

## TRI-TOWN EMS PERSONNEL POLICIES

### § 1 Purpose; distribution of copies.

A. The purpose of this plan is to establish uniform administrative practices for all employees of the Tri-Town EMS ambulance service (hereinafter, the "Service"). This plan is not a contract and it does not create any legally enforceable right for any employee. All employees, except those employed pursuant to a written employment contract for a specified term or pursuant to a statute providing otherwise, are employed "at-will." This means that either the Service or the employee may terminate the employment relationship at any time, with or without cause.

B. Employees covered under this plan will receive a copy of the plan and shall receive copies of new and/or amended policies as change(s) occur.

### § 2 Administration of plan.

A. It shall be the responsibility of the Joint Board to establish the policies that comprise the plan.

B. The Director shall be responsible for the overall administration of the plan.

C. Employees shall be responsible for adherence to this plan.

### § 3 Equal opportunity policy.

A. It is the policy of the Service to ensure equal employment opportunity for all employees and appointed representatives. This commitment includes a mandate to promote and afford equal treatment and services to all citizens, employees, and patients who use the Service and to assure equal employment opportunity based on ability and fitness to all persons regardless of race, religion, color, creed, national origin, age, sex, sexual orientation, physical or mental disability, or marital status. The Service is committed to providing equal employment opportunities to qualified individuals with disabilities, which includes providing reasonable accommodation to qualified applicants to allow them to perform essential job duties.

B. In general, it is the employee's responsibility to notify the Service of the need for an accommodation of any physical or mental disability which substantially limits a major life activity. When appropriate, the Service may need an employee's permission to obtain additional information from the employee's physician or other medical or rehabilitation professionals to document that the employee has a disability and to assist the Service in assessing any functional limitations for which a reasonable accommodation may be needed. All medical information will be treated as confidential in accordance with the Americans with Disabilities Act (ADA). The Service will take all requests for accommodation seriously and will promptly determine whether the employee is a qualified individual with a disability and whether a reasonable accommodation exists which would allow the employee to perform essential functions of the job without imposing an undue hardship on the Service or other employees.

#### **§ 4 Employee classifications.**

Employees shall be defined as listed below. When appointed, employees shall be made aware of their status.

A. Full-time employee: An employee who regularly works a minimum of 40 hours per week on a regular basis.

B. Per Diem employee: An employee who normally works less than 40 hours per week on an irregular schedule of shifts that are agreed to by the employee and the Director in advance. A per diem employee is not eligible for Service benefits.

C. Volunteer: Individuals who donate their time to the Service. Volunteers are not eligible for Service benefits.

#### **§ 5 Position descriptions.**

A. A description will be prepared for each position which will generally outline the duties and responsibilities of the position, necessary knowledge, skills and abilities and Fair Labor Standards Act (FLSA) classification.

B. Employees shall receive a copy of their position description at the time of appointment or as soon as may be practical thereafter.

C. All position descriptions shall be retained at the Town Hall in the Town of Pembroke and are available for review.

D. Any position description may be changed by the Joint Board with such notice as the Board, in their sole discretion, may determine to be appropriate. Position descriptions do not alter the at-will status of employees.

## § 6 Hiring process.

A. Recruitment. The Director shall develop job announcement ads and distribute copies of the job announcement for posting in appropriate locations, which may include, local newspapers, trade publications and professional journals.

B. Residency: Applicants for employment with the Service shall be citizens of the United States of America or hold proper certification that enables them to work in this country. When equally qualified applicants are under consideration, preference shall be given to the applicant(s) presently residing in the communities to be served.

C. Drivers license. Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least 18 years old and will be required to present a valid NH state driver's license with any necessary endorsements. Driving records of applicants will be checked. It will be the applicants' responsibility to provide to the Service a certified copy of their motor vehicle background report at their expense. Applicants with poor driving records, as determined by the Service, may be disqualified for employment with the Service in positions requiring driving.

D. Criminal Background Check: Applicants for all positions must submit to a criminal background check. Applicants must complete the required forms to allow the Service to conduct a criminal records check.

E. Pre-employment examination. The Service may administer pre-employment examinations to test the qualifications and ability of applicants, as determined necessary by the Service. The Service may contract with any competent agency or individual to prepare and/or administer examinations.

F. Interviews/appointments. The Director will review the applications that are submitted and conduct interviews of candidates. The Director will then present a final candidate to the Joint Board, which shall have the final authority concerning the actual appointment of the employee.

G. Physical examination. After an offer of employment has been made and prior to commencement of employment, the Service will require persons selected for employment to successfully pass a medical examination, which will include testing for alcohol and controlled substances. The Service will cover the cost of

the drug/alcohol testing and will cover the cost of a pre-employment physical. The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure their physical condition will not endanger the health, safety or well-being of other employees or the public. The offer of employment will be conditioned on the results of the examination and testing. A candidate may be disqualified from consideration if:

- (1) Found physically unable to perform the duties of the position (and the individual's disability cannot reasonably be accommodated in the workplace);
- (2) The candidate refuses to submit to a medical examination or complete medical history forms; or
- (3) If the exam reveals use of alcohol and/or controlled substances.

H. All potential new hires must provide to the Service a complete copy of their criminal background check at their own cost.

## **§ 7 Nepotism.**

No person shall be hired to work for the Service, in any capacity, who already has a relative working for the Service, without the approval of the Joint Board. "Relative" shall mean, for the purpose of this section, spouse, child, brother or sister, parent or parent-in-law, daughter or son-in-law, cousins, aunts or uncles.

## **§ 8 Performance evaluations.**

A. All Full Time employees shall be evaluated at least once annually on or about their anniversary date of hire. The purpose of the evaluation is to monitor the employee's performance and to provide a record of the employee's strengths and weaknesses. Evaluations shall be completed by the Director or the Director's designee and reviewed, when applicable, by the Joint Board. The evaluation shall become the basis for any available merit increase in pay as determined annually by the Joint Board. Employees shall have the opportunity to review and comment on evaluations.

B. Full Time employees may be eligible for a merit pay increase and/or merit lump sum based on their annual performance evaluation. The Joint Board shall

determine the parameters for authorizing a merit pay increase, including the administrative personnel authorized to grant the increase, and the amount of the increase, which shall be within the pay range assigned to the employee's position. Notwithstanding the foregoing, solely in the year that a merit pay increase would be prohibited because granting it would cause the employee's pay to exceed the applicable pay range, the Joint Board may authorize a merit pay increase in an amount that would exceed the applicable pay range, in which case the employee shall receive a pay increase to the top of the pay range and the remaining merit pay increase shall be paid as a one-time, lump sum payment. The amount of the one-time, lump sum payment shall not be added to the employee's annual pay the following year. An employee at the top of the pay range for the position held may be eligible for a lump sum merit payment, at the discretion of and in an amount established by the Joint Board.

## **§ 9 Date of hire/anniversary date.**

A. Date of hire shall mean the effective date of the individual's employment with the Service. Employees of the Service as of January 1, 2013 shall have as their date of hire that date on which they began working for Tri-Town Ambulance, a voluntary, charitable organization that is the predecessor of the Service. The date of hire shall be used to determine length of service when calculating vacation accruals.

B. Anniversary date shall mean the date the employee began his/her employment in the most recent position. A regular employee who is promoted, demoted or transferred will have his/her anniversary date changed to the effective date of the promotion, demotion or transfer. When employees are granted merit wage increases, the first day of the pay period following the employee's anniversary date shall be the effective date of the increase. Promotional anniversary dates will be used for any merit increase, but not for vacation accruals.

## **§ 10 Personnel files.**

A. A file shall be maintained for all employees. The file maintained by the Joint Board at the Town Hall for the Town of Pembroke shall be considered the employee's official file.

B. Employees will be provided access to their respective personnel file in accordance with the provision of NH RSA 275:56, which reads as follows:

275:56 Employee Access to Personnel Files. I. Except as provided in paragraph III, every employer shall provide a reasonable opportunity for any employee who so requests to inspect their employee file and further, upon request, provide such employee with a copy of all or part of such file. An employer may charge the employee a fee reasonably related to the cost of supplying the requested documents. II. If, upon inspection of his personnel file, an employee disagrees with any of the information contained in such file, and the employee and employer cannot agree upon removal or correction of such information, then the employee may submit a written request explaining his version of the information together with evidence supporting such version. Such statement shall be maintained as part of the employee's personnel file and shall be included in any transmittal of the file to a third party and shall be included in any disclosure of the contested information made to a third party. III. The provisions of this section shall not require the disclosure of: (a) Information in the personnel file of a requesting employee who is the subject of an investigation at the time of the request if disclosure of such information would prejudice law enforcement; or (b) Information relating to a government security investigation.

C. Employees shall have access to their personnel file upon reasonable written notification to the Director. If the employee wishes to review his/her file, it must be done in the presence of either the Director or the Town Administrator for the Town of Pembroke.

D. Employees must provide to the Service in writing verification that they allow a particular individual or employer the right to access and review their personnel file. All reviews will be done at Town Hall for the Town of Pembroke in the presence of either the Director or the Town Administrator for the Town of Pembroke.

## **§ 11 Time worked.**

Actual starting and closing times may vary. The Director will determine workday hours for all employees.

## **§ 12 Overtime and call back pay.**

A. All employees except those designated as exempt from the provisions of the Fair Labor Standards Act, shall be compensated for hours worked in excess of 40 hours in any one week by time and one-half in wages or compensatory time. Paid leave occurring during the week shall be counted as hours worked for the purpose of calculating overtime. The employee's supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action. Compensatory time may only accumulate to a maximum amount of 40 hours and must be used by the end of the calendar year. Any carryovers must be approved by the Joint Board in advance.

B. An employee who has been called back to work after the conclusion of his/her regularly scheduled work period, and is paid on an hourly basis (nonexempt), shall be compensated for a minimum of two hours of work.

C. Employees exempt from the overtime provisions of the Federal Fair Labor Standards Act (FLSA exempt) are expected to work whatever hours are necessary in order to complete their essential job functions and responsibilities. Generally, to meet these expectations, an exempt employee will need to work 40 or more hours per week. Exempt employees are not eligible to accumulate compensatory time or take compensatory time in lieu of vacation or sick leave. If an exempt employee is required to work on a paid holiday or scheduled time off, due to operational requirements of the Service, the employee may be granted time off for those hours worked with the approval of the director or in the director's case, the joint board.

### **§ 13 Attendance.**

A. The absence of an employee from duty for a day, or part of a day, that is not authorized by specific permission from the Director will be deemed to be an absence without leave. Any such unexcused absence will be without pay and may be reason for disciplinary action.

B. The Director is responsible for maintaining complete and accurate records of attendance within the Service. Any employee absence must be documented by using the proper leave form.

C. This section is subject to the provisions of the Service's FMLA and ADA policies.

### **§ 14 Electronic mail, Internet and computer usage.**

A. Electronic mail. Electronic mail is a mode of communication provided by the Service to its employees to facilitate communication for the Service's business operations only. Electronic mail on the Service computer is the property of the service.. The Service reserves the right to monitor electronic mail on their computer system, to check system performance and ensure that the system is used for service business only.. The Service must have access to an employees (sic) electronic mail on the service computers in case the employee is not available. Employees do not have a personal privacy right in matter created, received or sent via electronic mail within the service computer..

B. Internet access. Access to the Internet is a mode of communication provided by the Service to its employees to facilitate communication for service business. Access to the Internet is limited to Service business only. The Service reserves the right to monitor Internet usage to ensure that the system is being used properly for service business only.

C. Misuse of the electronic mail system and the Internet may result in disciplinary action, up to and including termination. Examples of misuse include, but are not limited to:

- (1) Use of electronic mail and the Internet for any unlawful purpose
- (2) Using profane or abusive language.
- (3) Using electronic mail and the Internet for harassment including sexual harassment.
- (4) Using electronic mail and the Internet for personal business or commercial purposes.
- (5) Use of electronic mail and the Internet to create or send messages which might constitute intimidating, hostile, or offensive materials on the basis of sex, age, race, color, religion, national origin, sexualorientation, or disability.

D Loading of programs/software. No employee may download any program or software, or load software on to a Service computer, server or network, without approval from the Director, who must have approval from the Joint Board.

E. It shall be prohibited for a service employee while being paid by the service for a shift to use their personal electronic devices for illegal purposes.

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<sup>1</sup> 3/19/13 added the term "illegal" in Section E

## § 15 Sexual and anti-harassment policy.

A. The Service believes that each individual employed by us has the right to be free from illegal discrimination or harassment because of race, creed, color, familial status, religion, national origin, age, sex, marital status, sexual orientation, physical or mental disability or veteran status. All employees should be able to work in an environment free from all forms of discrimination, intimidation and harassment, including sexual harassment. All employees must treat each other with courtesy, consideration and professionalism. To achieve our goal of providing a workplace free from sexual and other illegal harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with. Where inappropriate conduct is found, we will act promptly to eliminate the conduct and impose such corrective actions as are necessary including disciplinary action or termination where appropriate. Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual or other illegal harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of illegal or sexual harassment.

B. Harassment refers to unreasonable conduct or behavior which is personally offensive or threatening, impairs morale, or interferes with the work effectiveness of employees. Examples of harassment include conduct or comments that threaten physical violence; offensive, unsolicited remarks; unwelcome gestures or physical contact, display or circulation of written materials, items or pictures degrading to any gender, racial, ethnic, religious, age, handicap or other group listed above; and verbal abuse or insults about or directed at any employee, or group of employees because of their relationship in any of the groups listed above. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

(1) Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,

(2) Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary
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increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

C. The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment. While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- (1) Verbal: sexual innuendoes, racial or sexual epithets, derogatory slurs, off-color jokes, propositions, threats or suggestive or insulting sounds;
- (2) Visual/non-verbal: derogatory posters, cartoons, or drawings; suggestive objects or pictures; graphic commentaries; leering; or obscene gestures;
- (3) Physical: unwanted physical contact including touching, interference with an individual's normal work movement or assault; and
- (4) Retaliation: making or threatening reprisals as a result of a negative response to harassment.

Each employee must exercise his or her good judgment to avoid engaging in conduct that may be perceived by others as harassment. Harassment can come from superiors, fellow employees, clients, visitors or vendors. Men as well as women can be victims of sexual or other harassment. It cannot be stressed enough that the Service will not tolerate any form of illegal discrimination or harassment. Violations of this policy, whether intended or not, will not be permitted. All employees should take special note that retaliation against an individual who has complained about sexual or other harassment, and retaliation against individuals for cooperating with an investigation of a sexual or other harassment complaint is unlawful and will not be tolerated by the Service.

D. Should you feel that you are being harassed or that you have observed harassment, please follow these guidelines to help us remedy the problem. Harassment by other employees, clients or vendors should immediately be brought to the attention of the Director. In the event the issue is with the Director,

then you may report to the Chair of the Joint Board. The Director is also available to discuss any questions or concerns you may have and to provide information to you about our policy on sexual or other illegal harassment and our complaint process. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the problem. No employee or official in this organization is exempt from this policy. If, at any point in the process, a complaining employee is dissatisfied with the investigation being conducted, the employee should bring it to the attention of the individuals listed above.

E. Harassment investigation. When the Director receives a complaint of harassment, he/she will promptly investigate the allegation. Complaints will be kept confidential to the extent consistent with our obligation to look into and remedy any harassment. For most matters, the investigation will include an interview with the person filing the complaint, an interview with the person alleged to have committed the harassment, and to the extent necessary, interviews with co-employees or other witnesses. All employees are expected to be truthful, forthcoming and cooperative in connection with a complaint investigation. Once the investigation is complete, we will, to the extent possible, inform the person filing the complaint and the person alleged to have committed the conduct of the results of the investigation. If it is determined that inappropriate conduct occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate, we will impose disciplinary action. There may be instances when, depending upon the nature of the allegations of harassment, an alleged harasser will be suspended, with pay, pending investigation. Suspension pending investigation should not be considered as a conclusion of wrongdoing.

F. Disciplinary action. The Service will not condone, permit or tolerate harassment of employees in any manner whatsoever. Any employee or official who is found to have engaged in harassment or discrimination contrary to this policy will be subject to disciplinary action, up to and including suspension or termination, depending, among other things, on the nature of the conduct.

G. Retaliation. The Service also prohibits any form of retaliation against any employee for filing a good faith complaint under this policy or for assisting in a complaint investigation. Anyone who is found to have engaged in such retaliation against a person who has registered a complaint under this policy or to have retaliated against anyone for assisting in the investigation of such a complaint will be subject to disciplinary action up to and including suspension or termination. Any employee who believes that he or she is being retaliated against should bring it to the attention of the Director, or the Chair of the Joint Board in the event the matter concerns the Director, so that appropriate action may be taken.

## **§ 16 Drug and alcohol testing.**

The Service is committed to providing a safe work environment that is free from the effects of drugs and alcohol.

Drug and alcohol use in the workplace can create health, safety, and security issues for our employees, citizens and visitors. The Service is committed to providing a safe work environment that is free from the effects of drugs and alcohol. In support of our commitment, the Service prohibits the following conduct and other conduct which, in our determination, is inconsistent with our commitment:

the manufacture, distribution, sale, dispensation, possession, storage, or use of a controlled substance, unauthorized prescription drug, or drug paraphernalia at any time on Town premises, on Service business, or during working hours;

use, possession, storage, manufacture, distribution, dispensation, or sale of alcohol at any time while on Town premises, on Service business, or during work hours;

reporting to work or otherwise working under the influence of drugs or alcohol, or under the influence of legal drugs that may impair your ability to safely perform your job functions;

reporting to work in a condition that is not fit for work. In addition to being under the influence as mentioned above, other indications of a lack of fitness for duty are smelling of alcohol, appearing to be hung over, or otherwise appearing or being unable to effectively interact with citizens, visitors and co-workers and work safely and properly without impairment;

failing to submit to a required fitness for duty exam.

The Service also maintains the following reporting requirements:

Any employee who is taking medication that may impair his or her ability to safely perform job functions must inform his or her supervisor immediately, and must not perform any work until authorized to do so by the Director or if the Director is unavailable the Pembroke Town Administrator. If the employee is the Director then the Director will inform the Pembroke Town Administrator and not perform work until authori

If any employee is involved in drug misconduct (including the use or possession of illegal drugs or unauthorized prescription drugs) on Town premises or while working for the Service, the Service reserves the right to report the incident to law enforcement authorities;

If any person observes an employee exhibiting behavior that may be indicative of impairment by drug or alcohol use, he or she should

immediately report the behavior to the Director or if the Director is unavailable the Pembroke Town Administrator.

**Investigations and Searches:**

When the Service determines that there is reasonable cause to suspect that an employee has violated this policy, the Service reserves the right to inspect, without prior notice, lockers, work areas, desks, cabinets, purses, bags, briefcases, other belongings, and vehicles brought on Town premises or at locations where work-related activities are being conducted. Cause to suspect shall be solely in the judgment and discretion of the Service.

**Violations of this Policy:**

Employees must, as a condition of employment, abide by the terms of this policy. Violations of this policy will result in disciplinary action, up to and including termination, and may also have legal consequences.

**Fitness for Duty Exams:**

The Service reserves the right to require any employee to submit to a fitness for duty exam when there is a reasonable basis for the Service to believe that the employee may be under the influence of alcohol or drugs or may be otherwise unfit for duty. Fitness for duty exams may include, but not be limited to, tests for the presence of drugs or alcohol. Employees must consent to fitness for duty exams as a condition of employment. The cost of any such fitness for duty exams will be covered by the Service. Within the Service's discretion, an employee may be placed on paid or unpaid administrative leave or suspension pending the results of a fitness for duty exam.

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**§ 17 Disciplinary procedures.**

A. Nothing in this section shall change the "at will" nature of employment with the Service which means that employees may be terminated with or without cause. However, disciplinary action may be taken for any cause, including but not limited to the following:

- (1) Attendance: absenteeism; tardiness.
- (2) Performance: poor performance; impaired performance caused by drug or alcohol use.

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<sup>2</sup> The section was significantly re-written 3/19/13

(3) Infractions: offenses against the law or against generally accepted standards of personal conduct; insubordination.

(4) Sexual harassment

B. Discipline will normally be initiated in the following manner:

(1) Verbal warning.

(2) Written warning.

(3) Suspension.

(4) Termination.

C. Depending upon the nature of the offense, discipline may be initiated at the appropriate level. The Joint Board shall be made aware of the action initiated as outlined in this section.

(1) Verbal warning. The immediate supervisor or the Director shall issue a verbal warning as soon as possible after knowledge of the infraction. The supervisor or the Director shall notify the employee of the nature of the infraction and will offer remedial suggestions.

(2) Written warning. The Director shall issue a written warning for the repeat of the offense that was the source of verbal warning or for a more serious offense. The warning will outline the nature of the infraction and will offer remedial suggestions. A copy of the warning will be placed in the employee's personnel file.

(3) Suspension. The Director may suspend the employee without pay for recurring offense or an offense that warrants suspension. The length of the suspension shall depend upon the nature of the offense. The Director shall notify the Joint Board of the suspension within one workday of initiating the suspension. The employee shall be notified in writing, and a copy of the letter of suspension shall be placed on the employee's personnel file.

(4) Termination. The Director shall recommend to the Joint Board that the employee be terminated. The recommendation shall be made, in writing. The Joint Board will meet with the Director to discuss the recommendation. The Joint Board shall render a decision at its next regularly scheduled meeting.

(5) Disciplinary action against the Director. The Joint Board shall issue disciplinary action against the Director.

(6) Personnel may appeal disciplinary action issued by the Director to the Joint Board. Appeals must be submitted in writing to the Joint Board within 5 days of receipt of disciplinary action.

(7) The Director or the Joint Board may place an employee on paid or un-paid administrative leave as is necessary pending an internal investigation or if the employee is not fit for duty.

D. This section is subject to the provisions of the Service's FMLA and ADA policies.

E. The Service will conduct annual motor vehicle and criminal checks of all personnel. Employees as a condition of employment must sign the waiver to agree to having the results sent to the Service.<sup>3</sup>

## **§ 18. Grievance Procedure**

The grievance procedure shall be as follows:

A. Step 1. Any employee who has a grievance shall submit it first in writing to the Director in an attempt to resolve the matter. The grievance must specify the person allegedly causing the grievance; the time and place of the action being grieved; the nature of the grievance; the specific injury or loss that is claimed; and the remedy sought. The Director shall The Director will work with the personnel filing the grievance to address the issue.

B. Step 2. If the grievance is not resolved to the grievants satisfaction at Step 1, an appeal may be filed with the Joint Board in writing. All documentation presented at Step 1, along with the Step 1 decision, shall accompany the appeal to the Joint Board. The Joint Board shall hold a hearing not later than its next regularly scheduled meeting unless another schedule is agreed with the employee, and shall render a written decision at the next regularly scheduled meeting after the hearing.<sup>4</sup>

## **§ 19 Leaves of absence.**

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<sup>3</sup> Added Section E 3/19/13

<sup>4</sup> Changes made in regards to limits 3/19/13

Leaves of absence may be approved by the Director under certain circumstances. The Joint Board must be informed by the Director prior to a leave of absence being taken. The following types of leaves of absence will be allowed:

A. Military leave. Any permanent full-time or permanent part-time employee who is called to and performs short-term annual active duty for training as a member of the United States Armed Forces, Reserve or National Guard, shall be paid as provided herein for days spent performing such duty provided the employee would not otherwise be on layoff or leave of absence. In order to receive payment, an employee must give the Director and the Service prior notice of the such military duty and upon his/her return to work, furnish the Service with a statement of the military pay received for performing such pay. Payment shall be limited to a maximum of 15 working days in a calendar year. In computing the pay due the employee, if any, the payment will reflect the difference between the employee's straight time rate for the days in question and the military pay if the normal pay exceeds the military pay for the specified period. All mandated training for the service member by the United States Armed Forces will be granted and will not cost the employee/service member any of their earned time. Any non-mandated training for the service member/employee will submit a request to the Director for approval.

Employees who voluntarily or involuntarily serve in the United States armed forces or National Guard (collectively referred to as "uniformed services") will be provided with leaves of absence for such service or training in connection with such service in accordance with the federal Uniformed Services Employment and Reemployment Rights Act ("USERRA").

Military leaves of absence will be unpaid, unless otherwise required by law. You may elect to take part of, or all of, your accrued vacation time with pay during your military leave of absence, but you are not required to do so.

**Notice of Leave Request:** An employee needing time away from work for service or training in the uniformed services should make your department head aware of the need for leave as soon as the employee receives the written or verbal orders. It is requested that notice should be provided at least 30 days before the leave begins where it is at all possible to do so.

An employee's request for leave may include reasonable time off to get personal business in order prior to commencing service in the uniformed services. Reasonable time off will be decided by your department head based on a case by case basis.

**Health Coverage:** If a military leave lasts less than 31 days, the employee's health insurance will be continued and the employee will pay his/her regular contribution for the cost of health insurance. Payment for insurance with less than 31 days leave may be paid in advance or upon return through payroll deductions.

If a military leave lasts 31 days or more, then the employee's health insurance coverage will cease and the employee will be eligible to elect to continue his or her health insurance coverage at his or her own expense for up to 24 months, in accordance with USERRA. The cost for continuation coverage will be the full cost of the premium, and a 2% administrative fee may also be charged.

When the employee returns to work, he or she will be reinstated to the health insurance benefit with no waiting period, even if coverage terminated during the leave.

**Pension:** Upon reemployment the employee is treated as if there was no break in service for participating, vesting and accrual purposes. If applicable, the employee may elect to make up any missed contributions or elective deferrals, but is not required to do so.

**Reinstatement:** Employees wishing to be reinstated following military leave should promptly notify your department head of their desire to be reinstated. If the leave is for service of less than 31 days, then the employee should return to work on the first full regularly scheduled work day following completion of service, allowing for 24 hours of rest and time for safe transportation back from the service. If the service lasts 31 to 180 days, then the employee should notify the department head of the desire for reinstatement within 14 days of completing service. If the military leave lasts more than 180 days, then the employee should notify the department head of the desire for reinstatement within 90 days of completing service.

The Service will reinstate eligible employees promptly. Eligibility for reemployment will be determined with reference to USERRA and its implementing regulations. Employees seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request, the total time spent in service, and/or a statement that the reason for separation or dismissal from service is not disqualifying.

Employees cannot waive their reemployment rights in advance of being released from uniformed service.

**Disabled Service Members:** If a returning employee was disabled or a disability was aggravated during uniformed service, the Service will make reasonable accommodations and efforts to help the employee become qualified to perform the duties of his or her reemployment position.

**Statement Against Discrimination and Retaliation:** The Service will not discriminate in hiring, employment, reemployment, or any benefits of employment against any individual because of that individual's service in the United States uniformed services. The Service also will not tolerate any retaliation against any individuals because of their service in the uniformed services or their engagement in any other activities protected under USERRA.

Questions regarding this policy should be directed to the Director or the Pembroke Town Administrator.

B. Jury duty. The Service considers it a civic duty to serve on a jury if summoned. In the event an employee is called to serve as a juror, the Service agrees to pay the employee his/her normal earnings. The employee shall reimburse the Service in the amount he/she receives for performing jury duty. While serving on a jury, the employee is expected to call his/her supervisor daily to advise him/her of your status. In addition, the employee is expected to return to work during his/her regular working hours, if it is reasonably possible, when excused or released from jury duty for the day.

C. Bereavement leave. Leaves of absence with pay shall be granted to full-time and regular part-time employees when a death occurs in the employee's immediate family (spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, stepparent, niece/nephew or a blood relative or ward residing in the same household). Such leave will be granted for a period not to exceed three days. Leave of one day with pay will be granted in the event of the death of his/her sister-in-law, brother-in-law, aunt/uncle. In extenuating circumstances, the Director may extend bereavement leave.

D. Personal Leaves of Absence. The Service recognizes that due to personal circumstances, it may be necessary for an employee to request more time off than is provided under our policies. A personal leave of absence may be granted at the sole discretion of the Joint Board to employees who have exhausted their leave available under our other leave policies, including vacation, sick, personal, maternity leave and FMLA, and is normally only granted for compelling reasons.

Personal leaves of absence will be unpaid, and an employee on an unpaid personal leave of absence is not entitled to accrue any benefits, including, but not limited to, holidays, vacation time, sick leave, and personal days. However, if the leave of absence is for medical reasons, eligible employees may apply for workers' compensation or short-term disability benefits. The forms for these benefits are available from Pembroke Town Administrator.

Employees who are granted a personal leave of absence may 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 health insurance coverage by making arrangements with the Pembroke Town Administrator to pay the entire amount of the appropriate monthly premium in advance each month.

To request a personal leave of absence, please contact the Pembroke Town Administrator. You may be asked to provide a written request for the leave and/or a health care provider's certificate stating the reason for the leave and the expected date of return to work. If granted, personal leaves typically will not exceed thirty (30) days. An employee who has taken leave for medical reasons must submit a fitness for duty certificate from his or her health care provider before reinstated to work.

Requests for leave will be considered on a case-by-case basis, taking into account the Town's staffing needs and other factors. If a personal leave is granted, you may not accept other employment of any kind, including a business of your own, while you are on leave. If you are granted a personal leave of absence, you must inform us when you are able to return to work.

We will make reasonable efforts to reinstate employees returning from personal leaves to the same or similar job as held prior to the leave of absence, subject to our staffing needs and other requirements. Please understand that we cannot guarantee reinstatement from a personal leave. If the Service is not able to reinstate an employee returning from leave, the employee's employment will be terminated, and the employee will remain eligible to apply for employment in the future. If an employee fails to return to work following the expiration of the leave, the employee will be considered to have voluntarily resigned from his or her employment with the Service.

## § 20 Family and medical leave.

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 servicemember" (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 Service 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 Service employs fifty (50) or more employees or (b) work at a worksite where the Service 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-servicemember, 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 servicemembers or to care for the same servicemember 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 Service 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 Service has the right to designate any time away from work as FMLA leave. In such circumstances, the Service 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 Service 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 Service 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 Service’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 Service 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 Service 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 Service's payroll system, the employee must pay his or her portion of the premium by making arrangements with the Service.

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 Service for the cost of the premiums paid by the Service 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 Service'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 Director or the Pembroke Town Administrator.

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

If the need for leave is not foreseeable, the employee must give notice to your department head 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 all of the Service's policies regarding absences from work. Failure to provide such notice may be grounds for delaying the leave. If the employee is unable to notify the Service 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 servicemember, 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 your Director or the Pembroke Town Administrator 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 Service will not be able to determine whether you are eligible for FMLA leave and your leave will be denied. The Service 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 Service, at its expense, may require an examination by a second health care provider designated by the Service. If the second health care provider's opinion conflicts with the original medical certification, the Service, at its expense, may require a third health care provider agreed upon by the employee and the Service to conduct an examination and provide a final and binding opinion.

The Service may also require subsequent medical re-certification. Failure to provide requested re-certifications 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 servicemember with a serious illness or injury, or for a qualifying exigency, the employee must contact the Director or the Pembroke Town Administrator 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 Service. 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 Director or the Pembroke Town Administrator. The Service reserves the right to clarify and authenticate such certification.

Coordination With Maternity Leave: As stated in our Maternity leave policy, the Service 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 Service’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 Policies of the Service; Reference To FMLA And Federal Regulations: In the event of any conflicts between this policy and other Service 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 Service 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 Pembroke Town Administrator.

A. Under the provisions of the Family and Medical Leave Act of 1993, all employees who have worked for the Service for at least 12 months and have worked at least 1,250 hours during the last 12 months are eligible for family and medical leave.

B. Each qualified employee is eligible for up to 12 weeks of unpaid leave in any 12 month period. The term "any 12 month period" as used in this section shall be defined as a rolling 12 month period measured backward from the date leave use begins. Leave may be granted for:

(1) The birth and first year care of a child. In the event of maternity leave being granted under this section, a female employee may be entitled to more than 12 weeks leave, provided that there is a valid medical disability, certified by a licensed physician, which continues to exist after the 12 week leave period has expired.

(2) The adoption or foster placement of a child in the employee's home.

(3) The care of a spouse, child, parent or other family member, if the employee's presence is deemed necessary by the family member's health care provider. Certification from the health care provider must be submitted and must state that the employee is needed to provide care.

(4) The employee's own serious health condition. Serious health condition is defined as an illness, injury, impairment or physical or mental condition that requires inpatient or continuous out-patient treatment.

C. Requests for family and medical leave must be submitted in writing to the Director 30 days in advance of the start of the leave. If the need for the leave was not foreseen, notice must be provided as soon as possible after the need arises. The decision concerning the request shall be made by the Service. The Service also reserves the right to place an employee on family and medical leave status of its own volition if conditions warrant such leave, even if the leave is not requested by the employee.

D. Certification by a health care provider as defined in federal law is required for any leave based on the employee's or family member's serious health condition.

The Service reserves the right, at the Service's expense, to require a second or third opinion if there is a question about the certification provided by the employee's health care provider.

E. All employees on approved family and medical leave are expected to report any change in status in their need for such leave, or their readiness to return to work, to the Service. Any eligible employee who returns from such leave at or before the conclusion of 12 weeks will be restored to the same position of employment as held when the leave began, or be restored to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Employees returning from extended leave of absence must notify the Service at least 10 working days in advance of their projected return to work, or the end of the leave period, whichever occurs first. Employees will be allowed to return to work as soon as the Service receives certification from the employee's health care provider of the employee's ability to return to work.

F. The employee is required to substitute all available annual, personal, and holiday time for unpaid family leave or medical leave related to the employee's eligible family members. The employee is required to substitute all available sick leave time, to a maximum of three days, for unpaid medical leave related to the employee's own serious health condition or maternity leave.

G. An employee who is granted an approved family and medical leave of absence may continue his/her group health insurance coverage by arranging to pay his/her portion of the premium contribution during the period of unpaid absence. The Service will also continue to pay the premium for dental insurance. If an employee does not return to work upon completion of an approved unpaid leave of absence, the Service may recover from the employee the cost of any premiums paid to maintain the employee's health and dental insurance coverage. The Service will also continue to pay premiums for life insurance while the employee is on leave.

## **§ 21 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 Pembroke Town Administrator 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.

Employees affected by pregnancy, childbirth or related medical conditions shall be treated in the same manner as any employee affected by any other temporary disability. If an employee has exhausted all paid leave benefits (including paid vacation time) and/or is otherwise ineligible for paid leave benefits, she is still allowed to take an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth, or related medical conditions. When an employee is physically able to return to work, her original job or a comparable job will be available to her unless business necessity makes this impossible or unreasonable. Request for additional time off to bond with a new child will be considered. The Service's FMLA policy may also be applicable.

## § 22 Sick leave.

A. All full-time employees shall accrue sick leave at a rate of four hours for each calendar month of service.

B. Sick leave benefits will be for bona fide cases of sickness, accidents, doctor or dental appointments, maternity leave, and requests for the employee's presence by immediate family, doctor or clergy due to family illness or emergency.

C. When an employee goes on sick leave he/she must notify the Director immediately. Notification must be made at least 1 hour prior to the beginning of the scheduled work day. Failure to do so may result in denial of such leave pay. The employee should also let the Director know when he/she expects to return to work.

D. Sick leave shall be rounded off to the nearest half hour. When possible, sick leave should be taken in increments of no less than four hours.

E. Sick leave so granted and not used shall accrue to the credit of each such employee, up to a maximum total accumulation of 96 hours. Upon reaching the maximum accumulation of 96 hours, the employee shall be paid for 48 hours of the accumulated sick leave and shall have 48 hours of accumulated sick leave remaining. No sick leave will be given to an employee in excess of the amount earned and available to the employee. Sick leave shall not accrue during leaves of absence without pay. Employees shall not be paid unused sick leave upon involuntary termination of employment.

F. It is the responsibility of the Director or the designated supervisor to ensure the provisions of this policy are observed. Corrective action should be taken in instances of suspected abuses or misinterpretation of the utilization of sick leave. The Director will ensure that any sick leave used will be reflected with the submission of time sheets that must be filled out by the employee and approved by the Director.

G. In the event of an employee's death, all accumulated sick leave will be paid to the dependent spouse or child or the dependent's estate.

H. At time of voluntary termination of employment, an employee may be entitled to receive compensation, at his/her normal base rate, of up to 40 hours of his/her remaining unused sick leave if the employee notifies the Director in writing at least two weeks in advance of their departure date and works the remaining two weeks of employment without using sick or vacation leave. An employee who is terminated is not entitled to be paid for their accrued sick or personal leave.

## § 23 Holidays.

A. All full-time and per diem employees shall be granted the following holidays to be paid as follows: if an employee works on a scheduled holiday as part of their regular work schedule, they shall be paid their normal hourly rate for time worked plus eight hours holiday pay at their normal hourly rate. If a non-exempt employee is required to work an unscheduled holiday they shall be paid 1 1/2 times their normal hourly rate for time worked on the holiday plus eight hours holiday pay at their normal hourly rate.

B. Holidays are observed on the dates specified by the laws of the State of New Hampshire. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

C. Employees who are absent for unauthorized reasons on a day directly preceding or directly following the holiday shall forfeit pay for the holiday.

New Years Day  
Civil Rights Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving  
Day After Thanksgiving  
Christmas Day

## § 24 Personal days.

A. In addition to the official holidays recognized by the Service each year, each qualifying full-time employee is entitled to two personal days each calendar year that may be taken at any time during the year at a time approved by the Director. Personal days shall not be taken to extend regular vacation leave, but may be used for sick leave related items.

B. Employees must have a minimum of six months service before personal days may be taken.

C. Personal Days shall not accumulate from year to year and employees shall not be paid for unused personal days upon voluntary or involuntary termination of employment.

## § 25 Annual (vacation) leave.

A. Every full-time employee shall be entitled to a vacation leave, with full pay, based on the following formula:

<b>Term of Employment</b>	<b>Vacation Period</b>
1 to 4 years of completed service	80 hours (accruing at rate of 1.54 hours per week)
5 to 9 years of completed service	120 hours (accruing at rate of 2.31 hours per week)
On 10th anniversary	8 additional hours per year of service to a maximum of 200 hours

B. Employees must have successfully completed his/her probationary period and have a minimum of six months service before vacation leave is taken. The purpose of vacation leave is to provide the employee with a break from his/her annual work schedule. Therefore, the maximum number of vacation hours that may be carried over from December 31 of one year to January 1 of the next year is 80 hours. Any balance of unused vacation hours over 80 hours shall lapse and be forfeited on January 1. In cases where Service operations have made it impractical for an employee to use vacation time, the Director, with the approval of the Joint Board, may authorize accrual beyond 80 hours. If the employment relationship is terminated, the employee shall be entitled to a sum of money

equal to his/her regular compensation for any vacation hours that have accrued (but have not been forfeited) to the effective date of the employee's termination.

C. Vacation schedules shall be determined by the Director, based on seniority and other departmental priorities. All vacation should be pre-approved by the Director before the employee schedules to insure that there is adequate coverage. The Service is not responsible for reimbursement to an employee if a vacation is scheduled before approval is granted. Vacation leave slips must be filled out and turned in with payroll.

D. A paid holiday falling within a vacation is not considered as a day of vacation.

E. Employees, when eligible, shall take at least 40 consecutive hours of vacation leave. Vacation leave cannot be used as sick time. Sick time must be used for doctor, dentist or other medical appointments.

F. Employees shall not take longer than 80 hours vacation leave in succession unless approved by the Joint Board.

## **§ 26 Tuition reimbursement.**

A. Any full-time employee who has completed one year of continuous full-time employment may request tuition reimbursement for job-related courses taken at their own initiative. Reimbursement shall be subject to Service budget restrictions.

B. Employees shall complete an Educational Assistance Contract and shall make the request prior to registering for the course. The request shall be submitted to the Director outlining the institution offering the course, course content, tuition cost, benefit to employee and to the Service.

C. The Director will review the request and will submit a recommendation to the Joint Board for final approval.

D. In order to receive reimbursement, the employee must submit documentation of achieving a passing grade of A for one-hundred-percent reimbursement, B for seventy-five-percent reimbursement and C for fifty-percent reimbursement and a receipt for the tuition cost of the course.

E. Employees who voluntarily or involuntarily terminate employment within one year or less of continuous service after completion of course shall reimburse the Service for 50% of all tuition monies received.

## § 27 Workers' compensation.

A. The Service shall provide and pay for Workers' Compensation insurance for all employees, regardless of their classification.

B. Employees must report all injuries received while on duty to the department head or immediate supervisor as soon as possible after the occurrence.

C. It shall be the responsibility of the Director to complete an accident report form (Form 8-WC Employer's First Report of Occupational Injury) within 24 hours after becoming aware of an employee's injury.

D. Any employee who is out on a work-related disability whether for the Service or another of their employer's, may not perform work for the service until they submit to the Director a doctor's note stating that they can work with a listing of their limitations if any.

E. In compliance with NH RSA 281-A: 23-b., the Service will be providing temporary alternate duty (TAD) work opportunities to all employees disabled by a work related injury or illness. As soon as the employee's treating physician has released the employee to lighter duties than the employee's current position requires, subsequent to the injury or illness. An employee will be called upon to return to employment in a temporary alternate position. Such reassignment may be to different duties or a different work schedule and may include assignment to a different position with the employee's department or to a different department. This policy is not intended to address those situations where an employee has been deemed to be permanently disabled from resuming their previous position. The procedures for temporary alternate duty are as follows:

(1) The injured employee will pick up a copy of his/her current job description from the coordinator of the TAD program while reporting the injury. If the nature of the injury is such that emergency need for care precludes stopping to pick up the description, the employee shall as soon as practically possible call the TAD coordinator to request that a position description be mailed to the treating physician.

(2) The employee shall have the treating physician complete a New Hampshire Workers Compensation Medical Form (75 WCA-1) based on the findings during the initial examination. The employee shall return the completed Medical Form to the TAD coordinator immediately after seeking medical care.

(3) The TAD coordinator will work with the employee, workers' compensation representative and the employee's department head to facilitate a safe return to work program.

(4) The TAD coordinator or department head may contact the treating physician if additional information is necessary.

(5) After each subsequent office visit, the employee shall have the physician complete an updated 75 WCA-1 Workers Compensation Medical Form and the employee shall submit the updated form to the TAD coordinator.

(6) Additional modifications will be made to the return to work program as required. The TAD coordinator reviews the appropriateness of continuing the program or duty assignments.

<p>Steps (3) through (6) 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. Pending promulgation of regulations by the NH Department of Labor, the TAD program shall be available for a maximum duration of 12 weeks or until the injured employee has received medical clearance to return to work, whichever occurs first. Employees will be paid at the employee's regular rate of pay while performing duties under the TAD program.</p>	

**§ 28 Life insurance.**

A. The Service shall select a carrier to provide life insurance for its Full time employees.

B. A copy of the life insurance policy shall be provided to each qualified and covered employee.

**§ 29 Disability insurance.**

A. The Service shall select a carrier to provide short-term disability insurance for its Full time employees.

B. A copy of the disability insurance policy shall be provided to each qualified and covered employee.

### **§ 30 Health insurance.**

A. The Service shall select a carrier to provide health insurance coverage for its Full time employees and qualified member dependents.

B. A copy of the insurance policy shall be provided to each qualified and covered employee.

C. Employees who elect not to take health insurance will be reimbursed 10% of the Service's cost for their health care coverage. In order to qualify for the 10% reimbursement, the employee must show proof of coverage from another source. The reimbursement shall be paid each pay period as part of your wages and subjected to IRS regulations. Any employee who qualifies will get the reimbursement from the date that the verifying information is received by Finance. The reimbursement will not be retro-active for the months not submitted.

### **§ 31 Travel expenses.**

The Service will reimburse employees for reasonable and necessary expenditures made by employees while on official business or attending pre-approved training and educational seminars. Employees who utilize their personal vehicles for travel will be reimbursed at the current IRS rate per mile. Whenever possible the Service encourages employees to utilize Service vehicles for travel and to minimize trips by coordinating with other departments or carpooling.

### **§ 32 Conflict of interest.**

A. Employees should avoid situations that may cause their interests to conflict with the Service or might compromise the Service's integrity and reputation. A conflict, or the appearance of one, occurs when the employee or an immediate family member uses an employee's position at the Service for personal benefit through an investment, association or business relationship that interferes with

the employee's ability to exercise independent judgment on behalf of the Service. An example would be having a financial interest in or moonlighting with, any company that is a customer or supplier that could be subject to any proposal or permit arising from the employee's official duties.

B. All employees holding or considering second jobs shall notify their supervisor in order to allow the supervisor to be aware that the job will not create a conflict of interest or interfere with the performance of the employee's job functions, duties and responsibilities.

C. Employees shall not accept gifts that exceed \$25 in value from salespeople, vendors, suppliers or any other type of solicitor. Also, before accepting any gift from an outside entity, employees shall notify his/her supervisor.

D. Employees with any questions regarding whether a certain situation creates a conflict of interest should discuss them with their supervisor prior to engaging in any activity or conduct that may violate this policy, as violations may lead to disciplinary action, up to and including termination.

### **§ 33 Smoking policy.**

A. In order to accommodate employees, visitors, and vendors interests the Service is committed to providing a safe, healthy, and smoke-free work environment. Consistent with state law, the Service has declared a no smoking policy within our buildings and in or on Service vehicles, except in designated smoking areas. Designated smoking areas will be properly posted and enforced by the Director. Employees may smoke only during authorized breaks and in designated areas. If an employee fails to comply with these rules, the employee shall be subject to disciplinary action, up to and including termination. This paragraph is intended to provide general guidance to employees and employees shall observe the more specific requirements of the Service Standard Operating Procedures.

### **§ 34 Dress code.**

Employees are expected to report to work with a professional and neat appearance. Employees are therefore required to dress in attire safe and appropriate for their positions. Work clothing worn by employees must not be torn, soiled or stained and must meet safety requirements. Clothing shall not

contain inappropriate language or graphics and shall not expose midriff. Some of the types of clothing considered to be unprofessional or unacceptable, include, but are not limited to: workout gear, beach type sandals, tee shirts, micro-miniskirts, low-rise pants, and other types of casual, suggestive or revealing clothing. Please use good judgment in your choice of work clothes and hygiene and remember to conduct yourself at all times in a way that best represents you and the Service. Any questions regarding appropriate dress for your department should be addressed to your supervisor. This paragraph is intended to provide general guidance to employees and employees shall observe the more specific requirements of the Service Standard Operating Procedures.

**§ 35 Longevity incentive.**

The Joint Board may award longevity incentives to those full -time employees who have devoted years of service to the Service. If awarded, the longevity incentive shall be awarded on a one-time, lump sum basis for the anniversary dates and in the amounts listed below. The amount of the longevity bonus will not be added to the employee's base pay. The longevity incentive shall be paid in the payroll period that includes the employee's applicable anniversary date of hire.

<b>YEARS OF TOTAL SERVICE</b>	<b>LONGEVITY AWARD</b>
5 years of continuous service	\$100
10 years of continuous service	\$200
15 years of continuous service	\$300
20 years of continuous service	\$400
25 years of continuous service	\$500

**§ 36 Separation from employment.**

Employees who decide to resign from employment with the Service should notify the Director in writing at least two weeks in advance of their departure date. Failure to provide the Service with two weeks notice may result in ineligibility of certain benefits. All employees who terminate their employment will be asked to

participate in an exit interview as determined by the Joint Board. The purpose of the exit interview is to discuss any relevant separation benefits and benefit continuation, and to receive feedback on ways in which our Service can improve operations and retention of employees.

### **§ 37 Seat belt policy.**

The Service recognizes that seat belts are effective in preventing injuries and loss of life. Seat belts shall always be used by drivers and passengers while operating or riding in a Service vehicle. This paragraph is intended to provide general guidance to employees and employees shall observe the more specific requirements of the Service Standard Operating Procedures.

### **§ 38 Compensation.**

A. Each employment position is assigned to a pay grade on the Service's salary and wage schedule. Employees shall be paid within the limits of the pay range applicable to the pay grade to which their positions are assigned.

B. New employees will normally start employment at the minimum level of the applicable pay range. However, an exception can be made where the new employee's training, education and/or experience warrants a higher starting compensation, or when the prevailing market conditions require higher starting compensation.

C. Merit pay increases are contingent on the outcome of the annual performance evaluation.

D. Cost-of-living increases may be awarded at such times and amounts as authorized by the Joint Board.

### **§ 39 Probationary period.**

Appointment of all personnel for Service employment shall in the first instance be made for a probationary period of six months. A performance evaluation will be performed at the end of the probationary period. A probationary employee may be dismissed without notice and does not have recourse to the grievance

procedure. A probationary period may be extended for an additional period by the Joint Board if it determines that a longer period of evaluation is necessary.

#### **§ 40 Use of Service Owned equipment.**

It is expressly forbidden for a member of the service, whether they are Full Time, Per Diem, or Volunteer to use service Vehicles, equipment, or supplies for their own personal use. Any violation of this section of the policy is grounds for discipline, which may include termination.

Service owned equipment or equipment under the control of the Service that is assigned to an employee must be signed for. An inventory of all Service owed equipment must be maintained by the Director. Equipment assigned to individuals must be signed for on Service issued forms.