

# PERSONNEL POLICIES AND PROCEDURES

## TOWN OF ATKINSON, NEW HAMPSHIRE

UPDATED JANUARY 28, 2019

**Please note: These Town of Atkinson, New Hampshire Personnel Policies will be reviewed on an annual basis and modified if necessary to maintain consistency with current business practices. In addition, they may change with or without prior notice to staff at any time. However, the Town of Atkinson will make a reasonable effort to seek input from staff prior to any changes.**

### Town of Atkinson Personnel Policies and Procedures Manual

<b>1. Purpose</b> .....	3
<b>2. Administration</b> .....	1
Existing Conditions.....	1
Separability.....	1
Non-Discrimination.....	1
<b>3. Definitions</b> .....	1
3.1 Anniversary Date.....	1

3.2	Appointing Authority.....	1
3.3	Demotion / Promotion.....	1
3.4	Employee.....	1
3.5	Fair Labor Standards Act (FLSA).....	2
3.6	Grievance.....	2
3.7	Regular Salary / Compensation.....	2
<b>4.</b>	<b>Personnel Records.....</b>	<b>2</b>
<b>5.</b>	<b>Classes of Employees.....</b>	<b>2</b>
	Exempt Employee.....	2
	Non Exempt Employee.....	2
	Probationary Employee.....	2
	Full Time Employee.....	2
	Part Time Employee.....	3
	Seasonal Employee.....	3
<b>6.</b>	<b>Hiring, Promotion, Transfer, Layoff and Recall.....</b>	<b>3</b>
	Equal Opportunity.....	3
	Employment Selection.....	3
	Probation.....	3
	Transfer Between Departments.....	3
	Layoffs 3	
	Recall 4	
	Reinstated Employees.....	4
	Administrative Salary Adjustments.....	4
<b>7.</b>	<b>Working Conditions.....</b>	<b>4</b>
7.1	Working Hours.....	4
7.1.1	Pay Periods.....	4
7.1.2	Payroll Deductions.....	4
7.1.3	Reimbursable Expenses.....	4
7.1.4	Breaks and Meal Periods.....	4
7.2	Overtime.....	6
7.3	Holidays.....	6
7.4	Leave.....	6
7.4.1	Sick Leave.....	6
7.4.2	Personal Days.....	7
7.4.3	Injury Leave.....	7
7.4.4	Temporary Alternative Duty.....	7
7.4.5	Emergency Leave.....	8
7.4.6	Jury Duty.....	8
7.4.7	Military Leave.....	8
7.4.8	Other Leaves of Absence.....	10
7.4.9	Family Medical Leave Act.....	10
7.4.10	Crime Victim Leave Act.....	10
7.4.11	Maternity Leave.....	10
7.4.12	Leave of Absence for Victims of Crime.....	10
7.5	Special or Protective Clothing.....	15
7.6	Vacation.....	16
7.6.1	Vacation Scheduling.....	17
7.7	Training & Education.....	17
7.7.1	Requirement to Take Training.....	17
7.7.2	Education Reimbursement.....	17
7.8	Travel.....	17
7.8.1	Mileage.....	17
7.8.2	Conferences.....	18
7.8.3	Trip Reports.....	18
7.9	Elected Office Conflicts.....	18
7.10	Electronic and Telephonic Communications Policy.....	18

7.11	Sexual Harassment Policy.....	18
7.12	American With Disabilities Act.....	18
7.13	Children in the Workplace.....	18
<b>8.</b>	<b>Discipline and Dismissal for Cause.....</b>	<b>18</b>
8.1	Discipline.....	20
8.2	Conduct.....	21
8.3	Suspension.....	21
8.4	Dismissal / Termination.....	21
8.5	Cause for Immediate Removal.....	21
<b>9.</b>	<b>Grievance and Appeal.....</b>	<b>21</b>
9.1	Step One – Department head review.....	22
9.2	Step Two – Town Administrator Review.....	22
9.3	Step Three – BoS Review.....	22
<b>10.</b>	<b>Wages and Benefits.....</b>	<b>22</b>
10.1	Benefits for Part time Employees.....	22
10.2	Retirement Plan.....	22
10.3	Insurance.....	22
10.3.1	Health Insurance.....	22
10.3.2	Workers Compensation.....	23
10.3.3	AD&D Insurance.....	23
10.4	Pay Plan.....	23
10.4.1	Call Back.....	23
10.4.2	Shift Differential.....	23
10.4.3	Longevity Increase.....	23
10.5	COBRA.....	23
10.6	Unemployment Insurance.....	23
10.7	Social Security.....	23
10.8	Health and Safety Program.....	23
10.9	Safety Committee.....	23
10.10	Smoking Policy.....	23

**ADDENDA:**

- Information Technology Policies and Procedures, January 1, 2010
- Atkinson Community Television Policies and Guidelines September 10, 2010
- Conflict of Interest ordinance, ammended March 8, 2011

## **1. Purpose \***

The personnel rules and regulations provide for the appointment, promotion, training, transfer, layoff, discipline, removal, compensation and conditions of employment for employees of the Town of Atkinson. These rules shall apply to all employees for whom wages, hours and conditions of employment are not provided in the collective bargaining agreement or individual employment contracts. When an individual employment contract or collective bargaining agreement exists, no part of these rules and regulations shall apply to employees covered by the agreement unless specifically and explicitly provided for in the agreement. Contract Employees and Elected Officials will be included in this manual, were contractual provisions provided by individual employment contracts do not apply.

The provisions and benefits of this chapter are deemed to be exclusive and no employment agreement of any kind shall be binding or valid unless adopted by the Board of Selectmen.

## **2. Administration**

### **Existing Conditions**

It is the intention of these rules that any person employed on the date the rules become effective will not lose any benefit to which he or she was entitled on that date. Any person receiving such a benefit must inform the Board of Selectmen of that fact within 60 days of the effective date of these rules. The employee and the Board of Selectmen will write out the terms of those benefits, which will then continue in effect until a change in the employee's status justifies discontinuing the benefits. Benefits of this kind are to a specific individual and not to a position.

### **Separability**

The sections and parts of these rules and regulations are separable. If any portion of them is held to be invalid, the remainder will continue in effect.

### **Non-Discrimination**

The Town of Atkinson shall apply all rules and regulations and carry out all dealings with its personnel without discrimination to age, marital status, race, color, creed, national origin, sex, political affiliation, or mental or physical disability. All employees are expected to act and comport themselves in like manner with respect to non-discrimination.

## **3. Definitions**

### **3.1 Anniversary Date**

The anniversary date of an employee is the first full day of the employee's current employment by the Town and is used to calculate length of service. The date will normally be adjusted to correct for unpaid leaves of absence, broken services, or with the consent of the employee, for other good cause.

### **3.2 Appointing Authority**

The appointing authority is the person, or body having the authority to hire and /or terminate employment of persons. Unless otherwise provided in the personnel rules and regulations, the Board of Selectmen is the appointing authority for all employees.

### **3.3 Demotion / Promotion**

Demotion / promotion means a change in the employment status of an employee from a position in one class to a position in another class having a lower or higher maximum salary rate, respectively.

### **3.4 Employee**

An employee is any person compensated for his or her services by the Town of Atkinson (as contrasted to a vendor whose firm supplies such services).

### **3.5 Fair Labor Standards Act (FLSA)**

The Fair Labor Standards Act is Federal legislation found in Title 29, United States Code, Chapters 8 and 9 and amplified by appropriate state law which deals with minimum wages and overtime payments made to employees.

### **3.6 Grievance**

A grievance is a charge that personnel rules and regulations have been violated, incorrectly interpreted or incorrectly applied.

### **3.7 Regular Salary / Compensation**

Regular salary or compensation is the amount any employee would earn in a normal workweek exclusive of overtime or other premium pay.

## **4. Personnel Records \***

Official personnel records will be kept in the office of the **Bookkeeper** or some other location the Board of Selectmen may designate. The official record will include such items as employments application, personnel transactions, (when completed), evaluations, disciplinary records and the like. Departments may retain copies of necessary documents in their offices. The official personnel record and all copies of their contents are restricted to the Board of Selectmen, Town Administrator, department head, supervisor and the employee unless the employee approves its disclosure (in writing) to other persons. It shall be a requirement to have a member of the Board of Selectmen or their designee present during the review.

## **5. Classes of Employees**

### **Exempt Employee**

An exempt employee is a salaried employee who is exempt from the provisions of the Fair Labor Standards Act. Such an employee is retained in a managerial or professional capacity and works such hours and at such times and at such locations as is required to fulfill the duties of the position.

### **Non Exempt Employee**

Non-exempt employees are all Town employees who are not designated as exempt from the Fair Labor Standards Act.

### **Probationary Employee \***

Newly hired and promoted employees will serve on probation for twelve months to evaluate their suitability for service in their new position. The person appointing the newly hired or promoted employee will evaluate that person every three months in the new position. The purpose of this probation evaluation is to determine whether the appointee is performing satisfactorily and, if not, what steps must be taken to achieve satisfactory performance. NOTE: There is a 3 Month wait to accumulate Sick and Personal Time.

Any time during the probationary period, a newly hired person can be dismissed if it becomes apparent that he or she is not suitable for that position. The terminated employee will be given a written statement regarding the reasons for dismissal and an opportunity to discuss the matter with the immediate supervisor and/or Board of Selectmen. This is no right to appeal.

An employee who has been promoted but has shown during the probationary period to not be suitable in the new position may return to their former position should the vacancy still exist. A promoted employee will receive the same evaluation as a newly hired person. There will be no appeal from a decision to return a promoted employee to their former position during the probationary period.

### **Full Time Employee**

A full time employee is an employee who works forty (40) or more hours per week and who is retained with the expectation that employment is for more than one (1) year.

**Part Time Employee \***

A part time employee is one who works less than thirty-five hours (35) per week and who is retained with the expectation that employment is for one year (1) or more.

**Seasonal Employee**

A seasonal employee is one who is retained to work either on a full time or part time basis but for a period of time less than one (1) year. Temporary or seasonal employees may be continued in their temporary or seasonal appointment from year to year or employment period to employment period.

**6. Hiring, Promotion, Transfer, Layoff and Recall****Equal Opportunity**

Employees shall be selected and promoted without discrimination to sex, age, race, color, national origin, creed, religion, political affiliations, or handicap from the best-qualified persons applying for employment.

**Employment Selection**

There will be a search for qualified candidates for open positions. The search will vary from position to position and will include in-house posting (Town Hall, department location, public access TV), outside advertising, contact with state and other employment offices, and contact with special sources of information as appropriate for the particular case. At a minimum all positions will be advertised for two (2) days in two (2) papers.

**Probation\***

Newly hired and promoted employees will serve on probation for twelve months to evaluate their suitability for service in their new position. The department head or person appointing the newly hired or promoted employee will evaluate that person at the end of the third, six, and ninth months in the new position. The purpose of this probation evaluation is to determine whether the appointee is performing satisfactorily and, if not, what steps must be taken to achieve satisfactory performance. All reviews shall be forwarded to the Board of Selectmen. Note: 3 month wait period to accumulate sick and personal time.

Any time during the probationary period, a newly hired person can be dismissed if it becomes apparent that he or she is not suitable for that position. The terminated employee will be given a written statement regarding the reasons for dismissal and an opportunity to discuss the matter with the immediate supervisor and/or Board of Selectmen. This is no right to appeal.

An employee who has been promoted but has shown during the probationary period to not be suitable in the new position may return to their former position, if there exists a vacancy, at the discretion of the Board of Selectmen. A promoted employee will receive the same evaluation as a newly hired person. There will be no appeal from any decision with respect to suitability.

**Transfer Between Departments**

If the employee possesses the qualifications to fill a vacant position and wishes to transfer from his/her present department, he/she will notify the affected department heads. The BoS shall approve all transfers.

**Layoffs**

An employee may be laid off by reason of a shortage of work, funding, reduction in force, elimination of position, department reorganization, or other material changes in the organization. No employee shall be laid off while another person in the same class in the same department is employed on a probationary or temporary basis. Layoff of employees will be made in the inverse order of employment in the class and department involved. An employee to be laid off will be given written notice of the layoff and reasons for such layoff 30 days before the effective date of the action.

## **Recall**

An employee shall be recalled from lay-off in the inverse order of lay-off by classification and department involved unless the department head, with concurrence of the Board of Selectmen, deems that special job skills are required for the efficiency and effectiveness of the department. A laid-off employee shall be eligible for recall if the recall notice is issued within twelve (12) months from the date of lay-off and the employee continues to meet the qualification requirements of the classification.

Failure by an employee to report to work in accordance with the provisions of a recall notice shall result in loss of all rights of recall. A written recall notice will be provided to employees who are eligible for recall and shall be sent to the last address provided by the employee. The employee must notify the department head in writing within five (5) days after receiving the notice of recall of his/her intention to return to work. Failure by the employee to fulfill this obligation shall constitute a decision not to accept the recall. It shall be the obligation of the employee to immediately notify the department head in writing of any changes in mailing address during the twelve (12) month period following lay-off.

## **Reinstated Employees**

A reinstated employee will be paid at a salary rate within the approved range for the position to which reinstated. The Board of Selectmen shall establish the rate of pay.

## **Administrative Salary Adjustments \***

After an employee has completed his/her probationary period, the department head or other supervisor shall review the employee's salary annually for the purpose of determining which employees shall receive salary increases. Tardiness, performance and length of service records shall be considered in making recommendations with major emphasis placed on the annual performance appraisal. After the above analysis by the department head, or other supervisor, a completed performance appraisal approved by the Town Administrator, shall entitle the employee to concurrent approval by the Board of Selectmen.

## **7. Working Conditions**

The provisions concerning working hours, overtime, and sick leave apply to non-exempt employees only.

### **7.1 Working Hours \***

Normal working hours are established by Department Heads with approval of the Board of Selectmen. The Town Hall is open from 0800-1600 hours daily (M-F), or established by the Board of Selectmen. Hours are normally those, which best accommodate the needs of the public. The normal workday is either 7 or 8 hours per/day for full-time employees (depending on whether the position is 36 or 40 hours per week).

#### **7.1.1 Pay Periods \***

Full-Time and Part-Time town employees are paid on a weekly basis and part-time Police Officers on a bi-weekly basis. Part-time paid call firefighters, Town inspectors and Selectmen are paid monthly. The Town Treasurer and Assistant are paid quarterly. Payday is on Tuesdays for all hours worked during the preceding pay period. Please review your paycheck for errors. If you find a mistake, report it to the Town Office immediately. Paychecks will be distributed by Department Heads.

#### **7.1.2 Payroll Deductions**

##### **A. Payroll Deductions for All Employees**

There are two categories of payroll deductions, those required by state or federal law and those authorized by the employee. Payroll deductions required by state and federal law include federal withholding, income tax, social security tax, and wage garnishments as required by law (i.e. child support payments, court-ordered payments, IRS garnishments. If authorized by an eligible employee, the Town will also make payroll deductions for health insurance, savings plans, and contributions to New Hampshire Retirement System. These deductions will be itemized on your check stub.

Under New Hampshire law, the Town may not withhold, make use of any portion of, or require any

employee to remit any portion of an employee's wages except, with appropriate authorization, as follows: union dues; health, welfare pension, and apprenticeship fund contributions; medical, surgical, hospital and other group insurance benefits without financial advantage to the employer; voluntary contributions to charities; housing and utilities; payments into savings funds held by someone other than the employer; voluntary payments for the recovery of tuition for non-required education costs; voluntary rental fees for non-required clothing; voluntary cleaning of uniforms and non-required clothing; voluntary contributions into cafeteria plans or flexible benefit plans, or both, as authorized by section 125 or section 132 of the Internal Revenue Code; and voluntary payments by the employee for the following: child care fees by a licensed child care provider; parking fees; pharmaceutical items, gift shop, and cafeteria items purchased on the site of a hospital by hospital employees; fees for the employee's use of a qualifying fitness facility; contributions to a political action committee; installment payments of loans made by the employer to the employee; voluntary repayment of accidental overpayments made to the employee; repayment of unearned advances on vacation or other paid time off where supported by appropriate documentation; required clothing not considered to be uniforms; and the use of a demonstrator vehicle as defined in RSA 261:111.

#### **B. Payroll Deductions for Salaried Exempt Employees**

The Town complies with all federal and state laws with regard to deductions from paychecks, including deductions from the salaries of exempt employees. In accordance with the laws, salaried exempt employees receive a predetermined salary which is not subject to reduction because of variations in the quality or quantity of work performed and is not subject to reduction for absences requested by the Town or due to the operating requirements of the Town. The Town recognizes that under federal and state law there are only limited times when a salaried employee's salary can be subject to deductions. [Note: RSA 275:43-b now allows an exempt employee's final paycheck to be prorated in the case of a termination for cause.]

The Town prohibits deductions from salaries that are inconsistent with the status of an exempt employee. Exempt employees should note that salaries are subject to modification from time to time, such as at evaluation time, when an employee's position or responsibilities change, and at other appropriate times. Exempt employees should also note that it is permissible for an employer to apply vacation, sick, personal and other forms of paid time off to partial or full-day absences for personal reasons, sickness, or disability, and that applying paid time is not considered a deduction from salary.

#### **C. Questions Regarding Paychecks and Deductions**

If you have any questions or concerns about your paycheck or any deductions from your pay, please contact the Town Office as soon as possible. If you do not receive a prompt response or are dissatisfied in any way with the response you receive, you should feel free to contact the Town Administrator.

Questions and concerns regarding pay and deductions will be investigated and addressed corrected check or a check reimbursing the employee for the error, whichever is more practicable under the circumstances.

Employees should feel free to communicate any questions or concerns regarding pay or deductions. The Town will not tolerate retaliation against employees who have expressed concerns using this procedure.

#### **7.1.3 Reimbursable Expenses**

With prior approval by Supervisor, legitimate expenses will be reimbursed by the Town to the employee. The employee must submit receipts in order to be reimbursed. Repayment will be on a separate check. See the Town Administrator with any questions as to whether and what expenses may be reimbursed.

#### **7.1.4 Breaks and Meal Periods \***

Generally, all Town employees will be provided with a thirty (30) minute meal period/break (*unpaid*) after five consecutive hours of working, unless it is feasible to eat while working and the employee is permitted to do so. Fire protection and law enforcement personnel will receive meal breaks as established by their respective Departments. One or two paid break periods of fifteen (15) minutes will be granted during the work day if possible, but these breaks are not guaranteed.

**7.2 Overtime \***

Overtime will be paid to employees not exempt from the FLSA at the overtime rate of one and a half times the adjusted base rate of pay for time worked in excess of forty hours (40) per week. Overtime is only authorized through a Department Head.

At the discretion of the Department Head, compensatory time off may be granted rather than overtime pay. If an employee works more than forty hours (40) in a week, compensatory time off not taken during the same pay period accumulates at one and one-half times (1 ½) the time actually worked. Compensatory time off only applies to time to be taken in the pay period after the period when the overtime is worked. The FLSA has detailed rules regarding granting and accumulating compensatory time, which must be fully understood by the employee and department head before being granted. In case of a conflict between these rules and the FLSA, the FLSA shall be followed.

Personal days and floating holidays will be taken within the same year earned.

When and if, a department routinely has overtime work, the opportunity to work overtime will be offered equally among all qualified employees of that department. Each department will develop detailed procedures for implementing such a process. The Board of Selectmen must approve all department procedures. Where and if used, a list of all employees eligible for such overtime will be posted showing the overtime offered and the overtime worked for each eligible department employee. All Overtime requests require Department Head Authorization.

**7.3 Holidays**

The Town of Atkinson observes the following 12 days as paid holidays for full-time employees, except those covered by a Collective Bargaining Agreement and Library employees.

- |                               |  |
|-------------------------------|--|
| <b>New Year’s Day</b>         | <b>Columbus Day</b>                            |
| <b>Martin Luther King Day</b> | <b>Veterans Day</b>                            |
| <b>Presidents Day</b>         | <b>Thanksgiving Day &amp; Following Friday</b> |
| <b>Memorial Day</b>           | <b>Christmas Day</b>                           |
| <b>Independence Day</b>       | <b>Floating Holiday*</b>                       |
| <b>Labor Day</b>              |  |

\* Individual employees choose their floating holiday with prior approval of the Town Administrator.

When a holiday falls on a Sunday the following Monday shall be observed as the holiday. When a Holiday falls on a Saturday the preceding Friday shall be observed as a holiday. Any employee required to work on the holiday shall receive time and one-half.

**7.4 Leave**

All employees are required to notify the Town Administrator in writing, ten (10) days in advance without extenuating circumstances, of any vacation or leave that will have the employee absent for five (5) or more days. All employees will give at least one (1) day’s notice for anything less than five (5) days leave. All employees making notification will submit their contact information or where they can be reached, as well as the person responsible in their absence.

**7.4.1 Sick Leave \***

Sick leave is granted by the Town to provide full-time employees with the ability to take time off to recover from illness without suffering a loss of pay. Sick leave is granted at 5 days per year credited at the beginning of the calendar year. Sick leave may be accumulated for a period of up to thirty (30) days. *NOTE:* Prior to using “Banked Time”, the current annual accrual must be used. The request to use “Banked Time” will be accompanied by a Doctor’s note requesting the use the “bank.”

Sick leave may be taken as whole days or in hourly increments. It may be used for bonafide doctor’s appointments or to care for a spouse or child who is ill. To receive compensation while absent on

sick leave the employee shall notify his/her department head no later than one hour after the time set for the beginning of his/her daily duties. At the discretion of the department head a doctor's certificate may be required for absence due to illness in excess of three (3) days.

#### **7.4.2 Personal Days \***

Each full-time employee is allotted five personal days per year. Prior to using a personal day(s) the employee is required to have such leave approved by the department head. Personal days do not accumulate beyond the calendar year. Any employee who does not use his/her personal days will receive 50% reimbursement of the unused time, which shall be added to the last payroll of the calendar year. NOTE: in order to receive unused time (cash out) a written request is needed before 12/31.

#### **7.4.3 Injury Leave**

Any employee who is unable to perform his or her duties as a result of a work connected injury or illness as defined by RSA 281:2 .

After an employee has been on Worker's Compensation benefits for ninety (90) days, the appropriate department head will order a complete physical and/or mental examination of said employee by a registered physician to establish if the injury permanently incapacitates the employee. If permanently unable to return to the previous position, the Town may attempt to find other employment within the Town for which the employee is qualified. Otherwise application will be made for retirement under the provisions of whichever retirement plan would apply. The commencement of payments under the New Hampshire Retirement Law shall end the Town's obligation on payment of annual and/or accumulated sick leave, and/or Worker's Compensation payments.

There will be a free exchange of medical data and reports during the period of incapacity and while such determinations are being made, and to facilitate such exchange, an incapacitated employee shall execute medical authorization directing his/her physician to release reports concerning the medical status of the employee. Copies of medical reports shall be made available to the employee.

Employees eligible for Worker's Compensation benefits but able to perform work other than their regular duties (i.e., light duty) will be assigned such other duties wherever possible. While temporarily assigned to other work for this reason, the employee will be compensated at their regular rate of pay.

Light duty assignments will normally be made for specific periods of time and for a maximum period of three (3) months. An extension to the time limit may be made in thirty (30) day increments when the Board of Selectmen determine that it is in the best interest of the Town.

#### **7.4.4 Temporary Alternative Duty**

In compliance with RSA 281-A:23-b, the Town of Atkinson will provide temporary alternative/transitional work opportunities to all employees temporarily disabled by a work-related injury or illness.

##### **I. Purpose**

The Town of Atkinson adopts the principle that it is important to provide meaningful work during the time of healing and strengthening following a work-related illness or injury; to retain the knowledge and expertise of the employee and maintain the dignity and respect of the employee associated with their respective positions.

Temporary Alternative/Transitional Duty is meant to be temporary and transitional in nature to return the employee back to full duty. This program will last as long as the employee continues to transition back to the position at full duty, but not longer than 18 months. Once the transition stops, the department head, or his/her designee, will reevaluate the temporary/transitional program the employee is participating in.

This program is not intended to address those situations in which an employee has been deemed to be permanently disabled and unable to resume their previous position.

## **II. Procedure**

- a. The injured employee shall have the treating physician complete the NH Workers' Compensation Medical Form (75 WCA-1), based on the findings during the initial examination. Upon completion, the injured employee will be responsible for returning the form to his/her department head/designee.
- b. The department head/designee will work with the employee to facilitate a safe return to work program with limitations listed by the treating physician. If a job description, essential task analysis is needed for the treating physician to determine limitations, the employee will notify the department head/designee. The department head/designee shall be responsible for providing that job description essential task analysis to the treating physician. If necessary, the department head/designee may contact the treating physician if additional information is needed regarding the employee's limitations.
- c. The employee will be responsible for obtaining an updated medical form completed by the treating physician following every medical appointment, but in no longer intervals than thirty days, and returning the form to his/her department head/designee.
- d. Additional modifications will be made to the temporary/transitional alternate duty program as necessitated by the treating physician's NH Workers Comp Medical Form. The department head/designee will be responsible for reviewing the appropriateness of continuing the program or duty assignments as necessary.
- e. Steps A through D may be repeated until such time as the employee is able to return to his/her normal position or has been deemed to be permanently disabled.

## **III. Appeals \***

Any grievance, which claims a violation to this policy, may be filed in accordance with the established grievance procedures or by union contract.

The provisions of this policy are intended to comply with RSA 281-A:23-b, Alternative Work Opportunities as adopted into law on February 8, 1994, and LAB 504.04. To the extent that this policy is ambiguous or contradicts the RSA or DOL regulations, the language of the RSA or DOL regulations will prevail.

### **7.4.5 Emergency Leave**

Three days leave with pay may be granted by the Board of Selectmen for emergency purposes which include critical illness or death in the immediate family, subpoena to appear before a court, public body or commission, and other appropriate situations. Emergency leave supplements sick and annual leaves.

For the purpose of this section, immediate family is spouse and children of the employee, children of the spouse, grandparents, parents and siblings of either the employee or the employee's spouse.

### **7.4.6 Jury Duty**

If called to jury duty the Town will pay the difference between the employee's regular rate and the amount paid by the courts. Such payments will be made upon verification of court payment.

### **7.4.7 Military Leave**

The policy of the Town of Atkinson is to comply with all applicable laws that afford rights and protections to employees serving with the Uniformed Services of the United States Armed Forces, United States Armed Forces Reserves or the National Guards of any State of the United States of America.

For the purposes of this policy, military duty shall mean any full-time military training duty or full-time military active duty or any other full-time military duty with any of the Uniformed Services of the Armed Forces of the United States that prevents or limits the employee's performance of the duties of his employment with the Town.

There are two kinds of military duty for which a leave of absence may be granted:

- 1) Voluntary Duty
- 2) Involuntary Duty (including summer encampment and annual training)

A request for a leave of absence for military duty must be made in writing to the Head of the employee's department, with a copy given to the employee's immediate supervisor and to the Board of Selectmen. As much notice should be given as is possible prior to the employee's military report date, but no less than thirty (30) calendar days, except for good cause shown.

A leave of absence for military duty will not count against vacation leave. Sick and vacation leave will continue to accumulate during a leave of absence for military duty.

**Voluntary Military Duty:**

Any full-time employee who volunteers for military duty shall be entitled to a leave of absence for the duration of such voluntary duty. This leave of absence shall be without pay, and the employee's benefits, other than medical insurance, will not continue beyond the end of the month in which the leave of absence begins. The employee may elect to continue his medical/health insurance for himself and his dependents for a period not to exceed 24 months while performing military duty. To continue his medical/health insurance, the employee must make satisfactory arrangements to pay the insurance premiums to the Town.

Upon the employee's return from military duty, the employee may be eligible for reinstatement as provided in the Uniformed Services Employment and Reemployment Rights Act and any other applicable federal or state laws.

The employee shall provide to the Town, upon request, suitable documents verifying the extent and duration of the military duty for which a leave of absence is being sought or for which one has been granted. Such documents may be, at the discretion of the Town, signed affidavits by the employee, copies of orders, and/or affidavits or other suitable written assurances from the employee's military unit and/or commanding officer.

If the employee so desires, he may use accrued vacation time for military service, instead of a leave of absence.

**Involuntary Military Duty:**

Any full-time employee who is a member of any branch of the United States Military Reserve or of any National Guard of any State of the United States who is ordered to report involuntarily for military duty shall be entitled to a leave of absence during which the Town may continue to provide monetary compensation and benefits to the employee.

For the purposes of this policy, "ordered to report involuntarily" shall mean that the employee has received military orders to report for military duty, the employee is offered no option to refuse the duty ordered, and the employee had no role in his being chosen for the ordered duty.

The employee shall provide to the Town, upon request, suitable documents verifying the extent, duration, and involuntary nature of the military duty for which a leave of absence is being sought or for which one has been granted. Such documents may be, at the discretion of the Town, signed affidavits by the employee, copies of orders, and/or affidavits or other suitable written assurances from the employee's military unit and/or commanding officer.

If the employee so desires, he may use accrued vacation time for military service, instead of a leave of absence.

Upon the employee's return from military duty, the employee may be eligible for reinstatement as provided in the Uniformed Services Employment and Reemployment Rights Act and any other applicable federal or state laws.

During the employee's leave of absence for military duty or for a period of eighteen (18) months, whichever is shorter, it will be the Town's intent to Make Whole the employee for loss, if any, of income, resulting from the employee's compensation from the military being less than the employee's base income from the Town.

For each military pay period during this Make Whole period, the employee may submit to the Town's bookkeeper his Leave and Earnings Statement (LES) for that pay period. The bookkeeper shall compute an Adjusted Gross Military Pay for that pay period, as described below. If the Adjusted Gross Military Pay is less than the Gross Base Pay the employee normally receives from his employment with the Town, the Town will pay to the employee or his designee the Difference between the Adjusted Gross Military Pay and the employee's Gross Base Pay. Mandatory deductions for income taxes, FICA, Medicare, etc., and any elective deductions requested by the employee will be deducted from the Difference amount prior to payment.

The employee's Adjusted Gross Military Pay for a military pay period shall be computed by subtracting the following pay and allowance categories from the total gross amount of all payments made by the military to the employee for that pay period, as shown on the employee's LES:

- Pay bonuses for Combat and/or Hazardous Duty;
- Pay bonuses for assignment to a particular Theatre of Operations;
- Expense allowances if and to the extent actually used for incurred expenses.

The employee shall provide to the Town, upon request, suitable documents verifying actual expenses incurred. Such documents may be, at the discretion of the Town, signed affidavits by the employee, copies of receipts, or affidavits or other suitable assurances from the employee's military unit and/or commanding officer.

Direction to the Town to make payment to the employee's designee in lieu of payment directly to the employee must be in writing with notarized signature of the employee. Employee's choice of a designee shall be limited to one of the following: spouse, parent, full-blood-sibling, or adult offspring.

The employee may, if he so desires, elect to continue his participation in the Town medical/health insurance plan during the Make Whole period and beyond, to a maximum of 24 months, under the same conditions as during his regular employment. Once the Make Whole period has passed, the employee must make suitable arrangements to pay the medical/health insurance premiums to the Town.

The Town and employee shall follow USERRA with respect to military leave. Employees should consult the Town's full USERRA Policy (ATTACHMENT A).

#### **7.4.8 Other Leaves of Absence**

Other leaves of absence may be granted, with or without pay, by the Board of Selectmen when deemed to be in the best interests of the Town. Vacation and sick leave will not accrue during a leave of absence without pay and the employee shall be responsible for the full cost of any insurance premiums.

#### **7.4.9 Family Medical Leave Act**

Under the Family and Medical Leave Act ("FMLA"), eligible employees may take an unpaid leave of absence and be restored to the same or an equivalent position upon their return to work for any of the following reasons:

(1) The birth of the employee's child and to care for the newborn child (leave must be taken within twelve (12) months of the birth of the child);

(2) The placement of a child with the employee for adoption or foster care, and in order to care for the newly placed child (leave must be taken within twelve (12) months of the adoption or placement of the child);

(3) The serious health condition of a spouse, parent, minor child, or adult child when the adult child is incapable of self care and the employee is needed for such care ("covered family members");

(4) The employee's own serious health condition that renders the employee unable to perform his or her job;

(5) A "qualifying exigency" (as defined in the Department of Labor Regulations) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty or has been notified of an impending call or order to active duty in the United States Armed Forces in support of a contingency operation as a member of the National Guard or Reserves;

(6) The employee is a spouse, son, daughter, parent, or next of kin of a "covered service member" (as defined in the Department of Labor Regulations) who has a serious injury or illness and the employee is needed to care for such person.

**Eligibility Requirements:** To be eligible for FMLA leave, an employee must satisfy both of the following conditions:

- The employee must have worked for the Town for at least twelve (12) months, and must have performed at least 1,250 hours of work in twelve (12) months prior to a leave request; and
- At the time leave is requested, the employee must either: (a) work at a site where the Town employs fifty (50) or more employees or (b) work at a worksite where the Town employs less than fifty (50) employees if fifty (50) or more employees are employed within a seventy-five (75) mile radius of the worksite.

**Leave Entitlement:** If an employee takes FMLA leave for a reason stated in paragraphs (1)-(5), above, the employee is entitled to up to twelve (12) workweeks of unpaid leave during a twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins an FMLA leave. In other words, the number of weeks the employee has available upon the beginning of a FMLA leave will be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks"). For example, if an employee used four weeks beginning February 1, 2008, four weeks beginning June 1, 2008, and four weeks beginning December 1, 2008, the employee would not be entitled to any additional leave until February 1, 2009. Beginning on February 1, 2009, the employee would be entitled to four weeks of leave; on June 1, 2009, the employee would be entitled to four additional weeks; and so on.

If an employee takes FMLA leave for the reason stated in paragraph (6), above, the employee may take up to 26 weeks of unpaid FMLA leave within a single 12-month period. This 12-month period begins on the first day of leave.

An employee who takes FMLA leave for a reason stated in paragraph (6), above, will be limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period. The leave entitlement described in paragraph (6) above is to be applied on a per-covered-service member, per injury basis such that an eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered service members or to care

for the same service member with a subsequent serious illness of injury, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

**Tracking FMLA Leave:** When an eligible employee requests any leave of absence that qualifies under the FMLA, the Town has the right to designate such leave as FMLA leave. For example, if an eligible employee suffers a work related injury that qualifies as a serious health condition, the Town has the right to designate any time away from work as FMLA leave. In such circumstances, the Town will provide the employee with the same notifications as though the employee had specifically requested FMLA leave.

**Intermittent and Reduced Schedule Leave:** Under some circumstances, employees may take FMLA leaves of absences intermittently (in separate blocks of time due to a single FMLA qualifying reason) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday). Certification will be required to show that an intermittent or a reduced schedule leave is a medical necessity for leaves under paragraphs (3), (4), and (6), above. Other documentation or certification may be required to show that such an intermittent or a reduced schedule leave is necessary in the case of a leave of a “qualified exigency” under paragraph (5), above.

If FMLA leave is for birth and care, or placement for adoption or foster care, as described in paragraphs (1) and (2), above, use of intermittent leave is subject to the Town approval.

When an employee takes intermittent or reduced schedule leave, time spent working will not be counted against the employee’s FMLA entitlement.

Employees taking intermittent or reduced schedule leave will be paid for the time they work, and the leave time away from work will be unpaid unless the employee qualifies for workers’ compensation, short-term disability, or other benefits. If an employee is a salaried employee, the Town will adjust the employee’s salary based on the amount of time actually worked.

While an employee is on intermittent or reduced schedule FMLA leave, the Town may temporarily transfer the employee to an available alternate position that better accommodates the employee’s recurring leave and that has equivalent pay and benefits.

Employees who take intermittent leave for a planned medical treatment have an obligation to make a “reasonable effort” to schedule the treatment so as not to disrupt unduly the Town’s operations.

**Status Of Employee Benefits:** Employees are required to use any accrued, unused paid time off days during FMLA leave unless the FMLA leave is otherwise paid through workers’ compensation benefits, short-term disability benefits, or other benefits. The substitution of paid leave time for unpaid leave time does not extend the FMLA leave period. Also, the employee’s FMLA leave may run concurrently with other types of leave.

During an approved FMLA leave, the Town will maintain the employee’s health benefits under the same terms and conditions applicable to employees not on leave.

- If paid leave is substituted for unpaid FMLA leave, the Town will deduct the employee’s portion of the health plan premium as a regular payroll deduction.
- If an employee’s leave is unpaid, or is paid through workers’ compensation, short-term disability benefits, or other benefits not provided through the Town’s payroll system, the employee must pay his or her portion of the premium by making arrangements with the Town.
- Health and other benefit coverage may be canceled if the employee’s premium payment is more than (thirty) 30 days late.

If an employee elects not to return to work at the end of the leave, the employee will be required to reimburse the Town for the cost of the premiums paid by the Town for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or because of other circumstances beyond the employee's control. If the FMLA leave is for a condition that is covered under the Town's short or long term disability insurance, covered employees may apply for benefit coverage.

Benefit entitlements based on length of service will be preserved at the level earned as of the commencement of the leave, but will not accrue further during the leave period. For example, an employee on leave will not accrue additional sick/personal days.

**Requesting Leave:** Employees must complete the appropriate FMLA leave request forms. These forms are available from the Town Office. Form on file in Book Keepers Office.

If an employee's need for leave is foreseeable, such as for the birth of a child or planned medical treatment, you must give the Town (thirty) 30 days' prior written notice. In cases of planned medical treatment, please make efforts to schedule the treatment to avoid disrupting the Town's operations.

If the need for leave is not foreseeable, the employee must give notice to the Town as soon as practicable (generally, either the same day or the next business day of learning the employee's need for leave) and the employee must comply with the entire Town's policy manual regarding absences from work. Failure to provide such notice may be grounds for delaying the leave. If the employee is unable to notify the Town of his/her need for leave personally because of illness, the employee should ask someone else to call on his or her behalf.

**Medical Certifications:** If an employee is requesting leave because of the employee's serious health condition, a covered family member's serious health condition, or for the serious injury or illness of a covered service member, the employee must provide a medical certification from the appropriate health care provider. It is an employee's responsibility to provide a complete and sufficient certification. Please obtain a medical certification form from the Town Office for the health care provider to use. If possible, the employee should provide the medical certification before the leave begins. If that is not possible, the employee must provide the medical certification within fifteen (15) days of requesting leave. If the employee does not provide the required medical certification in a timely manner, the employee's leave may be delayed. If you do not provide the certification at all, the Town will not be able to determine whether you are eligible for FMLA leave and your leave will be denied. The Town reserves the right to authenticate or clarify any medical certification if necessary.

In the case of an employee's own serious health condition, or that of a family member's serious health condition, the Town, at its expense, may require an examination by a second health care provider designated by the Town. If the second health care provider's opinion conflicts with the original medical certification, the Town, at its expense, may require a third health care provider agreed upon by the employee and the Town to conduct an examination and provide a final and binding opinion.

The Town may also require subsequent medical recertification. Failure to provide requested recertification's within fifteen (15) days may result in delay of further leave.

**Certifications for a Qualifying Exigency:** Employees who request a leave for a "qualifying exigency" arising from an immediate family member's call to active duty or impending call or order to active duty will be required to provide a copy of the family member's active duty orders or other documentation issued by the military indicating the member is on active duty or call to active duty status in support of a contingency operation. Other documentation certifying the exigency necessitating the leave will also be required.

**Confirmation of Familial Relationship:** Employees requesting a leave of absence based on a familial relationship (e.g. leaves under paragraphs (3), (5) and (6)), may be required to provide

reasonable documentation or statement of family relationship. This documentation may take many forms, including but not limited to a child's birth certificate, a court document, etc.

**Reporting While On Leave:** If an employee takes leave because of his or her own serious health condition, to care for a covered family member with a serious health condition, to care for a covered service member with a serious illness or injury, or for a qualifying exigency, the employee must contact the Town Office on a regular basis to provide updates about the status of the need for leave (e.g. the medical condition of the employee or the individual for whom the employee is caring, or other circumstances necessitating leave) and the employee's intention to return to work. In addition, the employee must give notice as soon as practicable (within two (2) business days if feasible) if the dates of leave change or are extended or initially were unknown.

**No Work While On Leave:** The taking of another job (including self-employment) while on FMLA leave or any other authorized leave may lead to disciplinary action, up to and including discharge.

**Returning To Work:** At the end of an authorized FMLA leave, the employee will be reinstated to his or her original position or an equivalent position. However, certain highly compensated employees or "key employees" may be denied restoration to their prior or equivalent position if keeping the job open for the employee would result in substantial economic injury to the Town. Key employees are those employees who are among the highest paid ten percent of employees within 75 miles of the worksite.

If an employee takes leave because of his or her own serious health condition, the employee will not be reinstated until the employee provides a fitness for duty certificate from his or her health care provider confirming that the employee is medically able to resume work and perform the essential functions of his or her job. The return-to-work medical certification forms are available from the Town Office. The Town reserves the right to clarify and authenticate such certification.

**Coordination With Maternity Leave:** As stated in our Maternity leave policy, the Town provides female employees with a leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth, and related medical conditions. If an employee is also eligible for FMLA leave, the employee's FMLA leave and Maternity Leave will run concurrently. Please refer to the Town's Maternity Leave policy for more information regarding Maternity Leave.

For purposes of coordinating FMLA and maternity leaves, maternity disability leave will be treated in the same manner as the FMLA leave of absence described in paragraph (4) above. Maternity disability leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work. If a maternity disability leave is for the number of available FMLA leave weeks or less, the employee may take additional FMLA leave pursuant to paragraph (1) or (2) after the end of the disability period, not to exceed the number of remaining available leave weeks and will be reinstated in accordance with this FMLA policy. If a maternity disability leave exceeds the number of available FMLA leave weeks, then reinstatement will be governed by the maternity leave policy.

**Coordination With Other Town Policies; Reference To FMLA And Federal Regulations:** In the event of any conflicts between this policy and other Town policies, the provisions of this policy will govern. The FMLA and the FMLA regulations issued by the U.S. Department of Labor contain many limitations and qualifications that are not stated in this policy. The Town reserves the right to apply the terms of the FMLA and the FMLA federal regulations.

Any questions relative to FMLA leaves, including eligibility requirements, should be directed to the Town Administrator.

#### **7.4.10 Crime Victim Leave Act**

In accordance with New Hampshire law (RSA 275:61), the Town will grant an employee unpaid time off from work to attend court or other legal or investigative proceedings associated with the prosecution of a crime in which the employee was a victim. For purposes of this policy, a "victim" is

any person who suffers direct or threatened physical, emotional, psychological, or financial harm as a result of the commission or the attempted commission of a crime.

Employees may also qualify for leave under this policy if they are part of the immediate family of a homicide victim, or part of the immediate family of a child under the age of 18, or an incompetent adult who is the victim of a crime. For purposes of this policy, “immediate family” means the father, mother, stepparent, child, stepchild, sibling, spouse, grandparent, or legal guardian of the victim; or a person who is otherwise in an intimate relationship with and residing in the same household as the victim.

An employee needing time off under this policy should notify the department head, or Town Administrator, as far in advance as possible. The employee may be asked to submit copies of the notices of each scheduled hearing, conference, or meeting that is provided to the employee by the court or agency involved in the prosecution of the crime. Employees must comply with any requests to submit these notices, and failure to do so may result in denial of the leave of absence. The Town will maintain any such notices or records in confidence, and will disclose them only on a need to know basis.

The employee will be notified as soon as practicable whether the leave request is granted or denied. Requests falling within the definitions of this policy will typically be granted unless the leave of absence would cause an undue hardship on the daily business operations of the department. An “undue hardship” for purposes of this policy means significant difficulty and expense. In determining whether an undue hardship may exist, we will consider the size of department operations, the employee’s position and role within the department, and our need for the employee to be at work.

Leave taken under this policy is unpaid, although an employee may elect to use his or her accrued, unused vacation, sick leave or personal time off. If a crime victim leave of absence will be for an extended length of time, the employee may continue to participate in the Town’s health insurance benefit for up to four (4) weeks provided that the employee continues to timely pay his or her share of the premiums.

The Town will not discharge, threaten or discriminate against any employee for taking leave under this policy, and employees taking leave under this policy will not lose any seniority during the leave of absence.

#### **7.4.11 Maternity Leave**

All female employees may take an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when she is medically able to return to work. Employees will be required to take FMLA leave, if they are eligible for such leave, concurrently with maternity leave, as described in our FMLA policy.

Employees must use their accrued vacation and sick/personal time before taking unpaid leave under this policy. Employees on maternity leave may also be eligible for short-term disability benefits.

Employees on maternity leave who are not eligible for FMLA leave or who have exhausted their FMLA available leave weeks will be allowed to continue to participate in our health insurance benefit for the calendar month during which the leave begins. When that calendar month expires, the employee may continue medical insurance coverage by making arrangements with the Town Office to pay the entire amount of the appropriate monthly premium in advance each month.

When the employee is physically able to return to work, her original job or a comparable position will be made available to her unless business necessity makes this impossible or unreasonable. An employee who cannot be returned to her original or a comparable position will remain eligible to apply for any available position within the Town.

7.4.12 **Leave of Absence for Victims of Crime**

See 7.4.10

7.5 **Special or Protective Clothing**

When special or protective clothing is required to perform a job the Town will furnish those items. Special or protective clothing will be replaced by the Town when worn out or damaged. Employees will be required to replace items damaged or lost through negligence at the employee's expense. Such clothing is the property of the Town and will be turned in when being replaced or on termination of employment.

7.6 **Vacation**

Vacations may be scheduled throughout the year, but must be approved in advance by the employee's Department Head. All employees are required to notify the Town Administrator in writing, ten, (10) days in advance, without extenuating circumstances, of any vacation or leave that will have the employee absent for five (5) or more days. All employees will give at least one (1) day's written notice to the Town Administrator for anything less than five (5) day leave. All employees making notification will submit their contact information or where they can be reached, as well as the person responsible in their absence. Department Heads' are requested to inform the Board of Selectmen of their pending vacation.

**Full-Time Employees Not Covered by a Collective Bargaining Agreement**

Full-time employees will earn and be entitled to vacation as per the following chart:

<u>(x)Time of Service</u>	<u>Vacation Time</u>	
12 months	1 week	<i>*(need one complete year)</i>
2 – 5 years	2 weeks	
6 – 10 years	3 weeks	
11 and more years	4 weeks	

Vacation entitlement will renew on the employee's anniversary of hire. Employees are encouraged to use their annual vacation during the year in which it is earned. An employee may request in writing to the Town Administrator and Personnel Office 30 days before the end of the year, to carry over up to 10 days of vacation time to the following year per the following chart:

<u>Time of Service</u>	<u>Vacation Entitlement</u>	<u>Maximum Carry Weeks</u>
12 months	1 week	1 week
2 <sup>nd</sup> year	2 weeks	3 weeks
3 – 5 years	2 weeks	4 weeks
6 – 10 years	3 weeks	5 weeks
11 and more years	4 weeks	6 weeks

At no time will any employee be permitted to carry over and have accrued more than 10 days beyond their annual entitlement. Excess vacation must be taken. Every full-time with more than one year of service employee must take five of their vacation days consecutively each year. Upon request, the Board of Selectmen may waive this requirement for any individual.

Vacation time is paid at the employee's regular rate of pay at the time the vacation is taken. There is no "buy back" for unused vacation except upon termination of employment when the employee will be paid for prior year's unused vacation plus the pro rata vacation for the current year. Payment will be at the employee's regular rate of pay at the time of termination of employment.

**Part-Time Employees Not Covered by a Collective Bargaining Agreement**

Regularly scheduled Grandfathered part-time employees will earn vacation time according to the chart below. For part-time employees, a vacation week will be the current average weekly hours worked.

**\*Time of Service Vacation Time**

<b>12 months</b>	<b>1 week</b>
<b>year 2 and beyond</b>	<b>2 weeks</b>

*\*(Only grandfathered, new PT do not qualify)*

Vacation entitlement will renew on the employee's anniversary date of hire. Employees are encouraged to use their annual vacation during the year in which it is earned. An employee may request to carry over up to two weeks of vacation time to the following year. At no time will a part-time employee be permitted to carry more than four weeks of vacation time. Every part-time employee is required to take one week's vacation time earned each year. This time must be taken during consecutive days.

Vacation time is paid at the employee's regular rate of pay at the time the vacation is taken. There is no "buy back" for unused vacation except upon termination of employment when the employee will be paid for prior year's unused vacation plus the pro rata vacation for the current year. Payment will be at the employee's regular rate of pay at the time of termination of employment

**7.6.1 Vacation Scheduling**

Vacation leave will be granted when, in the opinion of the BoS, Town Administrator and Department Head, it shall be convenient to the department and all Town operations. No department head will withhold the vacation leave of any employee in excess of 12 months. Vacation time is paid at the employee's regular rate of pay at the time the vacation is taken. There is no "buy back" for unused vacation except upon termination of employment when the employee will be paid for prior years unused vacation plus the pro rata vacation for the current year. Payment will be at the employee's regular rate of pay at the time of termination of employment

**7.7 Training & Education**

**7.7.1 Requirement to Take Training**

An employee may be required to participate in job related programs. The Town will pay for expenses required for training and time spent in this training will be paid at the same rate as time worked in the employee's regular position.

**7.7.2 Education Reimbursement**

The Town will provide educational reimbursement to employees who complete approved training courses related to their current responsibilities or as part of an approved career development program:

- a. Payment will be for fifty percent (50%) of the cost of the course.
- b. The BoS or Town Administrator must approve courses in advance.
- c. Once a course has been approved an advance may be made to the employee of one-half (½) of the authorized fifty percent (50%) of the course tuition and books. The remainder of the course reimbursement will be paid to the employee upon presentation of a certificate of satisfactory course completion.
- d. If employment is terminated prior to the completion of the course, the employee will not be eligible for any reimbursement and will refund any money advanced on enrollment.
- e. Approval for courses will be considered on the basis of relevancy of the course, number of employees applying, and the availability of funding.
- f. If a course is paid for in full or in part through a Federal or State program then the Town will not reimburse for the amount of the grant.
- g. The Town may require an employee to execute an agreement to remain in the employment of the Town for a period of time following the completion of a course or training program for which the Town pays all or part of the cost of the training. The agreement will provide the employee to return the cost of the training to the Town as liquidated damages for leaving the employment of the Town prior to the expiration of the agreement.

## **7.8 Travel**

### **7.8.1 Mileage**

When authorized, a Town employee who utilizes a privately-owned vehicle for official use on Town business will be reimbursed at the rate of \$.57 per mile (*BoS 2/2/2015*), for actual miles traveled, documented travel from Town Hall. From 2/2/2015 forward, increases in the mileage reimbursement rate will be tied to the Federal Government Rate. The fare of all other means of transportation such as air travel, bus, etc., will be purchased by the Town unless an emergency prevents the advance purchase in which case the employee will be reimbursed for reasonable expenses. Mileage payment rates are at the discretion of the Board of Selectmen.

### **7.8.2 Conferences**

The Town will pay registration fees and entry fees in advance. In the case of unexpected or unanticipated fees essential to the program being attended, the Town will reimburse the employee for such fees as long as they are reasonable. Attendance at conferences must have prior approval by the Board of Selectmen.

### **7.8.3 Trip Reports**

Any employee attending a conference or function involving travel away from the Town for a full day or more and who is partially or completely reimbursed for expenses must submit a trip report to the Town Administrator via the appropriate department head. This report will be on an approved form and will as a minimum, list the name of the function and its purpose, location, dates, material, knowledge, skills of use to the Town, and other information as appropriate.

## **7.9 Elected Office Conflicts**

In order to insure that Town services are delivered fairly and impartially it is necessary to separate political activity from the workplace. No employee of the Town may use his or her office to engage in any political activity either on behalf of him or herself, other individuals, groups or parties. This prohibition includes the display of political signs or materials and activity on the part of any candidate or party using Town property or while working.

In order to avoid the potential for conflict of interest any full or part time employee wishing to hold elective office in Town government on either the Board of Selectmen or Budget Committee must resign his or her position upon being declared elected to that office.

Time off with, or without pay will not normally be granted for the purpose of allowing an employee to fulfill the duties of an elective office.

## **7.1 Electronic and Telephonic Communications Policy**

**See Information Technology Policies and Procedures, January 1, 2010, Addendum**

## **7.2 Sexual Harassment Policy**

### **A. Introduction**

The Town's goal is to provide a workplace that is free of sexual harassment. Sexual harassment of employees in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by our Town. Further, any retaliation against an individual who has complained about sexual harassment and/or retaliation against an individual who has cooperated in an investigation of sexual harassment is unlawful and will not be tolerated.

Because the Town takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment. Where it is determined that inappropriate conduct has occurred, the Town will act promptly to eliminate the conduct and implement any necessary remedial or corrective action, including disciplinary action where appropriate.

## **B. Definition of Sexual Harassment**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, physical, and nonphysical conduct of a sexual nature when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual, or for awarding or withholding a favorable employment opportunity, evaluation or assistance; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's performance at work, or creates an intimidating, hostile, or offensive work environment.

Sexual harassment includes a wide range of behaviors from the actual coercion of sexual relations to unwelcome offensive comments, jokes, innuendoes and other sexually oriented statements and unwelcome behavior emphasizing sexual identity. Sexual harassment may be indirect and even unintentional. Employees are prohibited from bringing into the workplace or otherwise displaying any written materials or pictures that are sexually suggestive or offensive in nature.

This policy prohibits all of the activities discussed above, whether engaged in by a supervisor, employee, co-worker, agent or non-employee who is on Town premises or who comes into contact with Town employees.

It is not possible to list all of the additional circumstances and behaviors that may constitute sexual harassment or other inappropriate conduct that will not be tolerated. However, the following are some examples of prohibited conduct:

- Unwelcome sexual advances, whether or not they involve physical touching;
- Sexual epithets; sexual jokes; written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body; comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Leering, whistling, brushing against the body; sexual gestures;
- Suggestive or insulting comments;
- Inquiries into an individual's sexual experiences; and
- Discussion of one's sexual activities.

## **C. Complaints of Sexual Harassment**

Experience has shown that a clear statement to the person engaging in the offensive behavior is sometimes all that is necessary to stop the conduct. If you believe you are being harassed, we encourage you to let the person engaging in the conduct know how you feel. However, if you do not feel comfortable taking this step, you are not required to do so. If you believe that you have been subjected to sexual harassment, you should report the incident in accordance with the Reporting Procedure contained in this Manual. The matter will be promptly investigated and where it is determined that such inappropriate conduct has occurred, action will be taken to eliminate and correct the conduct. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

## **D. Retaliation**

Retaliation against an employee who complains in good faith about sexual harassment or who participates in good faith in an investigation of a complaint is a violation of this policy and is prohibited by law. If you believe that you have been subjected to retaliation, you should report the incident in accordance with the Reporting Procedure contained in this Manual.

## **REPORTING PROCEDURE FOR SEXUAL AND OTHER UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION**

*Any employee who feels that he or she has experienced sexual or other unlawful harassment and discrimination or retaliation should immediately report such actions in accordance with the following procedure. All complaints will be promptly and appropriately investigated.*

1. If you believe that you have experienced sexual or other unlawful harassment, discrimination or retaliation, you should report the incident immediately to your Supervisor or the Town Administrator.
2. Any Town employee who becomes aware of discriminatory or harassing conduct, a complaint of discrimination or harassment, or retaliation must report the conduct and/or complaint immediately to the Town Administrator.
3. The Town will promptly investigate incidents reported through this procedure. Any employee, supervisor, or agent of the Town who has been found to have engaged in conduct that violates our policies against discrimination and/or harassment will be subject to appropriate remedial and/or disciplinary action, up to and including immediate discharge. The complainant will be informed generally of the outcome of the investigation and whether remedial action is being undertaken by the Town.
4. The Town will conduct all investigations in a discreet manner. Disclosure of complaints will be limited to those with a need to know in order to investigate the complaint and take appropriate remedial action.

### **7.3 Americans With Disabilities Act**

In accordance with the Americans with Disabilities Act of 1990 (“ADA”) and RSA 354-A, the Town prohibits any form of discrimination in hiring as well as in all terms and conditions of **employment** against individuals with physical or mental disabilities. We will make every effort to make reasonable accommodations to ensure equal opportunity for qualified individuals with disabilities in the application process and in performing essential job functions, so as to afford enjoyment of the same benefits and privileges of employment as are enjoyed by employees without disabilities.

Please notify Human Resources the Town Administrator if, because of a disability, you require an accommodation to perform the essential functions of your job. You may be asked to provide medical information regarding your disability and possible accommodations, and we expect that you will engage in this interactive process in good faith so that we may determine eligibility for accommodation and identify reasonable accommodations. We will maintain all medical information in a confidential manner in accordance with the ADA, and will provide reasonable accommodations as required by law. The Town may decline to provide accommodations to individuals who are not qualified individuals within the meaning of the law, and may also decline to provide accommodations that are not reasonable or that cause an undue hardship.

### **7.13 Children in the Workplace**

The Town will allow employees/town officials to bring a child or children to work on an emergency, irregular basis but not allow children to be brought in to the workplace on a regular basis to any Town office. A school snow day is an example of an emergency basis. This policy shall take effect two weeks from 2/21/2017.

## **8. Discipline and Dismissal for Cause**

Employees are obliged to follow these Rules and Regulations and to carry out their duties as required by state law, Town ordinances and the directives of management. Deliberate failure to properly perform the duties and functions of an individual’s position render that individual liable to disciplinary action up to and including termination. Included in all employees’ duties is the requirement to render efficient service to the public in as pleasant and courteous a manner as circumstances permit.

### **8.1 Discipline**

The exact nature of discipline for an infraction depends on the incident from which the infraction arises. While it is the policy of the Town to use progressive discipline with the goal of correcting and

modifying behavior, the Town will terminate any employee whose conduct falls outside acceptable professional standards. The Town also reserves the right to take disciplinary action in a manner that it considers necessary for the effectiveness and efficiency of operations. Normal discipline will include the following steps depending upon the nature and severity of the infraction:

- Verbal warning
- Written Warning
- Suspension without pay
- Dismissal / Termination

However, this sequence need not be followed if an infraction, in the opinion of the Town Administrator and in conjunction with the Board of Selectmen, is sufficiently severe as to merit immediate suspension or discharge. All warnings, suspensions, or disciplinary actions will become a permanent part of the personnel file. In conjunction with the Board of Selectmen the Town Administrator may, in his or her judgment, depending on the severity of the infraction, restrict the time a verbal warning remains in an employee's personnel file.

## **8.2 Conduct**

No Town employee shall accept, engage in, or be associated with any activity, employment, or self-employment which shall constitute a conflict of interest, or reflect discredit upon the employee or the Town government, or adversely affect the proper performance of the employee's duties. The Selectmen shall determine activities, which constitute conflict of interest.

Employees shall not solicit nor engage in any other activity, employment or self-employment during their assigned working hours. Their action and activities during assigned working hours shall be limited to official business within the scope of their assigned duties and responsibilities.

Employees shall not appropriate or use Town-owned, leased, or rented property, or any job-related services of any Town official or employee, for other than official business. Employees shall exercise all reasonable and prudent measures to preclude the same from any unauthorized possession or use.

## **8.3 Suspension**

The Town Administrator, in conjunction with the Board of Selectmen, may suspend an employee without pay for not more than five (5) working days due to inefficiency, incompetence, misconduct, negligence, insubordination, or for other sufficient cause. A written statement setting forth the reasons for such action will be filed with the Town Administrator. Suspension for longer periods requires approval of the Board of Selectmen.

## **8.4 Dismissal / Termination**

Dismissal and/or termination are discharges or separations made for misconduct or other just cause. The BoS must approve any dismissal. The Town Administrator will file a written statement setting forth the reasons for such actions.

## **8.5 Cause for Immediate Removal**

The following matters are not intended as an all-inclusive list of potential disciplinary situations, but these offenses, as well as others, may constitute grounds for appropriate disciplinary action.

- Willful and gross neglect of Duty
- Insubordination or breach of discipline
- Intoxication while on duty
- Chronic or excessive absenteeism
- Conviction of a felony
- Willful damage to public property
- The use of or attempt to use one's authority, or official capacity to obtain special or preferential treatment for any person, firm or related third party.

- Disclosure of any confidential information, which would not otherwise be made known to the public under the Right-to-Know law.
- Falsification of Reports or documents

## 9. Grievance and Appeal

The following process is used to determine the merit of the grievance.

### 9.1 Step One – Department head review

A grievance must be submitted by the person who believes they have been improperly treated, or by someone designated by the aggrieved, within ten (10) working days of the condition leading to the grievance. The grievance must specify which rights the grievant believes have been violated, the time and place of the action being grieved; the nature of the grievance; the provision of this manual which has been violated, misinterpreted, or misapplied; the injury or loss that has resulted from such violation, misinterpretation, or misapplication; and the remedy being sought by the grievant. The employee must sign the original grievance filed with the Department Head. Within 10 working days of receiving the grievance the Department Head will conduct an informal inquiry and render a decision in writing no later than the tenth (10<sup>th</sup>) day.

### 9.2 Step Two – Town Administrator Review

If the aggrieved person is not satisfied with the decision of the Department Head, or if no decision has been rendered within the ten (10) day period as defined above, the employee may appeal in writing to the Town Administrator within ten (10) working days of the receipt of the Department head's decision, or the date that such decision should have been rendered, provided that the aggrieved employee has set forth the specific reasons for such appeal and the specific areas which the employee feels have been violated.

The Town Administrator will hold an administrative hearing to review the grievance within ten (10) working days of receipt of the aggrieved employee's appeal. The Town Administrator will decide the grievance based upon the information supplied and any further information that he/she may request during or subsequent to the hearing. The Town Administrator will render a decision in writing ten (10) working days from the close of the hearing.

### 9.3 Step Three – BoS Review

If the decision of the Town Administrator is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, said employee may within ten (10) working days appeal in writing the decision of the Town Administrator setting forth an abbreviated statement as to why said decision has been violated.

The BoS will conduct a hearing regarding the grievance within fifteen (15) working days from the date of its receipt, and the BoS will render a decision within fifteen (15) days from the close of the hearing. The decision rendered by the BoS shall be final. There will be no appeal of the BoS decision.

## 10. Wages and Benefits

### 10.1 Benefits for Part time Employees

Part time employees do not receive fringe benefits other than those required by law such as Worker's Compensation.

### 10.2 Retirement Plan \*

The Town Administrator will take the steps necessary to provide eligible full-time employees in the Town's classified service membership in the State of New Hampshire Retirement System. Retirement benefits shall begin immediately.

### **10.3 Insurance**

#### **10.3.1 Health Insurance \***

Eligible full-time employees after a 30 day probationary period may participate in health plans currently offered to employees and their families. For employees subscribing to the Single or Two-Person Plan, and hired or granted benefits before December 1, 2012, will pay 5% of their health insurance premium effective January 1, 2015; 10% of their health insurance premium effective January 1, 2016; 15% of their health insurance premium effective January 1, 2017; and, 20% of their health insurance premium effective January 1, 2018. Employees subscribing to the Family Plan, and hired or granted benefits before December 1, 2012, will continue to pay 10% of the insurance premium for 2015 and 2016; 15% of their health insurance premium effective January 1, 2017; and, 20% of their premium effective January 1, 2018. Employees hired after January 2012 will pay 20% of their health insurance premium.

NOTE: Dental is not offered to Town Employees with exception of FT Police Officers.

#### **10.3.2 Workers Compensation**

Workers Compensation laws of the State of New Hampshire cover all employees of the Town. Any employee injured on the job will report to as place of care as the severity of the injury may require. An injured employee and their immediate supervisor must complete "Employer's First Report of Occupational Injury or Disease," form 8WC within five (5) days of injury.

#### **10.3.3 AD&D Insurance (x)**

This is addressed in the Police Collective Bargaining agreement; Non-Public Safety Personnel are not covered by this insurance.

### **10.4 Pay Plan**

The Pay Plan, when developed and approved by the Board of Selectmen, will provide for uniform and equitable minimum and maximum rates of pay for each class of position taking into consideration the wages paid for similar kinds of work throughout the Town. The Board of Selectmen shall review the Pay Plan annually with respect to the cost of living. The compensation will be reviewed annually on the anniversary date by their department head for the purpose of determining a salary adjustment in accordance with the pay plan. Compensation will be determined as part of the employee's overall performance review. Advancement within the Pay Plan depends upon a successful performance review.

#### **10.4.1 Call Back \***

An employee, with the exception of a full-time firefighter, who is called back to work after the conclusion of their regular work day will be paid at least 3 hours of service at an overtime rate of time and a half (1½) an employee's hourly rate of pay. Full-time firefighters will be paid at least 1 hour of service at an overtime rate of time and a half ( 1 ½) their hourly rate of pay.

#### **10.4.2 Shift Differential \***

Shift differential payments may be established for particular positions if required. Unless otherwise directed, shift differential payments are only in use at the Police Department.

#### **10.4.3 Longevity Increase \***

In addition to any annual increase approved by the Selectmen, a longevity pay increase of 1.2% will apply to all full-time employees upon completion of each five-year service period. These service periods are defined as 5 consecutive years, 10 consecutive years, 15 consecutive years, 20 consecutive years, 25 consecutive years, and 30 consecutive years of employment(*In any department, in all departments volunteer years count?*) with the Town of Atkinson. Such longevity pay increases will become effective on the employee's anniversary date. The 1.2% longevity increase is effective even if the Selectmen determine there will be no regular salary increases in a particular year. Such longevity increases will be added to the employee's base salary. NOTE: Must complete 5 Full-Time Years of service.

## **10.5 COBRA**

The Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) provides eligible employees and their eligible dependents with the opportunity to continue medical and dental insurance for a period of time, at their own expense, if they would otherwise lose coverage due to certain qualifying reasons. Please see the Town Administrator for more information about **COBRA**.

## **10.6 Unemployment Insurance**

The Town pays into the unemployment compensation fund established by the State of New Hampshire. Individuals laid off from employment by the Town may be eligible for unemployment compensation benefits through the New Hampshire Department of Employment Security.

## **10.7 Social Security and Medicare**

Social Security and Medicare are payroll deductions representing your contribution to the federal government’s Social Security and Medicare Programs. The Town also contributes money on your behalf to both Medicare and Social Security Programs.

## **10.8 Health and Safety Program**

Safety is of great concern to the Town. It is important that we all keep safety foremost in our minds to ensure that our work environment is as safe as possible. Safety can only be achieved through teamwork. Each employee, supervisor, and official must practice safety awareness by being alert, anticipating unsafe situations, and reporting unsafe conditions immediately. Please observe the following precautions:

- a. Notify your supervisor of any emergency situations. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
- b. The use of alcoholic beverages, illegal drugs, or the abuse of legal drugs during work hours will not be tolerated. Possession of alcohol or any illegal drugs on Town property is prohibited.
- c. The use, adjustment, and/or repair of machines or equipment is to be performed by you only if you are trained and qualified.
- d. Get help when lifting or pushing heavy objects.
- e. Understand your job fully and follow instructions. If you are not sure of a safe procedure for performing work, ask your supervisor.
- f. Know locations, contents, and intended use of all first aid and fire fighting equipment.
- g. Wear personal protective equipment as directed in accordance with the job you are performing.
- h. Understand and practice all safety procedures when handling, loading, or transporting hazardous materials.
- i. All job descriptions include keeping our facilities and lots clean and safe. Every employee must participate in this effort.

Violations of safety precautions may lead to disciplinary action, up to and including termination.

## **10.9 Safety Committee**

The Town maintains an active Safety Committee comprised equally of management and regular employees, which meets quarterly. All participation is voluntary and is strongly encouraged. If you are interested in becoming a member, please see the Town Administrator for details.

## **10.10 Smoking Policy \***

The Town is committed to providing a safe, healthy, and smoke-free work environment for our employees, visitors, and vendors. Consistent with our commitment and state law, we have declared a no smoking policy within our building and in Town vehicles, except in a designated smoking area located outside of the building.

No smoking is allowed in any areas of Town buildings, except in the designated smoking area. Anyone wishing to smoke must do so only during authorized breaks in the designated area. The Town hopes and expects that our employees will comply with the non-smoking policy. If you have a concern or complaint with respect to any employee, visitor, or vendor violating this policy, please report such

concern or complaint to the Town Administrator.  
 If an employee fails to comply with these rules, the employee will be subject to disciplinary action, up to and including termination.

Last Update	Action Taken	By Whom
01/30/2012	Various wording and Insurance coverage section	BoS
04/10/2012	Updated section 7.8.1 to new reimbursement rates	T/A
11/07/2012	Updated insurance split (new employees)	BoS
05/21/2013	Updated sexual harassment reporting procedure #2	BoS
10/23/2014	Updated employee benefits – insurance – section 10.3.1	BoS
02/02/2015	Updated the mileage reimbursement policy – section 7.8.1	BoS
06/29/2015	Updated the pay period section – section 7.1.1	BoS
02/21/2017	Added Children in the Workplace – section 7.13	BoS
01/28/2019	Added wording to Call back Policy 10.4.1 for F/T firefighters	BoS

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William M. Baldwin,  
 Chairman

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Jason B. Grosky, Vice  
 Chairman

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William G. Friel

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Harold J. Morse

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Gregory S. Spero