the family member;
- vi. If an employee requests leave on an intermittent or reduced schedule basis for planned medical treatment of the employee's or a covered family member's serious health condition, information sufficient to establish the medical necessity for such intermittent or reduced schedule leave and an estimate of the dates and duration of such treatments and any periods of recovery;
- vii. If an employee requests leave on an intermittent or reduced schedule basis for the employee's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity, information sufficient to establish the medical necessity for such intermittent or reduced schedule leave and an estimate of the frequency and duration of the episodes of incapacity; and
- viii. If an employee requests leave on an intermittent or reduced schedule basis to care for a covered family member with a serious health condition, a statement that such leave is medically necessary to care for the family member and an estimate of the frequency and duration of the required leave.

The employee must provide a medical certification meeting the above-referenced criteria from the employee's medical care provider within fifteen (15) days of the Town's request for certification. Optional forms are available from the Administrative Assistant to the Board of Selectmen. In the event the employee fails to return the medical certification within fifteen (15) days after the Town's request, the Town may deny the employee leave in accordance with the regulations implementing the FMLA.

g. LEAVE USE DURING FMLA

i. Intermittent Leave

An employee taking FMLA leave due to the serious medical condition of a spouse, a child, a parent, covered service member or the employee's own serious medical condition, may take leave intermittently or on a reduced-schedule basis. Employees taking FMLA leave for any other reason are not entitled to leave on an intermittent or reduced-schedule basis. When necessary, an employee on intermittent or reduced-schedule leave may be transferred to an available alternate position to which the employee is qualified, with no loss in pay or benefits, which will more easily accommodate the need for leave.

An employee may take such intermittent or reduced schedule leave due to a qualifying exigency (as

defined by the Department of Labor) arising from the fact an employee's spouse, child, or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation.

ii. Certification of Leave Taken Because of a Qualifying Exigency:

Employees requesting FMLA leave because of a qualifying exigency caused by a covered family member's call to active military duty with the Armed Forces must provide documentation of such order to active service and may include active-duty orders or other documentation issued by the military that indicates the covered military family member is on active duty, or called to active duty, in support of a contingency operation and the dates of the active-duty service. For any other type of qualifying exigency, the Town may require an employee provide certification or other such documentation to the extent permitted by the FMLA.

iii. Certification for Leave Taken to Care for a Covered Service Member (Military Caregiver Leave)

Employees requesting FMLA leave to care for a covered service member with a serious injury or illness must obtain a certification completed by an authorized health care provider (as provided for by 29 C.F.R. § 825.310) for the covered service member. The Town may request such information from the covered service member's health care provider to the extent permitted by the FMLA in order to establish an employee's eligibility for FMLA leave.

h. RETURNING TO WORK

At the beginning of the FMLA leave, the employee must inform the Town of the employee's expected return date. At the end of the FMLA leave, the employee will be reinstated to the same or equivalent position occupied before the leave began. An equivalent position is one that is similar in terms of pay, benefits and terms of conditions of employment. Under certain conditions "key employees" may not be reinstated to the same or similar position.

If the employee takes leave due to the employee's own serious medical condition, the employee shall present a medical certification of the employee's fitness for duty before being permitted to return. Unless the employee provides either a certification of the employee's fitness for duty or a new medical certification for a serious health condition at the time FMLA leave is concluded, the Town may terminate the employee. See 29 C.F.R. § 825.313(d).

45. PREGNANCY AND MATERNITY LEAVE

- a. Female employees may take an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth, or related medical conditions. Such employees are required to use all accumulated sick, personnel and vacation (PTO hours) prior to taking an unpaid leave.
- b. An employee who has notified the Town of her intent to return at the end of her maternity leave will be reinstated to her original job or a comparable position with comparable pay and accumulated seniority, retirement, fringe benefits, and other service credits unless business necessity makes this unreasonable or impossible. An employee who cannot be returned to his/her former or a comparable position remains eligible to apply for any available position within the Town for which he/she is qualified. If an employee fails to report to work promptly at the expiration of the approved leave period, the Town will assume the employee has resigned.

- c. The Town will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the Town's Family and Medical Leave policy as outlined in this Personnel Policy and in accordance with all applicable state and federal laws.
- d. Employees who take an excused absence for medical disabilities associated with pregnancy or childbirth are required to submit to the Town a written release to return to work from a healthcare provider.

46. WORKERS' COMPENSATION

- a. The Town provides workers' compensation insurance to all employees. Eligibility for benefits under workers' compensation insurance is automatic and is effective on date of hire. An employee who sustains a personal injury, compensable illness or death arising out of and in the course of employment with the Town will receive benefits, including lost wages, in accordance with state law at the time of the incident.
- b. An employee should immediately report a workplace injury or illness to the employee's Supervisor. The Supervisor must file a workplace injury report immediately upon notification from the employee. No matter how minor an on-the-job injury may appear, it must be reported immediately. Insurance requirements limit the time for reporting to the insurance company. If the Town does not promptly report an injury or illness to the insurance company and to the state, a loss in medical coverage and wages may result. If an employee misses work due to a work-related injury or illness, he/she will need to fill out a first report of injury form and perhaps FMLA forms. The length of time the employee is absent from work due to the injury or illness may be applied to any FMLA leave.
- c. The Town will pay the employee base pay charged to sick time until the claim is processed. Upon receipt of the workers' compensation payments, the employee may reimburse the Town, which will in turn credit the sick time used to cover the work-related disability. Such restoration of days need not be made if the employee does not desire to restore such accrued sick leave. In addition, at any time after a work-related illness or injury, the employee may request that accrued vacation or sick time be used to supplement workers' compensation payments. In no case, however, shall the combination of accrued leave benefits and the workers' compensation payments equal more than one hundred percent (100%) of the employee's regular rate of pay.
- d. Workers' compensation benefits provide weekly payments based upon a statutorily specified amount of the employee's regular earnings as well as payments for medical and hospital expenses arising out of a work-related illness or injury.
- e. If a physician instructs an employee to stay out of work due to a work-related injury or illness, the employee must provide a physician's note to the Administrative Assistant stating the reason and the length of time the employee will be out of work. If the physician requires the employee to have a light work-duty capacity, the employee must provide a physician's note stating his/her restrictions. The Town will make every attempt to accommodate the employee and have the employee return to work as soon as possible. Upon release to full-duty, the employee must provide the Town with a physician's note prior to beginning full-duty work.

47. TEMPORARY ALTERNATIVE DUTY

- a. In compliance with RSA 281A: 23-B, the Town will provide temporary alternative work opportunities to all employees disabled by a work-related injury or illness. If appropriate, the employee will be assigned temporary alternative/transitional duty. This may mean a modification

of the employee's present position, reassignment of the employee to different duties or requiring a different work schedule. An employee whose health condition would qualify for FMLA leave may, at his/her option, use that leave, to the extent it is available, rather than take the temporary alternative position offered.

- b. During the employee's temporary alternative/transitional duty, pay will be in accordance with the tasks performed by the employee and with state law. An employee on temporary alternative/transitional duty is expected to cooperate with the Town in sharing information regarding his/her medical status and ability to return to work. Temporary alternative/transitional duty is intended to be temporary until the employee is able to return to his/her regular duties.

48. PROGRESSIVE DISCIPLINE

- a. As public employees, actions and behavior reflect directly upon the Town. Unprofessional conduct and attitudes will not be tolerated. Any breach of Town policies, state and local laws, or departmental policies may result in disciplinary action, up to and including termination. The Town's characterization of the seriousness of an offense will depend upon the circumstances prevailing at the time the offense occurred, what prompted the offense and the employee's past record. These factors will be among those considered when determining the appropriate action to take in response to a particular offense.
- b. Although employment with the Town is based on mutual consent and both the employee and the Town have the right to terminate employment at-will, with or without notice, at any time and for any or no reason or cause, the Town may use progressive discipline at its discretion. This policy does not alter the "at-will" nature of the relationship between the Town and its employees.
- c. The major purpose of any disciplinary action is to correct the problem, prevent recurrence and prepare the employee for satisfactory service in the future. Notwithstanding the foregoing, this sequence of progressive discipline need not be followed and an infraction may be sufficiently severe as to merit skipping one or more of the following steps.
- d. Disciplinary action will normally be imposed in the following order:
 - 1. FIRST STEP - Verbal Warning
 - 2. SECOND STEP - Written Warning
 - 3. THIRD STEP - Suspension Without Pay
 - 4. FINAL STEP – Discharge
- e. Verbal and written warnings will be given by the Department Head and shall include the nature of the offense, including the date and time of its occurrence, and remedial suggestions. A copy of all written warnings shall be sent to the Board of Selectmen and shall be placed in the employee's personnel file. Whenever possible, warnings will be issued within ten (10) working days of the Department Head's knowledge of the offense.
- f. Suspension without pay may be imposed by the Department Head and shall be between one (1) and ten (10) working days, depending on the severity of the offense. The Department Head shall notify the Selectmen's Liaison (or, in the case of suspension of the Department Head, the Selectmen's Liaison shall notify the Board of Selectmen) immediately upon imposition of suspension. Whenever possible, suspension should be imposed within ten (10) working days of knowledge of the offense. The employee must receive a written notice of suspension, which will include the length of the suspension, the nature of the offense and remedial suggestions.

- g. The Board of Selectmen may discharge an employee upon the recommendation of the Department Head (or in the case of the Department Head, upon recommendation of the Selectmen's Liaison). Upon receipt of such recommendation, the Selectmen's Liaison shall review the circumstances surrounding the events causing such recommendation and the employee's personnel file. If the Selectmen's Liaison agrees with the Department Head's recommendation, he/she will forward it to the full Board of Selectmen for action. (In the case of the recommended discharge of the Department Head, the Selectmen's Liaison shall forward such recommendation directly to the full Board of Selectmen for action.) If the Board of Selectmen, after holding a hearing with at least ten (10) days' notice to the employee and Department Head, votes to discharge, the discharge shall be provided in writing to the employee on the next business day following such vote.
- h. Appeals of disciplinary actions may be made by the employee to his/her Department Head, in writing, within five (5) working days of such action. The employee may also insert in his/her personnel file a statement denying or protesting any written warning, suspension or discharge. The Department Head shall respond within (5) working days of receipt of the appeal. If the employee is not satisfied with the Department Head's decision to suspend him/her without pay, he/she may appeal in writing to the Selectmen's Liaison within five (5) working days of receipt of the Department Head's response. The Selectmen's Liaison shall thereafter hold a hearing on such suspension and provide the employee and the Department Head with a written decision within five (5) working days of such hearing.
- i. The employee may request a rehearing of any discharge to the whole Board of Selectmen in writing within five (5) working days of receipt of the notice of discharge. Within five (5) working days of receipt of the appeal, the Board of Selectmen shall schedule a rehearing at which the employee and the Department Head shall be provided the opportunity to present their respective interpretation of the events giving rise to the disciplinary action. The Board of Selectmen shall render a decision within ten (10) working days of hearing the appeal rehearing.

49. TRAVEL REIMBURSEMENT

- a. Upon receipt of a fully executed travel reimbursement form and corresponding receipts, the Town will reimburse an employee for the cost of travel, lodging, meals, or other expenses directly related to accomplishing assignments away from his/her offices. Employees are expected to limit expenses to reasonable amounts. Expenses which the Town deems unreasonable will be the responsibility of the employee. If an employee has a question regarding the reasonableness of a travel expense, he/she should ask his/her Supervisor for clarification in advance. Expenditures exceeding a total of \$200.00 must be approved by the Selectmen's Liaison for the department in advance.

50. CELLULAR PHONE POLICY

- a. Cellular phones are not to be used during working hours except for town business or emergencies.

51. SMOKING POLICY

- a. In order to accommodate the interests of the general public, management and employees in making the Town Office Building a smoke-free and safe atmosphere, the following policy is established:
NO SMOKING WILL BE ALLOWED IN THE TOWN OFFICE BUILDING OR IN ANY OTHER TOWN BUILDING OR IN ANY TOWN-OWNED VEHICLE.
- b. The buildings will be properly posted and the Board of Selectmen will enforce the policy. Employees failing to respect this policy will be subject to disciplinary action. The use of tobacco products outside of work shall not affect an employee's employment by the Town.

52. TOWN VEHICLES AND MILEAGE REIMBURSEMENT

- a. Town-owned vehicles are assigned to certain staff and employees for the purpose of immediate, effective and coordinated emergency response to situations in the Town. Vehicles assigned should be kept in a ready state and not operated at any time in an unsafe and unprofessional manner. Unless specifically authorized in writing by the Board of Selectmen, vehicles are for business use only. All Town-owned vehicles shall bear the seal of the Town with the exception of unmarked police cars used for surveillance. Additional seals may include Police and Fire Department seals as approved by the Board of Selectmen.
- b. All Town employees who use private vehicles for official Town business are entitled to reimbursement for mileage. The Board of Selectmen shall establish the reimbursement rate for mileage, which is currently the IRS reimbursement rate.

53. EQUIPMENT AND FACILITIES

- a. Employees should be concerned with the care and safe use of Town-owned equipment and facilities. Employees are expected to follow all operating instructions, safety standards and guidelines. Good housekeeping is expected of every employee.
- b. If any equipment, machines, tools, vehicles, etc. appear to be damaged, defective, or in need of repair, notify the Supervisor. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.
- c. Unsafe, destructive, careless, negligent, or improper use or operation of equipment may result in disciplinary action, up to and including termination of employment.
- d. No Town Officer/Employee elected or appointed shall use Town property or Town labor for personal purposes.

54. DRESS CODE

- a. As employees of a local government frequently visited by residents of the Town and officials of other governments and businesses, it is important that office work areas be neat and clean and dress be appropriate for a business setting during normal work hours.

55. SEXUAL HARASSMENT POLICY

- a. The Town is responsible for providing a variety of services to the community in the most efficient and businesslike manner possible. In order to accomplish this goal, the Town must provide the most businesslike work environment possible for its employees. As in any workplace, the proper conduct of all employees is essential in creating this environment and great care should be used in all interpersonal relationships.
- b. The Town believes that every employee is entitled to a work environment free from sexual harassment. Sexual harassment is a form of discrimination prohibited by state law under RSA 354-A and by federal law under Title VII of the Civil Rights Act of 1964, as amended.
- c. Sexual Harassment is defined as: "Any unwelcome sexual or gender-based conduct that creates a hostile, intimidating or offense work environment constitutes sexual harassment." Sexual harassment also exists when an employee exercises or threatens the authority of his or her position

- to control, influence, direct, or affect the job, duties, earnings, or career of another employee in order to obtain a sexual favor. In other words, it includes unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct of a sexual nature, particularly where:
- i. Submission to such conduct is made a condition of employment;
 - ii. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
 - iii. Such conduct has the purpose or effect of substantially interfering with an individual's work performance.
- d. Sexual harassment may take on many forms. Examples of sexual harassment include but are not limited to repeated offensive or unwelcome comments, leering, salacious gestures, inappropriate language, jokes of a sexual nature, any unnecessary touching or physical contact, lewd or off-color humor, sexual innuendo, unwanted propositions, excessive flirtation, or display of sexually suggestive pictures or cartoons. Sexual harassment may also include such conduct directed towards persons of the same sex as well as the opposite sex, regardless of the sexual orientation of either the alleged harasser or the target of the harassment.
- e. It is the policy of the Town that all employees should be able to enjoy a working environment free from all forms of discrimination, including sexual harassment. Sexual harassment shall be treated as an act of employee misconduct and will not be tolerated under any circumstances. This policy applies to employees and other individuals who may have a relationship with the Town which enables the Town to exercise some control over the individual's conduct in places and activities that relate to the Town (e.g., Town officials, vendors, citizens of the Town, etc.); it is not limited to incidents that occur between employees.
- f. All decisions regarding employment benefits, opportunities and performance are made on the basis of merit and without discrimination or condition upon submission to any sexual or amorous conduct.
- g. All employees are required to cooperate in a sexual harassment investigation. In the course of handling complaints, the Town will strive to maintain confidentiality to the extent possible under the circumstances.
- h. All employees should note that retaliation against an employee who has complained of sexual harassment or against individuals cooperating with the investigation of a sexual harassment complaint is unlawful and will not be tolerated. The Town guarantees that no employee will be subject to any form of retaliation or discipline for lodging any good-faith complaints of sexual harassment. Retaliation is against Town policy and will be treated in the same manner as other forms of sexual harassment.
- i. The Town recognizes that any allegation of sexual harassment requires a determination of the facts in each case, and further recognizes that any such investigation must be conducted in a confidential manner so that the allegation is properly reviewed. The following procedures should be considered in all circumstances when an individual feels that he/she is the victim of sexual harassment.
- j. Information, Counseling, and Informal Resolution:
- i. If an employee believes he/she has experienced sexual harassment, then he/she is encouraged to directly inform the offending person(s), if he/she feels comfortable doing so, that such conduct is offensive and must stop.
 - ii. Any employee may seek advice, information, or counseling from his/her superiors on matters related to sexual harassment but the reporting of unwelcome conduct that falls within this policy

will be treated as a formal complaint, triggering an investigation. An employee who believes he/she is being/has been harassed or who is uncertain if what he/she experiencing/has experienced is/was sexual harassment is encouraged to talk with his/her Supervisor or Department Head, unless such Supervisor or Department Head may be involved in the alleged harassment, in which case, the employee is encouraged to discuss the matter with the Administrative Assistant.

- iii. At this stage of the informal resolution process, the employee seeking information and advice will be counseled as to the options for action available under this policy. To the extent possible, information disclosed through this advising process will be held in confidence. Note however that additional people may need to be informed in order to facilitate a solution or the supervisory personnel determines that the conduct alleged requires immediate action and proceeds under Section k (below).
- iv. The aim of informal complaint resolution is to ensure that the alleged offending behavior ceases and that the matter is resolved promptly at the appropriate level.
- v. Appropriate disciplinary action shall be taken against the alleged offender.
- k. If the procedure in Section j (above) is deemed to be inappropriate by the Supervisor, Department Head or Administrative Assistant, mediation by an internal or external third party may be used as a form of either formal or informal resolution, if agreed to by the complaining employee and the alleged offender, as appropriate.
- l. If mediation is agreed to by the parties, the non-involved Supervisor, Department Head, Administrative Assistant or an outside third party, if agreed to by the parties, shall conduct an informal mediation aimed at stopping all offending conduct and determining appropriate procedures and protocols to minimize the occurrence of situations wherein actual or perceived sexual harassment may occur. Upon completion of such mediation, the mediator shall submit a confidential report of such mediation to the Board of Selectmen.
- m. If the complaining employee and the alleged offender cannot agree to resolve the problem under Sections j or k (above) and the Supervisor, Department Head or Administrative Assistant believes that the issue requires resolution, the supervisory employee may seek formal resolution of the complaint by formally reporting to the Board of Selectmen or town counsel following consultation with the complaining employee. Likewise, an employee who believes that he/she is being/has been sexually harassed may, at anytime, in lieu of, during or after the procedures set forth in Sections A and B above, file a written complaint of the incident to his/her Supervisor, Department Head or Administrative Assistant. An employee or other individual also has the option of reporting an incident of sexual harassment directly to the Board of Selectmen or Town counsel.
- n. Upon receipt of the written complaint, the Administrative Assistant shall conduct or cause to be conducted an investigation of the complaint and report the findings to the Board of Selectmen as soon as possible.
- o. The entity or person conducting the investigation shall notify the complaining employee and the alleged offender of the findings of the investigation and the corrective action, if any, to be taken.

56. ANTI-HARASSMENT POLICY

- a. The Town is committed to providing a work environment that is free of unlawful harassment. Engaging in actions, writings, or comments based on an individual's race, color, religion, sex, sexual orientation, marital status, national origin, citizenship, pregnancy, veteran's status, age, mental or physical disability, or any other legally protected personal characteristic is a violation of this policy. Unlawful harassment (both overt and subtle) is a form of employee misconduct that is

demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited. While it is not always easy to identify precisely what conduct constitutes harassment, prohibited conduct certainly includes but is not limited to slurs, epithets, derogatory comments, unwelcome jokes, teasing, or other similar verbal or physical conduct. Freedom from unlawful harassment is not only a legal commitment of the Town; it is a moral commitment as well.

- b. The Town will not tolerate unlawful harassment in any form by any employee of the Town. This policy against harassment also covers other individuals who have a relationship with the Town which enables the Town to exercise some control over the individual's conduct in places and activities that relate to the Town (e.g. Town officials, vendors, citizens of the Town, etc.).
- c. If an employee believes he/she has experienced unlawful harassment, then he/she is encouraged to follow the "Procedures" described under the section of this Personnel Policy entitled "Sexual Harassment Policy."
- d. The Town will promptly conduct an investigation into all good-faith complaints and take appropriate corrective action, which may include discipline up to and including termination of the offending party. In the course of handling complaints, the Town will strive to maintain confidentiality to the extent possible under the circumstances.
- e. All employees should note that retaliation against an employee who has complained of unlawful harassment or against individuals cooperating with the investigation of an unlawful harassment complaint is unlawful and will not be tolerated. The Town guarantees that no employee will be subject to any form of retaliation or discipline for lodging any good-faith complaints of unlawful harassment. Retaliation is a form of illegal harassment that is against this policy and will be treated in the same manner as other forms of unlawful harassment.

57. WORKPLACE VIOLENCE PREVENTION

- a. The Town is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the Town has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.
- b. All employees, including Selectmen, Department Heads, Supervisors and temporary employees, must be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons and other dangerous or hazardous devices or substances are prohibited in the workplace or on a jobsite without proper authorization. Conduct that threatens, intimidates, or coerces another employee, a vendor, a citizen of the Town or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, color, religion, sexual orientation, marital status, national origin, citizenship, veteran's status, pregnancy, mental or physical disability, age, or any characteristic protected by federal, state, or local law.
- c. All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the Administrative Assistant. This includes threats by employees, as well as threats by vendors, solicitors, Town citizens or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.
- d. All suspicious individuals or activities should also be reported as soon as possible to the Administrative Assistant. Do not place yourself in peril. If you see or hear a commotion or disturbance, do not try to intercede or see what is happening.
- e. The Town will promptly and thoroughly investigate all reports of threats of (or actual) violence and

of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the Town may suspend employees, either with or without pay, pending investigation or take any other steps, which, at its sole discretion, it deems appropriate.

- f. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment and possible civil or criminal action.
- g. The Town encourages employees to bring their disputes or differences with other employees to the attention of the Administrative Assistant before the situation escalates into potential violence. The Town is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

58. ALCOHOL AND DRUG-FREE WORKPLACE POLICY

- a. It is the Town's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.
- b. Any individual under the influence of drugs in the workplace and/or on a jobsite pose serious safety and health risks, not only to him/herself, but also to all those who surround or come into contact with him/her. While on Town-owned premises for work-related business and while conducting business-related activities off Town-owned premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol, illegal drugs or controlled substances. The legal use of over-the-counter and prescribed legal drugs is permitted on the job only if it is pursuant to the instructions of a licensed medical practitioner, does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner, and does not endanger other individuals in the workplace or on the jobsite. The manufacture, use, possession, sale, purchase, or transfer of illegal drugs by employees is prohibited. This extends to instances and places where an employee is in a position to be regarded or identified as representing the Town, such as traveling on business or participating in community organizational or professional meetings and affairs.
- c. Employees must notify the Town of any criminal drug statute conviction for a violation occurring in the workplace. The report must be made within five (5) days of the conviction. Failure to notify the Town of such conviction within the time allowed will result in disciplinary action, up to and including immediate termination of employment.
- d. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also result in civil or criminal liability.
- e. The identification, counseling, treatment and rehabilitation of individuals with a drug and/or alcohol abuse problem will be treated as confidential as possible except when there are overriding requirements prescribed by law or other compelling reasons exist.
- f. An employee having a drug or alcohol abuse problem is encouraged to seek assistance from his/her Department Head before the problem affects the individual's job, health or safety and before the problem leads to disciplinary action. A decision to seek assistance from the Department Head after the Town has detected unsatisfactory performance or a violation of the policy will not preclude disciplinary action. The Town will attempt to assist an individual seeking help through referrals to rehabilitation, appropriate leaves of absence and other measures to the extent these measures do not impose an undue burden upon the Town, the employee's coworkers or others and/or do not jeopardize the employee's health and safety or the health and safety of co-workers or others. The

objective of intervention and treatment is to rehabilitate. Persons referred to programs will be expected to undertake the treatment in good faith and to follow treatment advice and protocols, rehabilitation and monitoring conditions. Referred persons will not be excused from complying with job performance standards. Moreover, enrollment and participation in an employee assistance program or other rehabilitation program will not be recognized by the Town as a defense to subsequent criminal behavior.

- g. Employees with questions about this policy or issues related to drug use in the workplace should raise their concerns with their supervisor or Department Head without fear of reprisal.

59. EMPLOYEE ASSISTANCE PROGRAM

- a. The Town recognizes that unresolved personal problems interfere with expected job performance. The Employee Assistance Program (“EAP”) is designed to enhance the health and emotional well being of employees by providing counseling and referral services to those employees who may be experiencing family, substance abuse, financial, and other related problems.
- b. Regular full or part-time employees of the Town can seek assistance from the EAP through 1) self-referral, 2) Supervisor reference, or 3) management consultation. Employee's household members are also eligible to self-refer. Participation is entirely voluntary.
- c. The use of the EAP is strictly confidential. Any written records or notes pertaining to an employee's use of the EAP are maintained in the EAP office and are not a part of any other employee record or file. Release of any information by the EAP counselor can only occur after the employee signs a written request authorizing the release of specific information.
- d. The utilization of the EAP by an employee will not be used by the Town for any purpose related to such employee's job status, compensation level, future promotions, or continued employment by the Town. On the other hand, this policy does not replace existing management policy, disciplinary procedures, job standards, prohibited conduct, or excuse job requirements or job performance (except as otherwise required by law), or contractual agreement regarding expectations of job performance. For detailed information on the EAP, please consult the bulletin board in the Town Hall.

(This form is for the employee's records.)

Acknowledgement of Receipt and Understanding

I understand and/or agree that:

- The statements contained in the Town of Hampstead Personnel Policy (the Personnel Policy”) are intended to serve as general information concerning the Town of Hampstead (the “Town”) and its existing policies, procedures, practices of employment and employee benefits.
- Nothing contained in the Personnel Policy is intended to create (nor shall be construed as creating) a contract of employment (express or implied) or guarantee employment for a definite or indefinite term. I understand that my employment with the Town is voluntarily entered into, and I am free to resign at will at any time, with or without reason. Similarly, the Town may terminate its employment relationship with me at will at any time, with or without notice, at any time and for any or no reason or cause, so long as there is no violation of applicable federal or state law.

- From time to time the Town may need to clarify, amend and/or supplement the information contained in the Personnel Policy and the Town will inform me of the changes. I understand that the revised information supersedes and modifies eliminates the Town's Personnel Policy effective January 26, 2015 and that Policy has been rescinded.
- I have received a copy of the Personnel Policy, have read and understand the information outlined in the Personnel Policy, and have asked any questions I may have concerning its contents. I understand that it is my responsibility to comply with this Personnel Policy and any revisions made to it.

Employee's Name Printed _____

Location/Department _____

Employee's Signature _____

Date Signed _____

Authorized Witness _____

HISTORY OF PERSONNEL POLICY

Personnel Policy originally adopted – December 12, 1983, November 26, 1990, and December 13, 1993
Paid Call Rules for Fire Dept. – added June 26, 1995
NH Retirement Buy Back – added November 27, 1995
Matrix – amended April 9, 1996
Travel Reimbursement – added February 24, 1997;
Holiday pay for part-time – added May 12, 1997;
Bereavement changed – July 28, 1997
Personnel Policy – revised and amended September 1999
Personnel Policy – revised and amended October 25, 1999
Dental Insurance – added for part-time September 11, 2000
Personnel Policy – revised and amended, June 10, 2002
Health Insurance Buyback- adopted February 24, 2003
Overtime Rules – revised and amended, December 13, 2004
Pay plan adopted, December 13, 2004 (Effective July 1, 2004)
Holiday Overtime pay, amended, December 13, 2004
Shift Differential added – effective March 1, 2005 (adopted April 25, 2005)
Code of Ethics revised and adopted – March 8, 2005

Donated Sick/Vacation Time Policy – adopted March 10, 2008
Pay Plan amended – August 25, 2008
Cellular Phone Policy added – March 9, 2009
Categories of Employees amended - May 27, 2009
Equipment and Facilities amended – July 13, 2009
Pay Plan amended – June 30, 2010
Paid Time Off adopted; replaces Sick/Personal Time and Vacation Time policies – January 1, 2011
Amend effective date for COLA – February 14, 2011
Shift Swapping – March 28, 2011
Record time in and out as well as PTO – October 10, 2011
COBRA and FMLA updated – January 26, 2015
PTO for P/T employees and clarification of Catastrophic Funds added– January 26, 2015
Sexual Harassment amended – January 26, 2015
Categories of Employees – Fire Department added – May 27, 2015
Health insurance names changed for plans and PTO carryover changed – July 11, 2016
Health Insurance stipend changed - September 12, 2016
COLA calculation changed – 5-year average – October 10, 2016
Clarification concerning the day after Thanksgiving – November 14, 2016
Name change for insurance plans - 1/1/2017
Added “Acknowledgement and History of Personnel Policy” to the body of the Personnel Policy – March 27, 2017
Per Diem firefighters time and a half on certain holidays added – October 22, 2018
COLA calculation changed - as reported by SSA - June 10, 2019
Clarification of anniversary date and W&S study changes – October 28, 2019
Length of service defined – February 24, 2020
Added Juneteenth and Columbus Day (no longer a floater) as a paid holidays – June 28, 2021
Clarification of holidays and p/t employees – July 12, 2021
New wage matrix eff. 1/1/22: added grade 17 and extended matrix out by approx. 12%– September 13, 2021
PTO buyout policy added and COLA changed to a definitive percentage – October 13, 2021
Clarify how PTO is earned – October 25th, 2021
Mileage reimbursement rate set to IRS rate effective 1-1-22 – December 27, 2021
Delayed opening due to weather to follow school’s schedule – December 27, 2021
Increase in PTO for P/T employees effective 1/1/2022 – April 25, 2022
Flextime defined and effective 6/1/2022 – May 23, 2022
COLA calculation changed, 5- year rolling SSA average with a min/max range– April 10, 2023
Flextime redefined – August 27, 2023

Date: _____

(This form must be signed, dated, witnessed, and detached and submitted to the Office of the Board of Selectmen. A copy of this form will be put in the employee's personnel file.)

Acknowledgement of Receipt and Understanding

I understand and/or agree that:

- The statements contained in the Town of Hampstead Personnel Policy (the "Personnel Policy") are intended to serve as general information concerning the Town of Hampstead (the "Town") and its existing policies, procedures, practices of employment and employee benefits.
- Nothing contained in the Personnel Policy is intended to create (nor shall be construed as creating) a contract of employment (express or implied) or guarantee employment for a definite or indefinite term. I understand that my employment with the Town is voluntarily entered into, and I am free to resign at will at any time, with or without reason. Similarly, the Town may terminate its employment relationship with me at will at any time, with or without notice, at any time and for any or no reason or cause, so long as there is no violation of applicable federal or state law.
- From time to time the Town may need to clarify, amend and/or supplement the information contained in the Personnel Policy and the Town will inform me of the changes. I understand that the revised information supersedes and modifies the Town's Personnel Policy effective January 25, 2015 and that Policy has been rescinded.
- I have received a copy of the Personnel Policy, have read and understand the information outlined in the Personnel Policy, and have asked any questions I may have concerning its contents. I understand that it is my responsibility to comply with this Personnel Policy and any revisions made to it.

Employee's Name Printed _____

Location/Department _____

Employee's Signature _____

Date Signed _____

Authorized Witness _____

