PERSONNEL POLICIES AND PROCEDURES MANUAL FOR Allenstown, New Hampshire

This document supersedes all personnel policies previously established or approved by Allenstown, New Hampshire.

By the Select Board: _____
Jason Tardiff, Chair

A true copy. Attest: _____
Kathleen Rogers, Town Clerk
Gina Baldasaro, Deputy Town Clerk

WELCOME TO Allenstown, New Hampshire!

Starting a new job is exciting, but at times can be overwhelming. This Personnel Policy and Procedures Manual has been developed to help you get acquainted and answer many of your initial questions.

As an employee of the Allenstown, New Hampshire, the importance of your contribution cannot be overstated. Our goal is to provide residents with the finest and most efficient service possible. You are an important part of this process.

This Personnel Policy and Procedures Manual explains our personnel policies and benefits. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you in your capacity as an employee, you should address your specific questions to your department head.

On behalf of the Select Board and the people of Allenstown, I am glad you have joined us, and I hope you will find your work to be both challenging and rewarding.

Sincerely,

Shaun Mulholland,
Town Administrator

ABOUT THIS MANUAL

The policies outlined in this Manual should be regarded as guidelines only, which may require changing from time to time. Allenstown retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Town of Allenstown. This Manual supersedes and replaces any and all prior Manuals, policies, procedures, and practices of the Town of Allenstown; provided, however, that the policies of the Allenstown Police Department that may otherwise conflict with this policy shall nevertheless apply to police personnel.

This Manual also summarizes the current benefit plans maintained by the Town of Allenstown for eligible employees. If any questions arise regarding the implementation or interpretation of any benefit plan, the terms and conditions of the actual plan documents and summary plan descriptions will control rather than the summaries contained in this Manual. The Manual (and other plan documents) are not contractual in nature and do not guarantee any continuance of benefits.

This Manual is not, and should not be construed as an express or implied contract and does not modify any existing at-will status of any Allenstown employee. It is not intended to create any due process protections or requirements in excess of federal or state constitutional or statutory requirements, nor does it guarantee any fixed terms and conditions of employment and/or benefits. Employment at-will means that employees are free to resign from their employment at any time, with or without cause or notice, and the Town of Allenstown has similar rights and can terminate the employment relationship at any time, with or without cause or notice, except as provided by law.

Please also be aware that the Allenstown reserves the right to change, revise, or eliminate any of the policies, procedures, or benefits described in this Manual at any time, in its sole discretion. If and when provisions are changed, you will be given replacement pages for those that have become outdated. A copy is also available at Town Hall.

RECEIPT AND ACKNOWLEDGMENT OF PERSONNEL POLICIES AND PROCEDURES MANUAL

This Personnel Policy and Procedures Manual is an important document intended to help you become acquainted with Allenstown. This Manual will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention.

Please read the following statements and sign below to indicate your receipt and acknowledgment of the Manual.

- I have received a copy and understand that it is my obligation to read the Personnel Policies and Procedures Manual. I understand that the policies described in the Manual are subject to change at the Town of Allenstown's sole discretion at any time. I understand that this Manual supersedes and replaces all other previous manuals and personnel policies for Allenstown.

- I acknowledge that I have the right to terminate my employment with the Town at any time without notice. In turn, I acknowledge that the Town has the right to terminate my employment in its sole discretion, subject to any statutory or federal or state constitutional requirements.

- I am aware that the descriptions of benefits in this Manual are not contractual in nature and do not guarantee any continuance of said benefits.

- I am aware that during the course of my employment, confidential information may be made available to me. I understand that this confidential information must not be given out or used outside of Town premises or with non-Allenstown employees, except as required by law.

- I understand that my signature below indicates that I have read and understand the above statements and have received a copy of the Personnel Policies and Procedures Manual.

_____
Employee's Name **(please print)**

Date: _____

_____
Employee's Signature

TABLE OF CONTENTS

I. GENERAL PROVISIONS **9**

OUR WORKPLACE 9

EQUAL EMPLOYMENT OPPORTUNITY AND POLICY AGAINST HARASSMENT* 9

SEXUAL HARASSMENT POLICY* 11

REPORTING PROCEDURE FOR SEXUAL AND OTHER UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION * 13

THE AMERICANS WITH DISABILITIES ACT* 13

II. EMPLOYEE CLASSIFICATIONS **17**

EMPLOYMENT AT-WILL 17

EMPLOYMENT CLASSIFICATIONS* 17

PROBATIONARY PERIOD 18

III. COMPENSATION AND HOURS OF WORK **19**

REPORTING OF TIME WORKED 19

PAY/PAY PERIODS* 19

WORK WEEK/HOURS OF WORK 19

PAYROLL DEDUCTIONS* 19

REIMBURSABLE EXPENSES* 21

OVERTIME* 22

BREAKS AND MEAL PERIODS* 22

TIME AWAY FROM WORK AND OTHER LEAVE BENEFITS. 22

HOLIDAYS 22

VACATION 23

PERSONAL DAYS 24

SICK LEAVE 25

FAMILY AND MEDICAL LEAVE 26

MATERNITY LEAVE* 31

PERSONAL LEAVE OF ABSENCE 32

MILITARY LEAVE* 33

BEREAVEMENT LEAVE 34

JURY DUTY/WITNESS LEAVE* 35

LEAVE OF ABSENCE FOR VICTIMS OF CRIME* 35

MEDICAL BENEFIT PLAN 36

RETIREE PARTICIPATION IN THE MEDICAL BENEFITS PLAN 36

DENTAL PLAN 37

LIFE INSURANCE 37

RETIREMENT PLAN 37

SHORT-TERM AND LONG-TERM DISABILITY 37

COBRA* 37

WORKERS' COMPENSATION INSURANCE AND REPORTING WORKPLACE INJURIES* 38

TEMPORARY ALTERNATIVE DUTY POLICY 38

UNEMPLOYMENT INSURANCE* 39

SOCIAL SECURITY* 39

V. ON THE JOB 40

ATTENDANCE 40

CONFIDENTIALITY 40

COMPUTER USE AND COMMUNICATIONS EQUIPMENT POLICY 41

PERSONAL DRESS 44

INCLEMENT WEATHER 44

SOLICITATION AND DISTRIBUTION 45

PARKING FACILITIES 45

MOTOR VEHICLE VIOLATIONS 45

OPERATION OF TOWN OWNED VEHICLES AND USE OF PERSONALLY OWNED VEHICLS FOR TOWN BUSINESS 46

ALLENSTOWN SECURITY 47

CONFLICT OF INTEREST 47

POLICY AGAINST NEPOTISM 47

SUGGESTIONS AND IDEAS 48

STANDARDS OF CONDUCT 48

DISCIPLINE 50

VOLUNTARY DISPUTE RESOLUTION PROCEDURE 53

PERSONNEL RECORDS* 53

PROMOTIONS, TRANSFERS & JOB POSTINGS 54

VI. EMPLOYMENT SAFETY AND HEALTH 54

HEALTH & SAFETY PROGRAM* 54

SAFETY COMMITTEE* 55

WORKPLACE VIOLENCE 55

ALCOHOL AND DRUG POLICY 56

SMOKING POLICY* 57

WORKPLACE SEARCHES 58

VII. SEPARATION FROM EMPLOYMENT **58**

REQUESTED NOTICE OF DECISION TO TERMINATE EMPLOYMENT 58

EXIT INTERVIEWS 58

VIII. ADDITIONAL POLICIES, FORMS, AND GUIDELINES **58**

COMPENSATION SYSTEM 58

PERFORMANCE EVALUATION 58

REQUEST FOR FAMILY/MEDICAL LEAVE OF ABSENCE 68

NOTICE OF ELIGIBILITY & RIGHTS & RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT 69

DESIGNATION NOTICE UNDER THE FAMILY AND MEDICAL LEAVE ACT73

CERTIFICATION OF HEALTH CARE PROVIDER FOR EMPLOYEE'S SERIOUS HEALTH CONDITION 75

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER: 77

CERTIFICATION OF HEALTH CARE PROVIDER FOR FAMILY MEMBER'S SERIOUS HEALTH CONDITION 80

CERTIFICATION OF QUALIFYING EXIGENCY FOR MILITARY FAMILY LEAVE (FAMILY AND MEDICAL LEAVE ACT) 85

CERTIFICATION FOR SERIOUS INJURY OR ILLNESS OF COVERED SERVICEMEMBER- FOR MILITARY FAMILY LEAVE (FAMILY AND MEDICAL LEAVE ACT) 89

PERSONNEL FILE REQUEST 94

CHECKLIST FOR INTERNATIONAL INVESTIGATION OF SEXUAL HARASSMENT COMPLAIN, INCLUDING DOCUMENTATION OF INVESTIGATION 95

DISCIPLINARY/COUNSELING NOTICE 101

SUPERVISOR'S PRE-DISMISSAL CHECKLIST 103

ARTICLE ONE: GENERAL PROVISIONS

1.01 OUR WORKPLACE

As you review this Manual, you will notice that terms such as "workplace" and "premises" appear in many of Allenstown's policies. For most employers, such terms encompass the buildings and surrounding property that they own or lease. However, the nature of our work as a municipality requires that our use of these terms have a broader definition. Accordingly, whenever our "workplace" or "premises" is discussed in this Manual, please understand that we are discussing not only Allenstown buildings, facilities and properties, but also any remote job site to which you may be assigned to work and any vehicle you may be traveling in or using for Town related business.

1.02 EQUAL EMPLOYMENT OPPORTUNITY AND POLICY AGAINST HARASSMENT

A. Allenstown is committed to a policy of equal employment opportunity to all persons based on individual merit, competence and need. The Town will not discriminate against employees or applicants for employment based on any legally-protected status, including, but not limited to: veteran or military status, marital status, physical or mental disability, age, race, color, religion, sex, sexual orientation, pregnancy, national origin, genetic information or ancestry. There are certain non-merit characteristics for which it is strictly prohibited to illegally discriminate against any individual with respect to his/her recruitment, examination, appointment, compensation, retention, fringe benefits, upgrading, training and transfer opportunities, or any phase of employment. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, benefits and training.

B. Harassment is unwelcome verbal, non-verbal, and/or physical conduct, which is based upon characteristics referred to in the above paragraph when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of employment; or

2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or

3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

In support of our commitment to equal employment opportunities, Allenstown prohibits harassment of one employee by another employee or supervisor on any of the bases discussed above. Any employee who harasses another employee, citizen, or visitor on any of the bases discussed above will be subject to discipline, up to and including discharge.

C. The Town defines harassment as follows:

Harassment is verbal and physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, sex, pregnancy, national origin, ancestry, age, religion, disability, marital status, sexual orientation or veteran status, or that of his or her relatives, friends, or associates, and that: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

It is not possible to list all of the circumstances and behaviors that may constitute unlawful harassment in violation of Allenstown policy. However, the following are some examples of conduct which may constitute harassment:

- epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that are based on or that relate to race, color, religion, gender, national origin, ancestry, pregnancy, age, disability, sexual orientation, marital status, or veteran status; and

- written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, gender, religion, marital status, pregnancy, national origin, ancestry, age, disability, sexual orientation or veteran status.

The Town prohibits all of the activities discussed above, whether engaged in by a supervisor, agent, employee, co-worker, or non-employee (such as a vendor) who is on our premises or who comes in contact with our employees. Any supervisor or employee who harasses or discriminates against another employee or non-employee on any basis discussed above will be subject to discipline, up to and including termination of employment.

If you experience or witness what you believe may be harassment and/or discrimination in violation of this policy, you should report the incident in accordance with the Reporting Procedure contained in this Manual. The matter will be promptly investigated and appropriate action will be taken, depending on the nature and severity of any proven incident.

Retaliation against an employee who complains in good faith about harassment and/or discrimination or who participates in good faith in an investigation of a complaint is a violation of this policy. Retaliation is a form of unlawful harassment and will be handled in the same

manner as other forms of harassment. 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.

1.03 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 Allenstown. 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.

1.04 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.

A. If you believe that you have experienced sexual or other unlawful harassment, discrimination or retaliation, you should report the incident immediately to the department head or the Town Administrator.

B. Supervisors and managers who become 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.

C. 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.

D. 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.

1.05 THE AMERICANS WITH DISABILITIES ACT

A. 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.

B. Please notify 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.

C. The following definitions apply to issues arising under the Americans with Disabilities Act.

1. Disability. The term "disability" means, with respect to an individual

   a. a physical or mental impairment that substantially limits one or more major life activities of such individual;

   b. a record of such an impairment; or

   c. being regarded as having such an impairment.

2. Major life activities

   a. In general. Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working;

   b. Major bodily functions. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

3. Regarded as having such an impairment

   a. An individual meets the requirement of "being regarded as having such an impairment" if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

4. The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures such as:

   a. medication, medical supplies, equipment, or appliances, low-vision device (which do not include ordinary eyeglasses or contact lenses), prosthetics including limbs and devices, hearing aids and cochlear implants or other

implantable hearing devices, mobility devices, or oxygen therapy equipment and supplies;

b. use of assistive technology;

c. reasonable accommodations or auxiliary aids or services; or

d. learned behavioral or adaptive neurological modifications.

5. The ameliorative effects of the mitigating measures of ordinary eyeglasses or contact lenses shall be considered in determining whether an impairment substantially limits a major life activity.

   a. As used in this subparagraph:

      i. the term "ordinary eyeglasses or contact lenses" means lenses that are intended to fully correct visual acuity or eliminate refractive error; and

      ii. the term "low-vision devices" means devices that magnify, enhance, or otherwise augment a visual image.

6. Employee. The term "employee" means an individual employed by an employer. With respect to employment in a foreign country, such term includes an individual who is a citizen of the United States.

7. Employer:

   a. In general. The term "employer" means a person engaged in an industry affecting commerce who has 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year, and any agent of such person, except that, for two years following the effective date of this subchapter, an employer means a person engaged in an industry affecting commerce who has 25 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding year, and any agent of such person.

   b. Exceptions. The term "employer" does not include

      i. the United States, a corporation wholly owned by the government of the United States, or an Indian tribe; or

      ii. a bona fide private membership club (other than a labor organization) that is except from taxation under section 501(c) of title 26.

8. Discrimination

a. General rule. No covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

b. The term "discriminate against a qualified individual on the basis of disability" includes:

i. limiting, segregating, or classifying a job applicant or employee in a way that adversely affects the opportunities or status of such applicant or employee because of the disability of such applicant or employee;

ii. participating in a contractual or other arrangement or relationship that has the effect of subjecting a covered entity's qualified applicant or employee with a disability to the word discrimination prohibited by this subchapter (such relationship includes a relationship with an employment or referral agency, labor union, an organization providing fringe benefits to an employee of the covered entity, or an organization providing training and apprenticeship programs);

iii. utilizing standards, criteria, or methods or administration

1. that have the effect of discrimination on the basis of disability;

2. that perpetuates the discrimination of others who are subject to common administrative control;

iv. excluding or otherwise denying equal jobs or benefits to a qualified individual because of the known disability of an individual with whom the qualified individuals is known to have a relationship or association;

v. not making reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless such covered entity can demonstrate that the accommodation would impose an undue hardship on the operation of the business of such covered entity; or

vi. denying employment opportunities to a job applicant or employee who is an otherwise qualified individual with a disability, if such denial is based on the need of such covered entity to make reasonable accommodation to the physical or mental impairments of the employee or applicant;

vii. using qualification standards, employment tests or other selection criteria that screen out or tend to screen out an individual with a disability or a class of individuals with disabilities unless the standard, test or other selection criteria, as used by the covered entity, is shown to be job-related for the position in question and is consistent with business necessity; and

viii. failing to select and administer tests concerning employment in the most effective manner to ensure that, when such test is administered to a job applicant or employee who has a disability that impairs sensory, manual, or speaking skills, such test results accurately reflect the skills, aptitude, or whatever other factor of such applicant or employee that such test purports to measure, rather than reflecting the impaired sensory, manual, or speaking skills of such employee or applicant (except where such skills are the factors that the test purports to measure).

1.06 EMPLOYEE CLASSIFICATIONS

A. EMPLOYMENT AT-WILL

Unless otherwise provided or unless set forth by statute, Town employees are considered to be employees at-will. Employment at-will status enables both the Town and the employee to terminate the employment relationship with or without cause or notice, at any time, for no reason or for any reason not prohibited by law. Neither the policies contained in this Manual, nor any other written or verbal communication by a supervisor or official, are intended to change the at-will relationship or create a contract of employment.

B. EMPLOYMENT CLASSIFICATIONS

1. At the time that you are hired, you are classified as full-time, part-time, or temporary and are informed as to whether you qualify for overtime pay. Unless otherwise specified in this Manual or as required by law, the benefits described in this Manual apply only to full-time employees. All other policies described in this Manual apply to all employees, with the exception of certain wage, salary and time off limitations. If you are unsure of which job classification into which your position fits, please ask your department head or the Town Administrator.

2. Employees are categorized as follows:

   a. FULL-TIME EMPLOYEES: Individuals who are regularly scheduled to work 35 or more hours per week.

   b. PART-TIME EMPLOYEES: Individuals who are regularly scheduled to work less than 35 hours per week.

   c. TEMPORARY EMPLOYEES: Individuals who are hired for specific periods of time or for the completion of a specific project. Temporary employees are not eligible for benefits described in this Manual except to the extent required by state or federal law.

   d. NON-EXEMPT AND EXEMPT EMPLOYEES: All employees will be classified as either "exempt" or "non-exempt." Exempt employees are paid on a salary basis and their duties and responsibilities allow them to be considered exempt from the overtime requirements of the Fair Labor Standards Act ("FLSA"). Therefore, these employees are not eligible to receive overtime pay. Non-exempt employees do not meet the requirements necessary to be considered exempt from the overtime provisions of the FLSA. Therefore, these employees are eligible for overtime pay in accordance with the FLSA and Town policy.

3. Upon hiring, employees are told whether they are classified as exempt or non-exempt from the overtime provisions of the FLSA. If you have questions about whether you are classified as exempt or non-exempt under the FLSA, please contact your department head or the Town Administrator.

C. PROBATIONARY PERIOD

All new employees will be required to successfully complete a probationary period, commencing on the first day of employment. The probationary period will normally be six (6) months in duration, and may be extended for an additional six (6) months period by the Town. (The probationary period for police officers is twelve (12) months).

The department head shall meet with each new employee at the conclusion of the probationary period to review the employee's performance. Where appropriate, the department head will offer remedial suggestions for improvement.

All employees who have been promoted to new positions shall be required to complete a three (3) month probationary period in the new position before the promotion is considered to be fully approved.

The probationary period outlined in this section shall not apply to the position of Chief of Police.

1.07 COMPENSATION AND HOURS OF WORK

A. REPORTING OF TIME WORKED

It is important that your time be accurately reported so that you are compensated for the hours that you work. You may be required to complete time sheets or to punch a time clock. No one is authorized to punch a time clock on your behalf, and falsification of time records could lead to disciplinary action, up to and including termination from employment. Your supervisor will provide you with details concerning your obligation to report all time you have worked. All full and part time employees are required to correctly record their hours worked each day. Time sheets must accurately record the actual hours worked on any given day. This requirement also applies to exempt employees. Stipend employees are not required to complete time sheets.

B. PAY/PAY PERIODS

Employees are paid every two weeks Thursdays for all hours worked during the calendar preceding pay period. Please review your paycheck for errors. If you find a mistake, report it to your department head or the Town Administrator immediately. Paychecks will be distributed only to you.

C. WORK WEEK/HOURS OF WORK

The Town's work week begins on Sunday at 12:00 a.m. (midnight) and ends on Saturday at 11:59 p.m. Because of the nature of our business, your work schedule may vary depending on your job and department. When hired, your department head or the Town Administrator will inform you of your hours of work.

D. PAYROLL DEDUCTIONS

1. 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 voluntary contributions to a retirement plan. 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.

2. 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. Please 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.

3. Questions Regarding Paychecks and Deductions

If you have any questions or concerns about your paycheck or any deductions from your pay, please contact your department head or the Town Administrator 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 Chair of the Select Board.

Questions and concerns regarding pay and deductions will be investigated and addressed promptly. If there has been an error, such as a deduction made in error, the employee will

receive a 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.

E. REIMBURSABLE EXPENSES*

With prior approval by your department head, legitimate expenses will be reimbursed by the Town to the employee. The employee must submit receipts in order to be reimbursed. Reimbursement may be in the form of petty cash, an addition to a paycheck, or a separate check. See your department head with any questions as to whether and what expenses may be reimbursed.

Employees will be reimbursed for mileage expenses when they utilize their personally owned vehicle for Town business. Approval must be obtained in advance by the employee's department head. In the case of department heads approval must be obtained by the Board of Selectmen. Employees will be reimbursed for mileage based on the GSA rate at the time of travel. Employees will also be reimbursed for tolls and parking fees when receipts are submitted to the Town Administrator.

Employees will be reimbursed for lodging and travel expenses for the actual amounts when receipts are submitted. Employees must ask for government rates where applicable for lodging. The Town will only reimburse for actual lodging expense for a regular room rate. Phone expenses, room service or other expenses will not be reimbursed by the Town. The Town will only reimburse for bus, train or air travel expense for a coach or economy class ticket. Additional luggage fees will be reimbursed as well as the cost of travel to and from the bus terminal, train station or airport when receipts are submitted.

Employees will receive per diem rates for food (one meal) when they are required conduct business outside of the town for a minimum period of 8 work hours in any given day. Employees who are required to lodge overnight on town business are eligible for the full per diem rate for three meals. Per diem rates are based on the GSA rate for the area in which the employee is conducting town business. Employees must obtain permission from their respective department head in advance for approval for reimbursement of these expenses. Department heads must obtain approval from the Board of Selectmen to be reimbursed for their respective expenses.

Meal reimbursement is only available when other meals are not provided. The purpose of this policy is to ensure that employees are not paying for meals out of pocket.

F. OVERTIME

From time to time, it may be necessary for you to perform overtime work. All overtime must be approved in advance by department head. Except in the event of an emergency, the Town will attempt to provide you with advance notice of the necessity for overtime work. Most non-exempt employees, with the exception of certain law enforcement and fire protection employees, are entitled to be paid one and one-half (1-1/2) times their regular rate of pay for all time worked in excess of forty (40) hours per week. Sick days, holidays, vacation time, leaves of absences, personal days and other time off benefits are not counted as "time worked" for purposes of overtime. You will be advised when you are hired if you are entitled to overtime pay.

Town employees engaged in law enforcement activities will be paid overtime at the rate of one and one-half times their regular rates of pay for all time worked in excess of forty-three (43) hours worked in the seven (7) day work period. Town employees engaged in fire protection activities will be entitled to overtime pay at the rate of one and one-half times their regular rates of pay for all hours worked in excess of fifty-three (53) hours in the seven (7) day work period. The Select Board may approve alternate calculations of overtime for periods that are authorized in accordance with the Fair Labor Standards Act for law enforcement and fire personnel.

G. BREAKS AND MEAL PERIODS

Generally, all Town employees will be provided with a thirty (30) minute meal period/break 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.

H. TIME AWAY FROM WORK AND OTHER LEAVE BENEFITS.

1. HOLIDAYS

Full-time and part-time employees are entitled to the paid holidays listed below, provided that the employee normally works on that day and provided that the employee works his or her assigned day preceding and following the holiday. For hourly employees, holiday pay will be paid at the straight time hourly rate and will be pro-rated for employees that regularly work fewer than eight (8) hours on that day. Temporary employees are not entitled to paid holidays.

Some employees may be required to work on holidays. Employees who are required to work on a holiday may take a floating holiday. The floating holiday must be scheduled at least one week in advance and approved by your department head. Police Officers paid on an hourly basis shall be paid an additional eight (8) hours of straight time for each holiday which will be calculated for the actual day of the holiday.

Holidays:	
New Year's Day	(January 1)
Martin Luther King Day	(3rd Monday of January)
President's Day	(3rd Monday of February)
Memorial Day	(Last Monday of May)
Independence Day	(July 4)
Labor Day	(1st Monday in September
Columbus Day	(2nd Monday of October)
Veterans' Day	(November 11)
Thanksgiving Day	(4th Thursday in November)
Thanksgiving Friday	
Christmas Day	

All holidays will be observed on the day designated by the Federal Government; provided, however, that if a holiday falls on a Friday and the Town Hall is closed, then the holiday will be observed on the preceding Thursday.

2. VACATION

Vacation is a time for you to rest, relax, and pursue special interests. The Town provides paid vacation as one of the many ways in which we show our appreciation for your hard work and continued service.

Full-time and part-time employees are eligible for paid vacation. Temporary employees are not entitled to paid vacation time.

Vacation time is granted to eligible employees based upon length of service and anniversary date. If there is a break in service, eligibility for vacation will be based on the employee's most recent hire date.

No part of an employee's scheduled vacation may be converted to sick leave. If illness or injury occurs during a vacation, sick leave benefits will not begin until the employee is scheduled to return to work.

Vacation pay for a full week will be paid based on the normal straight time scheduled hours; i.e., if someone normally is scheduled for forty (40) hours per week, their vacation pay will be for forty (40) hours for each full week requested, and anyone normally scheduled for thirty-five (35) hours will be paid thirty-five (35) hours for each full week requested. If requested, an employee shall be paid his or her vacation pay before starting his or her vacation provided that such vacation pay is scheduled at least two (2) weeks in advance; otherwise, the employee shall be paid his or her vacation pay upon return from vacation.

Vacation is earned during the calendar year and is accrued according to the following schedule:

Years of Continuous Service	Vacation Time
First Year after 6 months	5 days
Year 2-5	10 days
Year 5-15	15 days
Year 15-20	20 days
After Year 20	25 days

Vacation time shall be accrued on the following schedule;

First Year	.416 days per month
Year 2-5	.833 days per month
Year 5-15	1.25 days per month
Year 15-20	1.66 days per month
After year 20	2.08 days per month

A part-time employee will be paid for vacation time on a pro-rated basis in accordance with his/her regular hours of work. For instance, if a part-time employee regularly works five (5) hours per day, then the part-time employee will only be entitled five (5) hours of pay when he/she takes a vacation day.

You are expected to take your vacation during the year in which it is earned. Vacation time may be taken in full day or half day increments. The Town will not pay employees for unused, accrued vacation time at the end of the year. Vacation time may be carried over and accumulated to a maximum of thirty (30) days in subsequent years. An employee will not be paid accrued, unused vacation pay upon termination from employment unless the employee has been actively employed for at least six (6) months prior to the termination and: (1) in the event of resignation or retirement, the employee has given two (2) weeks' notice of his/her intent to resign or retire; or (2) in the event of involuntary discharge, the termination was not "for cause," as determined by the Town.

An employee will not accrue any vacation time for those pay periods in which the employee is entitled to no wages, unless required under law. Generally, this will occur when the employee is on unpaid leave, such as FMLA leave.

All employees must submit requests for vacation time to their department head through the electronic payroll system. Requests should be submitted at least two weeks in advance of the requested vacation dates. Vacation may be taken only if the request is approved by your department head. Department heads must notify the Town Administrator when they plan to use a vacation day.

3. PERSONAL DAYS

The Town will provide two (2) paid personal days each to all full-time and part-time employees. Temporary employees are not entitled to any paid personal days. A part-time employee will be paid for personal days on a pro-rated basis in accordance with his/her regular hours of work. Personal days may not be carried over from year to year, and employees will not be paid for personal days not taken either during the year upon separation from employment. All personal days must be approved in advance by your department head. Department heads must notify the Town Administrator when they plan to use a Personal Day. Personal days may be taken in half day or full day increments.

4. SICK LEAVE

The Town provides paid sick days to all full-time and part-time employees. Temporary employees are not entitled to any paid sick days. Sick time must be used in half day increments, and employees will be paid at the normal straight time rate for the number of hours the employee was scheduled to work. Sick pay may not exceed the employee's regular workday and/or workweek hours.

Sick leave accrues at the rate of six (6) days per year, up to a maximum of thirty (30) days. Accrual commences on the date of hire, but cannot be taken during the first ninety (90) days of employment (probationary period). A part-time employee will be paid for sick days on a pro-rated basis in accordance with his/her regular hours of work.

Sick days are to be used for absences due to illness of the employee. Sick Leave may also be granted for the employee's bodily injury, illness or injury of the employee's child, or spouse, and appointments with a physicians, dentist or therapist. Employees should, however, make every effort to schedule appointments with a physician, dentist or therapist outside the word day. Additionally, employees must attempt to make other arrangements to allow a spouse or family member to care for a dependent under these circumstances. The Town may, at any time, ask you to submit satisfactory medical verification of an illness from your health care provider. Failure to provide verification may result in loss of sick leave benefits or, in cases in which sick leave abuse is detected, disciplinary action.

An employee will not accrue any sick leave for those pay periods in which the employee is on unpaid leave status.

Any unused sick time in excess of 30 days will expire at the end of the year and will not be bought back by the Town. It may not be carried over into the following year. Employees who leave the Town employment for any reason will not be entitled to any pay for unused sick days.

Employees who are unable to report for work due to sickness or injury must notify their department head as soon as they become aware that they will be unable to report for work. Employees who do not report to work due to sick leave must contact their department head on a daily basis relative to the need for and status of their absences, unless otherwise directed. Reporting of the absence to any employee other than your department head will not be accepted

as compliance with the daily reporting requirement. Employees who fail to report to work or call in to the department head for three (3) consecutive work days will be considered to have voluntarily resigned from their employment. Department Heads will report their own absence due to sick leave as indicated above however they will report the absence to the Town Administrator. Exempt salaried employees must correctly record absences on their timesheet due to being sick and unable to work as a sick day (or half day when applicable).

5. 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 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) employs 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 your department head or the 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 Town'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 Town'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 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 your department head or the 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 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 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 service member with a serious illness or injury, or for a qualifying exigency, the employee must contact your department head or the 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 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 your department head or the Town Administrator. 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 at 485-4276.

6. 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 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.

7. PERSONAL LEAVE OF ABSENCE

The Town 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 Board of Selectmen 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 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 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 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 Town 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 Town.

8. MILITARY LEAVE

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 Town 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 Town 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 Town 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 Town 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 Town Administrator.

9. BEREAVEMENT LEAVE

Full-time and part-time employees will be granted time off from work without loss of pay in connection with the death of a relative in accordance with the following policy.

In the event of the death of a member of a full-time or part-time employee's immediate family, the Town provides three (3) days paid time off. The three (3) work days usually include the day before the funeral and a day after. Pay for part-time employees will be pro-rated based on the number of hours, if any, the employee regularly works on those days. "Immediate family" includes spouse, civil union partner, children (including biological or by adoption), step-children, parents, brothers, sisters, step-parents, step-brothers, step-sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of the employee.

10. JURY DUTY/WITNESS LEAVE

The Town considers it a civic duty to serve on a jury if summoned and will grant you leave in order to serve on a jury. An employee shall be excused from employment for the day or days required in serving as a juror or witness in any court of the United States or the employee's state of residence. For part-time and temporary employees, jury or witness duty will be considered an excused unpaid absence. A full-time employee called for jury duty, or subpoenaed as a witness shall be granted paid leave for the period of the civil involvement. Employees who are compensated for jury duty shall be paid the difference between their regular day's pay and the amount of compensation they receive for performing their jury duty.

Employees summoned for jury duty must inform their department head as soon as possible, and must present a copy of the summons to the department head. If released from jury duty on any day, the employee is expected to return to work.

11. LEAVE OF ABSENCE FOR VICTIMS OF CRIME

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 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, civil union partner, 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 their department head 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 Town. 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 our operations, the employee's position, 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 time, sick leave, or personal days.

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

12. MEDICAL BENEFIT PLAN

Eligible employees may participate in our medical insurance plan. Full-time employees may enroll in either a single, two-person, or family plan after meeting the eligibility criteria stated in our plan documents. Information and enrollment forms may be obtained from the Town Administrator. To assist you with the cost of this insurance, the Town currently pays a portion of the premium for single, two-person, or family coverage. The balance is to be paid by the employee through an authorized payroll deduction.

Part-time employees who are regularly scheduled to work more than 30 hours per week are eligible to participate in the Town's medical insurance plan. However the employee is responsible for payment of 100% of the premium cost.

12A. RETIREE PARTICIPATION IN THE MEDICAL BENEFIT PLAN

Employees upon retirement may participate in the Town's medical insurance plan in accordance with the provisions of RSA 100-A:50 and the applicable rules of the Town's insurance carrier. Retirees shall be responsible for paying 100% of the premium. Retirees who do not immediately upon retirement enroll in the Town's medical insurance may do so at a later date.

Retirees under the age of 65 and their family members who are not Medicare eligible are entitled to the same medical and/or dental plan coverage options as are provided to active employees of the Town.

Retirees who are Medicare eligible as well as their spouses and dependents may participate in the medical plan coverage through the Medicare supplemental plans offered by the Town's insurance carrier.

Please see your department head for more details.

13. DENTAL PLAN

Eligible employees may participate in our dental plan. Full-time employees may enroll in either a single, two-person, or family plan after meeting the eligibility criteria stated in our plan documents. Information and enrollment forms may be obtained from the Town Administrator. To assist you with the cost of this insurance, the Town currently pays a portion of the premium for single, two-person, or family coverage. The balance is to be paid by the employee through an authorized payroll deduction.

Please see your department head for more details.

14. LIFE INSURANCE

The Town currently provides group life insurance to all full-time employees. The amount of coverage is currently calculated at 1.5 times your annual salary and is subject to change. There is no shared cost with eligible employees at this time.

15. RETIREMENT PLAN

Full time employees are eligible to participate in the New Hampshire Retirement System. For more information, please see the Town Administrator.

16. SHORT-TERM AND LONG-TERM DISABILITY

Full-time employees are currently eligible to enroll in our short-term and long-term disability insurance after completing three (3) months of employment. This insurance is designed to provide some income for you in the event that you suffer a non-occupational illness or injury. There may be waiting periods that apply before the benefits will begin.

Our short-term and long-term disability benefits are governed by detailed plan documents that are available from the Town Administrator.

If you are enrolled in our short-term or long-term disability benefits and you suffer an illness or injury, please notify the Town Administrator immediately. The Town Administrator will tell you which forms must be completed and the medical information that must be supplied to apply for the benefits.

17. 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.

18. WORKERS' COMPENSATION INSURANCE AND REPORTING WORKPLACE INJURIES

On-the-job injuries are covered by Workers' Compensation Insurance, which is provided at no cost to the employee. We ask for your assistance in alerting the Town to any condition which could lead or contribute to an employee accident.

Reporting Injuries: If you are injured on the job, no matter how slightly, you **must** report the incident immediately to your department head. Employees must complete the necessary workers' compensation forms following any injury. The Workers' Compensation carrier must also be contacted prior to seeking medical attention (unless it is a life-threatening injury).

Weekly Income Benefits: The amount of the weekly worker's compensation benefit is set by the New Hampshire Department of Labor. The weekly benefit is currently based upon 60% of an employee's average weekly wages. These benefits are paid by our workers' compensation carrier to eligible employees.

Temporary Alternative Duty: Employees with work-related injuries may also be entitled to temporary alternative duty in accordance with New Hampshire's workers' compensation laws. Employees with non-work-related disabilities who require accommodations to perform their jobs should make accommodation requests to your department head. Please refer to the Americans with Disabilities Act policy in this Personnel Manual for more information.

Reinstatement: A full-time employee who has sustained an on-the-job injury will be reinstated to his or her former position upon request within eighteen (18) months of the initial injury if the position exists and is available, and the employee is not disabled from performing the duties of the position. A fitness-for-duty certificate may be required before an employee is permitted to return to work.

Under New Hampshire law, an employee's reinstatement rights expire eighteen (18) months from the date of injury. An employee also will not be reinstated if he/she has accepted a job with another employer at any time after the date of the injury or if there is a medical determination that the employee cannot return to his/her former position. Other circumstances concerning reinstatement will be governed by the New Hampshire Department of Labor requirements.

19. TEMPORARY ALTERNATIVE DUTY POLICY

In accordance with the provisions of RSA 281-A: 23-b, the Town will provide temporary alternative work opportunities for employees who suffer a work-related injury or illness.

When practicable, employees will be returned to their regular duties with modifications consistent with a healthcare provider's stipulated work restrictions. In the event that such restrictions make it impracticable for an employee to perform his or her normal job duties, even with modification, the employee may be reassigned to different duties or a different work schedule and may include assignment to a different department with the Town.

The specific assignment of duties shall be determined on a case-by-case basis pursuant to the healthcare provider's restrictions and the work available at the time of the injury or illness.

The Temporary Alternative Work Program will be available to employees for a period of time extending as long as the circumstances of the illness/injury requires, but not longer than four (4) months as dictated by the treating physician and as such duties are available.

The treating healthcare provider and the ill/injured employee share the responsibility of providing the Town the NH Workers' Compensation Medical Form. This form provides information relating to the employee's capabilities necessary to structure a temporary duty program. Your department head and the Town Administrator will work with the employee to facilitate a safe return to work program within limitations listed by the treating physician. If necessary, the Town may contact the treating physician for additional information.

After each subsequent visit, the ill/injured employee will be responsible for providing an updated medical form completed by the treating healthcare provider and returned to the Department Head or Town Administrator. Additional modifications will be made to the return to work program as required.

Upon release by the healthcare professional, the employee will assume normal duties of his or her regular position.

20. 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.

21. SOCIAL SECURITY

Social Security is a payroll deduction representing your contribution to the federal government's Social Security Program. The Town also contributes money on your behalf to the Social Security Program.

5.0 ON THE JOB

5.01 ATTENDANCE

Attendance and punctuality are important factors for your success in the Town. However, the Town is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside work hours may arise.

If an employee is unable to report to work, or if an employee will arrive late, the employee must contact his or her department head. The department head should be given as much time as possible to arrange for someone else to cover the position until the employee arrives. If the employee knows in advance that he or she will need to be late or absent, the employee is required to request, in writing, this time off directly from the department head.

For late arrivals, the employee should indicate when he or she expects to arrive for work. If the employee is unable to call in because of an illness, emergency or for some other reason, the employee should arrange to have someone call on his or her behalf.

Absence from work for two (2) consecutive days without notifying your department head will be considered a voluntary resignation. Furthermore, three (3) absences in a 90-day period, or a consistent pattern of absence, will be considered excessive, and the reasons for the absences may come under question.

Tardiness or leaving early is often as detrimental to the Town as an absence. Three (3) such incidents in a 90-day period will be considered a "tardiness pattern" and will be considered excessive, and the reasons for tardiness or leaving early may come under question. Other factors, like the degree of lateness, may be considered.

All employees should be aware that excessive absenteeism, lateness, or leaving early may lead to disciplinary action, up to and including dismissal from employment.

Attendance records will be considered when evaluating requests for promotions, transfers, leaves of absence, and approved time off, as well as disciplinary, termination, and layoff decisions.

5.02 CONFIDENTIALITY

The Town's information and records relating to Town business, operations, plans, projects, strategies, employees, or citizens may be confidential. Therefore, employees must treat all matters accordingly.

No Town information, including, without limitation, documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of the Town) may be removed from the Town's premises without permission

from the Town Administrator. Additionally, the contents of the Town's records may not be disclosed to anyone, except as required by law.

Employees unsure about the confidential nature of specific information are expected to seek clarification from the Town Administrator. Employees will be subject to appropriate disciplinary action, up to and including dismissal, for knowingly or unknowingly revealing information of a confidential nature.

5.03 COMPUTER USE AND COMMUNICATIONS EQUIPMENT POLICY

The Town provides communication tools including computers, fax machines, telephones, voice mail, e-mail, and access to the Internet to help you do your job. This policy is designed to help you understand our expectations for the use of these resources and to help you use these resources wisely.

All employees should be aware that the Town has the right, but not the duty, to monitor the computer, network, fax, voice mail, e-mail, and Internet use of all employees. For this reason, employees should not have any expectation of privacy in their use of our computers or other communications equipment, including e-mail and voice mail systems. The Town reserves the right to suspend individual user accounts for violation of this policy and to take disciplinary action up to and including termination of employment for the misuse of these resources or other violations of this policy.

The following guidelines apply to all employees:

- Employees should be aware that in addition to having the ability to monitor e-mail messages sent and received on our system (including e-mail messages sent and received from personal e-mail accounts accessed from our system), the Town has the ability and the right to monitor such things as Internet web site visits, newsgroup discussions, chat room discussions, computer network use, and voice mail accounts. Our computers and other communications equipment and the communications, information, and documents created on them are the property of the Town and may be monitored by the Town at any time.

- Our computers and other communications equipment may not be used to violate any federal, state, or local laws or regulations. Use of any Town resources for illegal activity is grounds for immediate termination of employment, and we reserve the right to report the matter to law enforcement authorities. We will cooperate with any resulting law enforcement investigation.

- The Town reserves the right to inspect any and all files stored on our computer network, including any files in private areas of our network, in order to assure compliance with this policy.

- The display or transmission of any sexually explicit image or document by e-mail or through any other means using the Town's system is a violation of our policy on sexual harassment. Our computers and other communications equipment also may not be used to transmit or display ethnic or racial slurs, or any other comment, message, or image that offensively addresses age, race, sex, sexual orientation, religion, national origin, disability, veteran status, marital status or other protected status in a manner that may be viewed as harassing, discriminating, or disparaging of others. Transmission of harassing, discriminatory or otherwise objectionable e-mail or files is strictly prohibited.

- Transmission of any religious or political messages is strictly prohibited.

- Access to non-work related obscene, or offensive web sites is strictly prohibited.

- Any personal use of our computers or other communications equipment for any commercial activity (other than Town business) is strictly prohibited, as is the use of our computers and communications equipment for anything that may not be in the best interest of the Town including, but not limited to, activities that disclose any confidential or proprietary information of the Town.

- Town computers and other communications equipment are to be for Town use only by authorized users. Non-employees may not use the Town's computers, network, or other communications equipment for any reason.

- Use of another employee's account, user name, or password, or access to their personal files without their consent (by anyone other than authorized representatives of the IT department) is strictly prohibited. Obtaining, or trying to obtain, other users' passwords, or using programs that compromise security in any way is prohibited.

- All passcodes and passwords are the property of the Town. No employee may use a passcode, password, or voice mail access code that has not been issued to that employee by the Town or that is unknown to the Town. Users of the Town's computers, network, and other communications equipment must take reasonable precautions to prevent unauthorized access to our systems. Passwords should not be divulged to unauthorized persons.

- Destruction, theft, alteration, or any other form of sabotage of the Town's computers, programs, software, hardware, networks, websites, files, data, and other communications equipment and resources is prohibited and will be investigated and prosecuted to the fullest extent of the law.

- The breaking into and/or corrupting of any of the Town's computers, network, or other communications equipment is strictly prohibited. Hacking into third party computer or other information systems using the Town's technology is also prohibited, and will be reported to the authorities.

- Any vulnerability in the Town's computers, network, or other communications equipment or resources should be reported immediately to the Town Administrator.

- The use of viruses, worms, or other destructive programs is prohibited. If a virus, worm, or other destructive program is identified, it should be immediately reported to the Town Administrator.

- Accessing the Town's files or any other files on the network or the system that you did not create is prohibited unless you have prior authorization from the Town Administrator.

- Disruptive behavior such as intentionally destroying or modifying files on the network is strictly prohibited. Any form of tampering, including, but not limited to, snooping, drilling down, or hacking, or introducing malware or spyware is strictly prohibited.

- Confidential information is not to be transmitted over the Internet or otherwise disclosed without prior authorization and proper encryption. All Town data and information is considered confidential unless the Town has granted permission for an employee to disclose that information or unless required by law. Accessing or attempting to access confidential data is strictly prohibited. Confidential information should be used only for its intended purpose. Employees' responsibility for confidentiality continues outside of work. Employees may not work on Town documents, data, or other business on home computers or other portable technology without the express prior approval of the department head or the Town Administrator.

- All employees are responsible for taking precautions to safeguard the physical security of the Town's network, Internet, computers, and other communications equipment. Disks, CDs, USB portable drives, Zip drives, and other removable drive devices containing sensitive, confidential, or proprietary information should be stored in a locked drawer, whenever possible. Computers should be turned off when not in use for an extended period of time or when an employee is out of his or her office.

- Employees are not allowed to introduce to our network, Intranet, computers, or other communications equipment media from any external sources, including, but not limited to, CDs, disks, Zip drives, personal digital assistants (including, but not limited to, BlackBerries and palm pilots), USB portable drives, and other removable drive devices.

- Employees also may not copy, transmit, or otherwise remove any information from our network, Intranet, computers, or other communications equipment to CDs, disks, Zip drives, personal digital assistants, USB portable drives, or other removable drive devices without prior authorization from the Town Administrator.

- Employees may not intentionally download anything from the Internet without prior authorization. This includes, but is not limited to, screensavers, music, E-mail stationary, and other images.

- All downloaded files or applications are to be scanned for viruses by the department head or the Town Administrator before being saved on the Town's network. The Town Administrator must review all downloaded applications before being installed on the network.

- The Town retains the copyright to any Town-related material posted to any forum, newsgroup, chat or World Wide Web page by any employee in the course of his/her duties.

- All information on the network, Intranet, computers, and other communications equipment is the property of the Town. Deleting, altering, or sharing confidential, proprietary, or any other information during employment or after separation from employment is prohibited, unless you have received prior authorization. Upon separation from employment, any computer or other equipment, including CDs, disks, Zip drives, USB portable drives, personal digital assistants, and other removable drive devices, must be returned with the appropriate passwords, identification codes, and other information necessary for the Town to continue using its equipment.

- All employees are required to report any violations, or suspected violations, of this policy.

5.04 PERSONAL DRESS

We expect all employees to come to work with a neat, well-groomed appearance and workplace appropriate clothing. Dress requirements may vary by department; however, certain rules apply across the board to all employees. All clothes should be clean and neat in appearance. Footwear such as flip flops or other beach type sandals is not acceptable. Jeans, tight-fitting clothing, low riding pants, tank tops, bare midriff (half) shirts, shirts with bare backs, shorts, and short skirts or dresses are not considered workplace appropriate clothing. Exceptions to the personal dress policy may be made for inclement weather.

If an employee is not dressed or groomed appropriately for work, the employee may be sent home to change. This time will be unpaid unless otherwise required by law.

Any questions concerning dress should be directed to the Town Administrator.

5.05 INCLEMENT WEATHER

Employees generally are expected to report to work during inclement weather. However, there may be occasions when the Town will be closed due to severe inclement weather. You should contact your department head or watch WMUR, Channel 9 for information as to whether the Town will be open for business.

If the Town's departments are not closed due to severe inclement weather, but you are unable to et to work, then you must call your department head to explain why you cannot get to work. If you do not come to work because of inclement weather, you must use your earned vacation time, sick days, or personal days. If your earned benefits have been exhausted, you will not be paid for the time missed, unless otherwise required by law.

If you are an hourly employee and you come to work and the Town closes because of weather, loss of electricity or an emergency beyond our control, you will be paid a minimum of two (2) hours or the time you worked, whichever is greater.

5.06 SOLICITATION AND DISTRIBUTION

No solicitation of any kind is permitted during working time, unless first approved by the Board of Selectmen. "Solicitation" is defined as requests for contributions, donations, raffles, lotteries, membership in organizations, attendance at events, or other similar conduct. "Working time" is defined as time during which the employee is scheduled to be working, exclusive of established break periods, meal times, and time before and after work hours. This rule applies to solicitations of both charitable and non-charitable causes.

No distribution of any non-work related written materials is permitted in any work area of any kind, unless first approved by the Town Administrator. "Work areas" are defined as any Town office or facility, other than designated break areas.

Employees may solicit or distribute materials only during break time or outside of scheduled work hours. Persons not employed by the Town are likewise prohibited from distributing materials or soliciting employees on the Town's premises at any time, unless authorized by the Board of Selectmen.

5.07 PARKING FACILITIES

Employees are permitted to use the parking spaces at the facility at which they work, subject to direction by the department head. The Town assumes no liability to any employee or official for any damage to or by any motor vehicle owned or operated by any employee or official on Town property.

5.08 MOTOR VEHICLE VIOLATIONS

All employees who operate Town vehicles are required within seventy-two (72) hours to notify their department head if they have been convicted of or plead *nolo contendere* to any and all motor vehicle violations. If the license of any employee who operates Town vehicles is suspended, revoked, or otherwise restricted, the employee must notify their department head within one working day of learning of the suspension, revocation, or restriction. No employee is authorized to operate any vehicle on town business while his or her license is under revocation or

suspension. Employees who are required to but are unable to drive, and/or who fail to comply with this policy, may be subject to discipline, up to and including termination of employment.

All employees who operate Town vehicles may be required to provide an official copy of their driving record annually at the Town's expense.

5.09 OPERATION OF TOWN OWNED VEHICLES AND USE OF PERSONALLY OWED VEHICLES FOR TOWN BUSINESS

Employees, elected officials and volunteers when authorized to use a town owned vehicle or their personally owned vehicles for town business and in accordance with this policy may be covered by the town's liability insurance. Department heads must authorize an employee or volunteer to utilize a town owned vehicle or their personally owned vehicle for town business. Traveling to and from work is not considered town business. Personnel using town owned vehicles or personally owned vehicles for town business must comply with the following;

1. Seatbelts must be worn by all occupants of the vehicle.

2. The driver shall not operate or utilize a cell phone unless they are utilizing a hands free device or other electronic device such as a computer, tablet, etc. while the vehicle is being driven.

3. The driver must possess a valid driver's license. The driver must agree to provide the town with a driving record on an annual basis.

4. The driver must complete the Employee/Volunteer Form and provide proof of liability insurance when operating a personally owned vehicle. The drive is required to maintain liability insurance while they are driving their personally owned vehicle for town business.

5. The vehicle being driven must be properly registered and inspected. The vehicle must be in compliance with all relevant State statutes with no safety deficiencies.

6. While operating a personally owned vehicle for Town business the operator must comply with all applicable State statutes as they apply to operation of motor vehicles on a way. The operator of the vehicle must not be under the influence of alcohol or drugs prescribed or un-prescribed.

5.10 ALLENSTOWN SECURITY

It is each employee's responsibility to help ensure that proper security measures are exercised at all times. You should be familiar with emergency exits and with alarm systems and the proper steps to take upon hearing them. Any suspicious person or events should be called to the immediate attention of your department head; or, in an emergency, to the Allenstown Police Department.

5.11 CONFLICT OF INTEREST

The Town expects its employees and officials to conform to the highest ethical and legal standards. Employees are required to refrain from engaging in any activities that create an actual conflict or the appearance of a conflict of interest. Examples of conduct and behavior that would violate this policy include, but are not limited to, the following:

> Investing in any of the Town's vendors or suppliers (unless the securities are publicly traded and the investments are on the same terms available to the general public, and not based on any inside information), or having any financial interest in a vendor or supplier that could cause divided loyalty or even the appearance of divided loyalty.
>
> Receiving any gifts or favors in any amount or value of more than $50 from members of the public, or from any Town vendors or suppliers.
>
> Using, directly or indirectly, Town funds, assets, or other resources for any unlawful goal or purpose.
>
> Engaging in practices that violate federal, state or local laws or ordinances

Employees with any questions regarding these guidelines are required to discuss them with the Town Administrator, 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.

5.12 POLICY AGAINST NEPOTISM

While the Town is committed to hiring the most qualified and capable individuals available for every position, it recognizes the importance of maintaining a collegial and positive work environment. Therefore, no relative may work in the same department as a regular employee if the employment relationship is such that the relative is directly supervised by the employee or

where the employment relationship may cause a potential conflict of interest, unless specifically approved by the Board of Selectmen.

A relative is defined to include spouse, civil union partner, children, parents, step-parents, step-children, brothers, sisters, immediate in-laws, grandparents, grandchildren, or other person living in the employee's household.

5.13 SUGGESTIONS AND IDEAS

We are always interested in your constructive ideas and suggestions for improving our operations. We believe that constructive suggestions indicate initiative on the part of an employee, and we encourage employees to submit them. A constructive suggestion notes an issue and offers a reasonable suggestion for improvement.

5.14 STANDARDS OF CONDUCT

All employees are required to comply with our standards of conduct, which are intended to promote consistency and harmony in the workplace, and to support the missions and objectives of the Town. We recognize that no list of rules can be all inclusive. Incidents may arise that are not covered by the standards of conduct which may lead to discipline, up to and including termination. The following areas are intended to guide you in recognizing certain behaviors which are clearly prohibited and which are considered by the Town to constitute cause for disciplinary action, up to and including discharge.

1. **Absence and Lateness**

Excessive absenteeism and/or lateness; failing to call in when absent; overstaying allotted break time; leaving the work area or work early without permission; misuse of any leave of absence.

2. **Employment/Town Records**

Making a false statement on the application form; falsifying Town and employment records.

3. **Attitude**

Using abusive language to any person while at work, creating any type of disturbance, demonstrating a lack of cooperation, verbally abusing or neglecting visitors or residents of the Town.

4. **Safety**

Violation of safety regulations or endangering the health or safety of other persons; failing to report any work-related accidents.

5. **Employee Relations**

Using abusive or profane language to another employee; negligent or intentional destruction of another employee's personal possessions; threatening bodily harm; intent to strike; striking another employee. Using threatening, abusive or profane language or other provocation which might reasonably be expected to result in a disturbance.

6. **Crime**

Conviction of a crime.

7. **Dishonesty**

Dishonesty to a coworker, resident, visitor or to the Town.

8. **Incompetence**

Repetition of avoidable mistakes to a point that the mistakes demonstrate a disregard for the Town's interest.

9. **Intoxicants**

Bringing, possessing, dispensing, selling, buying or using alcoholic beverages or illegal drugs on Town property or while on the job; being under the influence of or testing positive for these substances during working hours.

10. **Neglect of Duty**

Negligence in the performance of duties which conflicts with the Town's interest. Neglect of duty resulting in inferior work, equipment breakdown, or waste of materials, supplies or products.

11. **Unsatisfactory Job Performance**

Failing to demonstrate the requisite skills or abilities to satisfactorily discharge the employee's duties.

12. **Weapons**

Possession of any kind of weapons on Town property other than that which may be required by their job description.

13. **Telephone, Facsimile, Computer, E-Mail, Copier**

Excessive use of Town telephone, facsimile, computer, e-mail, Internet access and/or copier for personal purposes.

14. **Theft or Destruction of Property**

The theft or negligent or intentional destruction of any Town property or the personal property of a coworker, resident or visitor.

15. **Sexual or Other Unlawful Harassment**

Discrimination, sexual or other unlawful harassment, and/or inappropriate conduct in violation of Town policies. Retaliation against anyone who has complained of alleged harassment or discrimination or has participated in an investigation of a complaint.

16. **Insubordination**

Acting in an insubordinate manner toward any supervisor or in disregard of any directive of the Town.

17. **Violation of the Town's Policies, Procedures or Rules**

Violating or failing to follow the Town's policies, procedures or rules.

5.15 DISCIPLINE

A. INTRODUCTION

It is the policy of the Town to take corrective action against employees who violate rules, regulations, or standards of conduct, or who endanger the safety of others, or perform in an unsatisfactory manner. Generally, there are four (4) types of disciplinary actions used by the Town: documented verbal warning, written warning, suspension, and dismissal. While the Town will apply the concept of progressive discipline when appropriate, it reserves the right to determine the appropriate level of discipline in any circumstance. In addition, nothing in this policy or Personnel Manual undermines the at-will nature of the employment relationship, which may be terminated at any time by either party with or without cause, and regardless of whether any prior disciplinary action has been taken. The Town may also place an employee on administrative leave, paid or unpaid, on a temporary basis, as permitted under federal and state law. Police department policies are controlling on police department personnel.

B. DOCUMENTED VERBAL WARNING

The department head or supervisor shall issue a verbal warning within thirty (30) business days of his or her knowledge of any infraction. The department head or supervisor shall notify the employee of the nature of the infraction and will offer remedial suggestions. A memorandum outlining the nature of the offense may, at the discretion of the department head, be placed in the employee's personnel file.

The employee shall have no right of appeal regarding a documented verbal warning.

C. WRITTEN WARNING

The department head shall issue any written warning within thirty (30) business days of his or her knowledge of any infraction. The warning shall outline the nature of the infraction and will offer remedial suggestions. A copy of the warning shall be placed in the employee's personnel folder.

The employee may appeal a written warning by following the grievance procedure set out below.

D. SUSPENSION

Except as required by law, the department head shall recommend to the Board of Selectmen that an employee be suspended, with or without pay within fifteen (15) business days of his or her knowledge of any infraction. The recommendation shall be in writing, with a copy delivered to the employee in hand or by certified mail, return receipt requested. Police Department policies are controlling on police department personnel.

The Board may, upon receipt of any such recommendation, direct the Town Administrator to conduct an impartial investigation and to report to the Board the Town Administrator's findings. Any investigation shall be completed within thirty (30) business days.

The Board shall, thereafter, meet within thirty (30) business days to consider the department head's recommendation and to consider, if appropriate, the Town Administrator's investigation. The employee shall have notice of the decision of the Board. The employee may have the opportunity to contest the recommendation of the department head before the Board. . The Board may adopt whatever rules of procedure for said hearing it deems fair and equitable.

The decision of the Board on any recommendation for suspension shall be final.

E. TERMINATION

Except as required by law, the department head shall recommend to the Board of Selectmen that an employee be dismissed within twenty (20) business days of his or her knowledge of any infraction. The recommendation shall be in writing, with a copy delivered to the employee in hand or by certified mail, return receipt requested.

The Board may, upon receipt of any such recommendation, direct the Town Administrator to conduct an impartial investigation and to report to the Board the Town Administrator's findings. Any investigation shall be completed within thirty (30) business days.

The Board shall, thereafter, meet within thirty (30) business days to consider the department head's recommendation and to consider, if appropriate, the Town Administrator's investigation. The employee shall have notice of such recommendation. The employee shall have the opportunity to contest the recommendation by the department head before the Board. The Board may adopt whatever rules of procedure for said hearing it deems fair and equitable.

The decision of the Board on any recommendation for suspension or termination shall be final.

A business day shall have the same meaning as a day when the Town Hall is open for normal business.

Knowledge of any infraction shall mean a determination after an investigation of a violation of policy, procedures or law.

When an employee is required by law to have a hearing before termination, the employee shall be placed on administrative leave with or without pay as determined by the Board of Selectmen pending the outcome of the hearing.

Any provision hereof notwithstanding, theft, use of alcohol or drugs and the unauthorized use of a Town vehicle or equipment, including unauthorized passengers, are grounds for immediate administrative suspension with pay by a department head and may be grounds for termination in any event.

F. GRIEVANCE PROCEDURE

The Town has a three (3) step grievance procedure:

1. Step 1. The employee shall submit a grievance in writing to his or her department head or supervisor.
2. Step 2. If the employee's immediate supervisor is not a department head and the employee is not satisfied with the response of his or her immediate supervisor, then the employee may submit a grievance to the department head.
3. Step 3. If the employee is not satisfied with the department head's decision, the employee shall submit a grievance to the Board of Selectmen in care of the Town Administrator. The Town Administrator shall provide a recommendation to the Board of Selectmen and the Board shall consider the grievance at its next regularly scheduled meeting after the Town Administrator's recommendation. The Town Administrator shall provide a

copy of his or her recommendation to the Board to the employee by delivery in hand or certified mail, return receipt requested. The decision of the Board on the grievance shall be final.

4. This policy shall not apply to Police Department personnel.

VOLUNTARY DISPUTE RESOLUTION PROCEDURE

If you feel you have a problem, you should present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that the supervisor will be able to satisfactorily resolve most matters.

An employee who is not satisfied with the supervisor's response is urged to go to the Department Head and again try to resolve the issue. If the matter is not resolved by the Department Head within fifteen (15) business days, the Town Administrator is available to discuss the issue. We urge every employee to follow through rather than be dissatisfied. Any complaint will be investigated and the findings and determination reported back to the employee.

Your suggestions and comments on any subject are important to us so we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

H. PERSONNEL RECORDS

The Town maintains certain records containing job-related information on all employees to ensure compliance with state and federal law and to keep a record of your progress as an employee. Your personnel file is our record of information relative to your employment. You may inspect your own personnel file during regular office hours, upon reasonable request.

However, you may not be permitted to review your personnel file if you are subject to an investigation at the time of your request and disclosure of such information would prejudice law enforcement. File inspection must be done on your own time, and must be arranged through the Town Administrator. You may read your personnel file, but you may not remove any portion of the file. Upon request, you will be provided with a copy of all or part of your personnel file.

If upon inspection of your personnel file, you disagree with any of the information contained in such file, you may submit a written statement explaining your version of the information together with evidence supporting such version. The Town will maintain such statement as part of your personnel file and will include the statement in any transmittal of the file to a third party.

It is important that your personnel file includes accurate information regarding who should be contacted in case of emergency. Please notify the Town Administrator as soon as possible of

any changes in your name, address, telephone number, marital status, dependents and/or beneficiaries.

I. PROMOTIONS, TRANSFERS & JOB POSTINGS

The Town strives to provide employees with the opportunity to make full use of their skills, interests and potential. To support employee growth and development, we will make every effort to promote qualified employees from within the Town, if possible, based upon the needs of the Town and employee qualifications. We may also recruit individuals from outside of the Town, depending upon the circumstances.

Employees who have at least twelve (12) months of service in their present position and who meet the qualifications of the open position are eligible to apply for open jobs with the Town. Generally, in order to maintain stability, employees who have been working in their current position for less than one year will not be considered for another position, unless the Town, in its discretion, decides otherwise. However, a transfer or promotion initiated by the Town may take place at any time regardless of the employee's length of service in their present position.

Employees may obtain additional information about open positions and request consideration for any opening by the Town Administrator. The Board of Selectmen will have final approval over all transfers and promotions.

If a transfer or promotion is granted, the employee's pay rate in the new position will be determined at the time of the transfer or promotion. The pay rate will be based upon the employee's qualifications, experience, job performance evaluations, and other considerations within the discretion of the Town, unless otherwise governed by a collective bargaining agreement or other Town policy.

Employees will generally receive a performance evaluation after 90 days in a new position. Another performance evaluation will typically be conducted after 12 months of service in the new position. Employees may be eligible for a pay increase in conjunction with the month evaluation, depending upon the circumstances.

Promotion to the position of Chief of Police shall not have a probationary period.

6.0 EMPLOYMENT SAFETY AND HEALTH

6.01 HEALTH & 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 firefighting 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.

6.02 SAFETY COMMITTEE

The Town maintains an active JLMC 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.

6.03 WORKPLACE VIOLENCE

Unfortunately, violence in the workplace has become a reality for many employers. We hope that we never have to face this growing problem. The Town therefore prohibits employees from bringing weapons on our premises, including our parking lots. Moreover, violence and verbal or physical threats of violence of any kind in the workplace or on Town property will not be tolerated, and employees engaging in such conduct will be subject to discipline, up to and including separation from employment. Responsive action may also include notifying the police or other law enforcement and prosecuting violators of this policy. If you become aware of any

violence or threat of violence, you must immediately report the matter to your department head or the Town Administrator.

6.04 ALCOHOL AND DRUG POLICY

The Town 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. Town is committed to providing a safe work environment that is free from the effects of drugs and alcohol. In support of our commitment, Town 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 Town business, or during working hours;
>
> use, possession, storage, manufacture, distribution, dispensation, or sale of alcohol at any time while on Town premises, on Town 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.

Town 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 Town.
>
> 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 Town, Town 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 their department head.

Investigations and Searches:

When Town determines that there is reasonable cause to suspect that an employee has violated this policy, Town 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 Town.

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:

Town reserves the right to require any employee to submit to a fitness for duty exam when there is a reasonable basis for Town 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 Town. Within Town's discretion, an employee may be placed on paid or unpaid administrative leave or suspension pending the results of a fitness for duty exam.

6.05 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.

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 your department head.

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

6.06 WORKPLACE SEARCHES

To safeguard the safety and property of our employees, residents, and the Town and to help prevent the possession and use of weapons and illegal drugs on Town premises, it may become necessary to question employees and all other persons entering and leaving our premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes, or any other possessions or articles carried to and from Town property. In addition, the Town reserves the right to search any employee's office, desk, files, locker, or any other area or article on our premises in pursuit of our concern to safeguard the safety and property of employees and the Town. Employees should understand that all offices, desks, files, lockers, and so forth, are the property of the Town and are issued for the use of employees only during their employment with the Town. Inspections may be conducted at any time at the discretion of the Town.

Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property, weapons, or illegal drugs, may be subject to disciplinary action, up to and including discharge.

7.0 SEPARATION FROM EMPLOYMENT

7.01 REQUESTED NOTICE OF DECISION TO TERMINATE EMPLOYMENT

Should you decide to resign from your employment with the Town, we ask that you notify your department head of your decision at least two (2) weeks in advance of your planned departure date. Your thoughtfulness will be appreciated, and will allow the Town to maintain work schedules and provide important services to the public.

7.02 EXIT INTERVIEWS

In most instances, employees who terminate their employment will be asked to participate in an exit interview with your department head. The purpose of the exit interview is to discuss any relevant separation benefits and benefit continuation, and to receive feedback from you on ways in which our Town can improve our operations and retention of employees.

8.0 COMPENSATION SYSTEM

8.01 **PERFORMANCE EVALUATIONS.** In order for you to improve your performance and better understand the Town's expectations, the performance of employees will be periodically reviewed. You will generally receive performance appraisals from your department head. However, performance review is a continuing

process throughout the course of employment, and you may meet with your supervisor to discuss performance more frequently.

Your department head or supervisor will discuss your performance review, giving you the opportunity to understand the expectations of your position and to examine your strengths, as well as areas in which you need to improve. You will have the opportunity to comment on and sign the review. Your signature on the performance evaluation form indicates that you have seen the evaluation; it does not indicate agreement or disagreement with the content of the review.

A performance evaluation is not a contract or a commitment to provide a compensation adjustment, a promotion, a bonus, or continued employment. Evaluations are only one of several factors that the Town uses to make compensation, promotion, and retention decisions.

8.02 PURPOSE. The Select Board shall be responsible for the development and maintenance of a uniform and equitable pay plan for the employees of the Town of Allenstown. It is the policy of the Select Board to award employees regular increases in salary or wages based on the following categories:

A. Cost of Living Adjustments ("COLA"): It is the policy of the Select Board to provide COLAs on a regular basis, when the financial circumstances of the Town permit. COLAs may be granted on an annual basis to all eligible employees. The amount of any COLA will be calculated based on the Consumer Price Index for the Boston Metropolitan Area, as published by the United States Department of Labor.

B. Merit Increases: The Select Board may adopt annual merit increase guidelines.
   a. All full and part-time Employees are eligible to receive a merit increase. Temporary employees are not eligible for merit increases.
   b. Merit Increases will be awarded by the Select Board based on Annual Performance Evaluations in accordance with this Personnel Plan and any policies and procedures adopted by the Select Board.

C. Employee Counseling
   a. Each employee shall be counseled by his or her immediate supervisor at the conclusion of each new rating period or, in the case of new employees, at the time of hire. The intent of such requirement is to insure the employee fully understands specific duties and responsibilities of the position.
   b. Should the supervisor deem necessary, counseling will occur

anytime during the rating period regarding performance.

D. Annual Evaluation

a. All employees shall be evaluated on an annual basis.
b. Evaluations shall be in writing utilizing the Town of Allenstown's Annual Evaluation Forms.
c. Evaluations shall be conducted by an employee's immediate supervisor, hereinafter the "rater."
d. Evaluations shall be based upon specific written performance expectations or criteria developed for the position in question and the employee shall be made aware of these performance expectations in advance of any evaluation.
    i. Some positions may utilize a self-assessment form as part of or to supplement the performance evaluation.
e. The evaluation format shall include a narrative summary on the employee's performance.
f. Explanatory comments will be given for those categories where performance ratings are "unacceptable" or "superior."
g. Employees will be permitted to participate in the evaluation, and shall have an opportunity to comment, and such comments shall be included in the employee's permanent record.
h. Employees shall be permitted to not concur, in writing, with their evaluation.
i. Employees shall certify, by signature, that they have reviewed their evaluation.
j. A "senior rater," ordinarily the rater's immediate supervisor, shall certify, by signature, that s/he has read the performance evaluation and made applicable comments regarding the employee's performance.
k. A "reviewer," ordinarily the senior rater's immediate supervisor or the Select Board, as applicable, shall certify, by signature, that the reviewer has read the performance evaluation to ensure that it complies with the policies, procedures and guidelines established by the Board and that the evaluations of the rater and the senior rater are consistent. Evaluation reports shall be reviewed by the rater's superior who shall concur or not concur in writing with each evaluation report. The reviewer shall ensure that conflicts between the rater and the senior rater are reconciled; or, if applicable, to resolve said conflicts.
l. A draft evaluation for each employee shall be submitted by the rater to the applicable senior rater on or before April 30 of each year.

m. Senior raters shall submit completed evaluations for each employee to the applicable reviewer on May 30, but not later than June 5 of each year.
n. Annual evaluations shall consist of a Performance Evaluation for non-supervisory employees and a Supervisor's Evaluation for supervisory employees.
o. There are six types of evaluations: (1) Completion of Field Training Program ("FTP") or On the Job Training ("OJT"); (2) Change of Rater; (3) Conclusion of Probation; (4) Annual Performance; (5) Remedial/Development; (6) Promotion.

E. Evaluator Training

a. Raters and Senior Raters shall attend training as mandated by the Select Board in order to ensure that personnel performance reviews will be conducted in a consistent, uniform and fair manner.

F. Evaluators

a. The employee shall be rated by the immediate supervisor or the supervisor for whom they have worked during the rating period. If the employee has had more than one supervisor during the period, the evaluation will be assigned to the supervisor deemed to be most appropriate.
b. In the event the employee's rater is promoted, demoted or leaves the employ of the town, that rater shall complete a performance evaluation for his or her employee, provided that the rater has supervised the employee for a minimum of 90 days. In the event the rater does not complete the evaluation or is unavailable, then the senior rater shall complete the employee's performance evaluation.
c. That rater shall consult with all supervisors with whom the employee has worked, as well as any other appropriate sources in order to gain input regarding the performance evaluation.

G. Evaluation of a Supervisor

a. Whenever an annual evaluation is conducted of a supervisor whose responsibilities include performance evaluations, that supervisor shall be rated in their own evaluation process on the fairness and impartiality of ratings, the quality of the narrative, their ability to provide counseling or guidance and the overall care and thoroughness by the next superior officer in ascending order within the chain of command.

H. Employee Counseling

a. Each employee shall be counseled by the employee's rater in the beginning and end of each annual rating period. This counseling shall include:

i. Review of the results of the performance evaluation just completed;
ii. A review of the job descriptions and performance expectations for that person's rank, position and/or assignment;
iii. A review of the tasks involved in the position occupied;
iv. The level of performance expected from the employee;
v. The criteria by which the employee will be rated;
vi. A review of the employee's immediate and long range career goals;
vii. Guidance, direction or suggestions as to how the employee can meet those goals.
viii. The intent of this requirement is to insure that the employee fully understands specific duties and responsibilities of the position and what is expected of the employee. It is expected that counseling by the rater regarding performance of the employee will occur at any time during the rating period as necessary.

I. Notice of Unacceptable Performance

a. If it appears that any employee's job performance is unsatisfactory, and will result in a lack of a successful probationary period or will result in a denial of a merit increase the Select Board shall be so advised by the "Senior Rater" or the "Reviewer," as applicable, prior to the employee review.
b. In addition, the rater shall conduct a review of the employee's performance with that employee as outlined in the employee counseling section. The rater shall identify specific methods and actions needed to improve the employee's performance.

J. Administrative Review of Results

a. An employee, other than a member of the Police Department, after reviewing any evaluation, shall have the opportunity to discuss the evaluation with the next corresponding rater in the

chain of command if the employee disagrees with the content or rating. If the employee's concerns are not resolved, the employee may seek relief from the Select Board.

i. The review must be requested within seven days of the initial review of the evaluation.
ii. The Select Board shall hear the Employee's request at its next regularly scheduled meeting unless another date is agreed to by both the employee and the Board.
iii. The employee shall enter written documentation to support the employee's version prior to meeting with the Board. This written documentation will be attached to the evaluation and become part of the permanent record of the employee.
iv. On the date selected in item b of this section, the employee and the Board will review the contested portion of the evaluation. The Board shall advise the employee of its decision immediately or in writing within seven days. The Board's decision shall be final.

8.02 PAY PLAN DEVELOPMENT AND ALLOCATION.

A. The Board of Selectmen may direct the Town Administrator to conduct a study of salary levels and may make adjustment recommendations to the Board of Selectmen at least every three (3) years. Implementation of adjustments are subject to the availability of funds.

B. The Board of Selectmen may assign each position level to a pay range based upon the relationship to other levels as defined in the position level plan and by market data.

8.03 APPOINTMENT.

A. Pay for newly hired employees shall normally be set at the minimum of the pay range assigned to a job class. However, the Board of Selectmen may approve hires up to the highest range, as warranted by job qualifications and experience subject to the availability of funds.

B. The Board of Selectmen ordinarily will not authorize hiring above the midpoint of a pay range except in unusual circumstances.

8.05 SELECTIVE SALARY ADJUSTMENT.

A. The Town Administrator may recommend a selective salary adjustment in order to mitigate an inequity caused by merit increase, freeze or other similar circumstances.

B. The Town Administrator shall submit a written rationale supporting the recommendation to the Board of Selectmen.

C. A selective adjustment is subject to the availability of funds and guidelines established by the Board of Selectmen.

8.06 **LONGEVITY INCREASE.**

A. The Board of Selectmen may grant a longevity increase not to exceed five percent (5%) to a career service employee who has been paid at or above the range maximum for at least one (1) year, provided the employee has received a successful or outstanding performance rating and has been employed by Allenstown for at least eight (8) years.

B. An employee whose salary exceeds the range maximum is eligible to receive a longevity adjustment no more frequently than every five (5) years after the initial longevity adjustment. Any subsequent longevity increase shall not exceed five percent (5%)

C. An employee is eligible to receive a maximum of five (5) successive five percent (5%) adjustments beyond the range maximum. (Longevity scale maximum).

8.08 **PROMOTION.**

A. At the discretion of the Board of Selectmen, a minimum of zero and a maximum of five percent (5%) salary increase may be granted to an employee receiving a promotion. If the New salary is below the minimum of the new range, it shall be increased to the new minimum.

8.09 **ORDER OF SALARY CALCULATION.** Multiple categories of pay increases awarded simultaneously shall be calculated in the following order:

A. Cost of living adjustment.

B. Merit.

C. Selective adjustment.

D. Promotion.

E. Longevity.

8.10 **REASSIGNMENT.** Except when due to a demotion or a disciplinary action, an employee who is reassigned shall be paid at least the same salary received prior to the assignment.

8.11 **RECLASSIFICATION.**

A. If the Board of Selectmen reclassifies a position to a higher level, the Town Administrator shall adjust the incumbent's salary to at least the minimum of the new range.

B. A reclassification increase is subject to the availability of funds.

C. If the Board of Selectmen reclassifies a position to a lower level, the incumbent's salary shall remain the same. If the incumbent's salary exceeds the maximum of the new range, or provided the individual meets longevity status criteria, the longevity scale maximum, the incumbent is ineligible to receive a salary increase until the salary range or longevity scale increases to incorporate the incumbent's pay rate. An employee is ineligible to receive cost-of-living increases until the salary range increases.

8.12 **DEMOTION.** If an employee is demoted, either voluntarily or involuntarily, the Town Administrator may treat the employee's salary according to paragraph 8.11.C. above or reduce the salary to the applicable pay range.

	Position	Signature	Date
Original Policy Prepared By: Paul Apple	Town Administrator		09/19/2011
Original Policy Reviewed & Approved By: Jason Tardiff	Board of Selectman Chairperson		09/19/2011
Jeff Gryval	Board of Selectman		09/19/2011
Sandy Mckenney	Board of Selectman		09/19/2011

Policy & Procedure Revision History

	Section	Changes Made	Approvals	
			By	Date
Original Adoption			Jason Tardiff Jeff Gryval Sandra Mckenney	09/19/2011

Amendment 1			Jason Tardiff Jeff Gryval Sandra Mckenney	02/06/2012
Amendment 2			Jason Tardiff Jeff Gryval Sandra Mckenney	07/30/2012
Amendment 3		Vacation time, Jury Duty, Discipline	Jason Tardiff Jeff Gryval Sandra Mckenney	04/01/2013
Amendment 6		Vehicle Use (cellphones), Health Insurance for Retired Employees, FMLA, Time Cards, Reimbursable Expenses	Jason Tardiff Jeff Gryval Kate Walker	05/05/2014

JT JJG KW.

9.0 FORMS

REQUEST FOR FAMILY/MEDICAL LEAVE OF ABSENCE

DATE:_____

TO: Human Resource Department

FROM: _____
(Employee Name)

This is to request a Family and Medical Leave of Absence for the following reason (check one):

☐ the birth of a child in order to take care of the child (leave must be taken within twelve (12) months of the birth);

☐ the adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the placement);

☐ a serious health condition affecting my ☐ spouse, ☐ child, ☐ parent, because the ill person is not capable of self-care and I am needed for such care;

☐ my serious health condition which results in my inability to perform my job;

☐ a qualifying exigency arising out of the fact that my ☐ spouse; ☐ son or daughter; ☐ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves; or

☐ I am the ☐ spouse; ☐ son or daughter; ☐ parent; ☐ next of kin of a covered service member with a serious injury or illness, and I am needed to care for such person.

I wish to commence this leave of absence on _____. I anticipate that this leave of absence will end on _____.

NOTICE OF ELIGIBILITY & RIGHTS & RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

DATE: _____

TO: _____
(Employee's Name)

FROM: _____

A. NOTICE OF ELIGIBILITY

On _____ you notified us of an event which qualifies for leave under the Family Medical Leave Act (FMLA) due to:

☐ the birth of a child in order to take care of the child (leave must be taken within twelve (12) months of the birth);

☐ the adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the placement);

☐ a serious health condition affecting my ☐ spouse, ☐ child, ☐ parent, because the ill person is not capable of self-care and I am needed for such care;

☐ my own serious health condition which results in my inability to perform my job;

☐ a qualifying exigency arising out of the fact that my ☐ spouse; ☐ son or daughter; ☐ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves; or

☐ I am the ☐ spouse; ☐ son or daughter; ☐ parent; ☐ next of kin of a covered service member with a serious injury or illness, and I am needed to care for such person.

You notified us that you need this leave beginning on _____ and that you expect leave to continue until on or about _____.

This Notice is to inform you that: *(check appropriate boxes; explain where indicated)*

1. You are ☐ eligible for leave under the FMLA. (See Section B below for Rights and Responsibilities)

2. You are ☐ not eligible for leave under the FMLA, because (only one reason need be checked, although you may not be eligible for other reasons):

☐ You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately ___ months towards this requirement.

☐ You have not met the FMLA's 1250-hours-worked requirement.

☐ You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, please contact _____ or view the FMLA poster located in _____.

B. RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE

1. Requested Information from Employee

As explained above in Section A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12 month period. **However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by _____.** (If a certification is requested, you have 15 calendar days from receipt of this notice to return it; additional time may be allowed in some circumstances). If sufficient information is not provided in a timely manner, your leave may be denied.

a. You ☐ will ☐ will not be required to furnish certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request is enclosed.

b. You ☐ will ☐ will not be required to furnish documentation to establish the required relationship between you and your family members.

c. You ☐ will ☐ will not be required to furnish the following other information:

_____.

d. ☐ No additional information requested.

2. Responsibilities of Employee While On Leave

If your leave qualifies as FMLA leave, you will have the following responsibilities while on FMLA leave:

a. We ☐ will ☐ will not require that you substitute accrued paid leave for unpaid FMLA leave. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.

b (i) If you normally pay a portion of the premiums for your health insurance, you must continue to make these payments during the period of FMLA leave. Please contact _____ to make arrangements for these payments.

(ii) You have a 30-day grace period in which to make payment. If payment has not been made timely, your group health insurance may be canceled, provided we notify you in writing at least 15 days before your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

c (i) Due to your status within the Company, you ☐ are ☐ are not a "key employee" as described in §825.217 of the FMLA regulations. If you are a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us.

(ii) We ☐ have ☐ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.

d. You ☐ will ☐ will not be required to furnish us with periodic reports of your status and intent to return to work every 30 days while on FMLA leave.

Note: If the circumstances of your leave change, and you are able to return to work earlier than the date on the first page of this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

3. Rights of Employee While on FMLA leave

If your leave does qualify as FMLA leave, you will have the following rights while on FMLA leave:

a. You have a right for up to 12 weeks of unpaid leave in a 12-month period calculated as:

☐ the calendar year (January - December)

☐ a fixed leave year based on _____

☐ a "rolling" 12 month period measured backward from the date of any FMLA leave usage.

☐ You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered service member with a serious injury or illness. This single 12-month period commenced on _____.

b. Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.

c. You must be reinstated to the same or an equivalent job with the same pay benefits, and terms and conditions of employment on your return to work from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA).

d. If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered service member's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during FMLA leave.

e. If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have ☐ sick, ☐ vacation and/or ☐ other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

☐ For a copy of conditions applicable to sick/vacation/other leave usage please refer to _____ available at _____.

☐ Applicable conditions for use of paid leave: _____

_____.

Once we obtain the information from you specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, contact _____ or view the FMLA poster located in _____.

DESIGNATION NOTICE UNDER THE FAMILY AND MEDICAL LEAVE ACT

DATE: _____

TO: _____
(Employee's Name)

FROM: _____

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided. We received your most recent information on _____ and decided:

A. FMLA APPROVED

☐☐ Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.

The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:

☐ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks that will be counted against your FMLA entitlement:
_____.

☐ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised (check if applicable):

☐ You have requested to use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your FMLA leave entitlement.

☐ We are requiring you to substitute or use paid leave during your FMLA leave.

☐ You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your positions ☐ **is** ☐ **is not** attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.

B. ADDITIONAL INFORMATION REQUIRED

☐ Additional information is needed to determine if your FMLA leave request can be approved:

☐ The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information no later than _____, unless it is not practicable under the particular circumstances
(provide at least seven calendar days)
despite your diligent good faith efforts, or your leave may be denied.

_____
(Specify information needed to make the certification complete and sufficient)

_____

☐ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

C. YOUR FMLA REQUEST IS NOT APPROVED

☐ Your FMLA Leave is Not Approved.

☐ The FMLA does not apply to your leave request.

☐ You have exhausted your FMLA leave entitlement in the applicable 12-month period.

CERTIFICATION OF HEALTH CARE PROVIDER FOR EMPLOYEE'S SERIOUS HEALTH CONDITION
(Family and Medical Leave Act of 1993)

SECTION I: For Completion by the EMPLOYER
Instructions to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need of leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to employee. Your response is voluntary. While you are required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. 825.306-825.308.Employers must generally maintain records and documents relating to medical certifications, recertification's, or medical histories of employees created for FMLA purposes as confidential medical records in separate file/records from the usual personnel file and in accordance with 29 C.F.R. 1630.14©(1), if the Americans with Disabilities Act applies.
Employer name and contact:

_____

Employee's job title:_____ Regular work schedule_____

Employee's Name: _____

Employee's essential job functions:_____

_____

☐ Job description is attached.

SECTION II: For Completion by the Employee
Instructions to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. You are required to submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. Your response is required to obtain or retain the benefit of FMLA protections. Failure to provide a complete and sufficient medical certification may result in a denial of your FML request. You have at least 15 days to return this form.

Your name:_____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

Instructions to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer fully and completely all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address:_____

Type of practice / Medical specialty:

_____

Telephone: (_____)_____

Fax (_____)_____

PART A: MEDICAL FACTS

1. Approximate date condition commenced:_____

Probable duration of condition:_____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

☐ No ☐ Yes. If so, dates of admission:

Dates you treated the patient for condition:

_____

Will the patient need to have treatment visits at least twice per year due to the condition?

☐ No ☐ Yes.

Was medication, other than over-the-counter medication, prescribed? ☐ No ☐ Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)? ☐ No ☐ Yes. If so, state the nature of such treatments and expected duration of treatment:

_____

2. Is the medical condition pregnancy? ☐ No ☐ Yes. If so, expected delivery date:

_____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions:

   Is the employee unable to perform any of his/her job functions due to the condition:
   ☐ No ☐ Yes.

   If so, identify the job functions the employee is unable to perform:

   _____

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

   _____

   _____

   _____

   _____

   _____

PART B: AMOUNT OF LEAVE NEEDED:

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ☐ No ☐ Yes.

   If so, estimate the beginning and ending dates for the period of incapacity:

   _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ☐ No ☐ Yes.

   If so, are the treatments or the reduced number of hours of work medically necessary?
   ☐ No ☐ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period

_____

Estimate the part-time or reduced work schedule the employee needs, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ☐ No ☐ Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups? ☐ No ☐ Yes. If so, explain:

_____

_____

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) ____ month(s)

Duration: _____ hours or _____ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER:

_____

_____

_____

_____

_____

(Signature of Health Care Provider) (Date)

CERTIFICATION OF HEALTH CARE PROVIDER FOR FAMILY MEMBER'S SERIOUS HEALTH CONDITION
(Family and Medical Leave Act of 1993)

SECTION I: For Completion by the EMPLOYER
Instructions to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need of leave to care for a covered family member with a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to employee. Your response is voluntary. While you are required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. 825.306-825.308.Employers must generally maintain records and documents relating to medical certifications, recertification's, or medical histories of employees created for FMLA purposes as confidential medical records in separate file/records from the usual personnel file and in accordance with 29 C.F.R. 1630.14©(1), if the Americans with Disabilities Act applies.

Employer name and contact:

_____

SECTION II: For Completion by the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. You must return a completed form within 15 days of receiving it. Your response is required to obtain or retain the benefit of FMLA protection. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request.

Your Name: _____

Name of family member for whom you will provide care:

_____

If family member is your son or daughter, date of birth:_____

Describe care you will provide to your family member and estimate leave needed to provide care:

_____

_____

_____

_____
Employee Signature Date

SECTION III: For Completion by the HEALTH CARE PROVIDER
Instructions to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer fully and completely all applicable parts. Several questions seek a response as the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address:_____

Type of practice / Medical specialty:

_____

Telephone: (_____)_____
Fax (_____)_____

PART A: MEDICAL FACTS

1. State the approximate date the condition commenced, and the probable duration of the condition

_____

. Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

☐ No ☐ Yes. If so, dates of admission:_____

Date(s) you treated the patient for condition:

_____

Will the patient need to have treatment visits at least twice per year due to the condition?

☐ No ☐ Yes.

. Was medication, other than over-the-counter medication, prescribed? ☐ No ☐ Yes.

- Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)? ☐ No ☐ Yes. If so, state the nature of such treatments and expected duration of treatment:_____

2. Is the medical condition pregnancy? ☐ No ☐ Yes. If so, expected delivery date: _____

- Describe other relevant medical facts, if any, related to the condition for which the patient seeks care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

_____

_____

_____

_____

_____

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ☐ No ☐ Yes. If so, estimate the beginning and ending dates for the period of incapacity: _____.

During this time, will the patient need care? ☐ No ☐ Yes.

Explain the care needed by the patient and why such care is medically necessary?

_____

_____

_____

_____

5. Will the patient need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ☐ No ☐ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period

_____

Explain the care needed by the patient, and why such care is medically necessary: _____

_____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? ☐ No ☐ Yes.

Estimate the hours the patient needs car on an intermittent basis, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient and why such care is medically necessary:

_____

_____

_____

_____

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ☐ No ☐ Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) ____ month(s)

Duration: _____ hours or _____ day(s) per episode

Does the patient need care during these flare-ups? ☐ No ☐ Yes.

Explain the care needed by the patient and why such care is medically necessary:

_____

_____

_____

_____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____
(Signature of Health Care Provider) (Date)

CERTIFICATION OF QUALIFYING EXIGENCY FOR MILITARY FAMILY LEAVE (FAMILY AND MEDICAL LEAVE ACT)

SECTION I: For completion by the **EMPLOYER**:
Instructions to the Employer: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. Please complete section I before giving this form to your employee. Your response is voluntary, and while you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 CFR 825.309

Employer name: _____

Contact information: _____

SECTION II: For completion by the **EMPLOYEE.**
Instructions to Employee: You are required to submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency. Be as specific as you can; terms such as "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Your response is required to obtain your FMLA benefit. While you are not required to provide this information, failure to do so may result in a denial of your request for FMLA leave. Please return this form and any required documentation within 15 calendar days.

Your name: _____
First Middle Last

Name of covered military member on active duty or call to active duty status in support of a contingency operation:

_____
First Middle Last

Relationship of covered military member to you:_____

Period of covered military member's active duty:_____

A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a covered military member's active duty or call to active duty status in support of a contingency operation. Please check one of the following:

☐ A copy of the covered military member's active duty orders is attached.

☐ Other documentation from the military certifying that the covered military member is on active duty (or has been notified of an impending call to active duty) in support of a contingency operation is attached.

☐ I have previously provided my employer with sufficient written documentation confirming the covered military member's active duty or call to active duty status in support of a contingency operation.

PART A: QUALIFYING REASON FOR LEAVE

1. Describe the reason you are requesting FMLA leave due to a qualifying exigency (including the specific reason you are requesting leave):

_____

_____

_____

_____

2. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming an appointment with a counselor or school official, or a copy of a bill for services for the handling of legal or financial affairs.

Available written documentation supporting this request for leave is attached.

☐ Yes
☐ No
☐ None Available.

PART B. AMOUNT OF LEAVE NEEDED

1. Approximate date exigency commenced: _____

   Probable duration of exigency: _____

2. Will you need to be absent from work for a single continuous period of time due to the Qualifying exigency: ☐ No ☐ Yes.

   If so, estimate the beginning and ending dates for the period of absence:

   _____

3. Will you need to be absent from work periodically to address this qualifying exigency?
   ☐ No ☐ Yes.
   Estimate schedule of leave, including the dates of any scheduled meetings or appointments:

   _____

   _____

   _____

   _____

   Estimate the frequency and duration of each appointment, meeting, or leave event, including any travel time (i.e., 1 deployment-related meeting every month lasting 4 hours):

   Frequency: ____ times per ___ week(s) ___ month(s)

   Duration: ____ hours ____ day(s) per event

PART C:
If leave is requested to meet with a third party (such as to arrange for childcare, to attend counseling, to attend meetings with school or childcare providers, to make financial or legal arrangements, to act as the covered military member's representative before a

federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations), a complete and sufficient certification includes the name, address, and appropriate contact information of the individual or entity with whom you are meeting (i.e., either the telephone or fax number or email address of the individual or entity). This information may be used by your employer to verify that the information contained on this form is accurate.

Name of individual: _____ Title: _____

Organization: _____

Address: _____

Telephone: (____) _____ Fax: (____) _____

Describe nature of meeting:

_____
_____
_____
_____
_____
_____
_____

PART D:

I certify that the information I provided above is true and accurate.

_____
Signature of Employee Date

CERTIFICATION FOR SERIOUS INJURY OR ILLNESS OF COVERED SERVICEMEMBER- FOR MILITARY FAMILY LEAVE (FAMILY AND MEDICAL LEAVE ACT)

SECTION I: For completion by the EMPLOYEE and/or the COVERED SERVICEMEMBER for whom the Employee is Requesting Leave.

INSTRUCTIONS to the Employee or Covered Service member: Please complete Section I before having Section II completed. The FMLA permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a covered service member. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. Failure to do so may result in a denial of an employee's

FMLA leave request. The employer must give an employee at least 15 calendar days to return this form to the employer.

PART A: EMPLOYEE INFORMATION

(1) Name and address of Employer (this is the employer of the employee requesting leave to care for Covered Service member):

_____

(2) Name of Employee Requesting Leave to Care for Covered Service member:

_____
First Middle Last

(3) Name of Covered Service member (for whom employee is requesting leave to care):

_____
First Middle Last

(4) Relationship of Employee to Covered Service member Requesting Leave to Care:
☐ Spouse ☐ Parent ☐ Son ☐ Daughter ☐ Next of Kin

PART B: COVERED SERVICEMEMBER INFORMATION

(1) Is the Covered Service member a Current Member of the Regular Armed Forces, the National Guard or Reserves? ☐ No ☐ Yes

If yes, please provide the Covered Service member's military branch, rank and unit currently assigned to:

_____

Is the Covered Service member assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as medical hold or warrior transition unit)? ☐ No ☐ Yes. If yes, please provide the name of the medical treatment facility or unit: _____

(2) Is the Covered Service member on the Temporary Disability Retired List (TDRL)?
☐ No ☐ Yes.

PART C: CARE TO BE PROVIDED TO THE COVERED SERVICEMEMBER

Describe the care to be provided to the Covered Service member and an estimate of the leave needed to provide the care:

_____

_____

_____

SECTION II: For Completion by a UNITED STATES DEPARTMENT OF DEFENSE ("DOD") HEALTH CARE PROVIDER or a HEALTH CARE PROVIDER who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; or (3) a DOD non-network TRICARE authorized private health care provider.

INSTRUCTIONS to the Health Care Provider: The employee listed above has requested leave under the FMLA to care for a family member who is a member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating. A complete and sufficient certification to support a request for FMLA leave due to a covered service member's serious injury or illness includes written documentation confirming that the covered service member's injury or illness was incurred in the line of duty on active duty and that the covered service member is undergoing treatment for such injury or illness by a health care provider listed above. Answer filly and completely all pertinent parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your response to the condition for which the employee is seeking leave.

If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an unauthorized DOD representative (such as DOD recovery care coordinator). Please be sure to sign the form on the last page.

PART A: HEALTH CARE PROVIDER INFORMATION

(1) Health Care Provider's Name and Business Address:

_____

(2) Type of Practice/Medical Specialty:

_____

Please state whether you are either: (1) a DOD Health care provider; (2) a VA health care provider; (3) a DOD TRICARE network authorized private health care provider; or (4) a DOD non-network TRICARE authorized private health care provider: _____

_____

Telephone: (____)_____ Fax: (____)_____ Email: _____

PART B: MEDICAL STATUS

(1) Covered Service member's medical condition is classified as (Check One of the Appropriate Boxes):

☐ (VSI) Very Seriously Ill/Injured: Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

☐ (SI) Seriously Ill/Injured: Illness/Injury is of such a severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

☐ OTHER Ill/Injured: a serious injury or illness that may render the service member medically unfit to perform the duties of the member's office, grade, rank, or rating.

☐ NONE OF THE ABOVE (Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" as provided by the FMLA. If such leave is requested, a separate form must be completed).

(2) Was the condition for which the Covered Service member is being treated incurred in line of duty on active duty in the armed forces? ☐ No ☐ Yes.

(3) Approximate date condition commenced: _____

(4) Probable duration of condition and/or need for care: _____

(5) Is the Covered Service member undergoing medical treatment, recuperation, or therapy?

☐ No ☐ Yes. If yes, please describe medical treatment, recuperation or therapy:

_____

_____

PART C: COVERED SERVICEMEMBER'S NEED FOR CARE BY FAMILY MEMBER

(1) Will the patient be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ☐ No ☐ Yes.

If so, estimate the beginning and ending dates for the period of incapacity:

_____.

(2) Will the covered service member require periodic follow-up treatment appointments?

☐ No ☐ Yes. If yes, estimate the treatment schedule:

_____.

(3) Is there a medical necessity for the covered service member to have periodic care for these follow-up treatment appointments? ☐ No ☐ Yes.

(4) Is there a medical necessity for the covered service member to have periodic care for other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)?
☐ No ☐ Yes. If yes, please estimate the frequency and duration of the periodic care:

_____

_____ _____

Signature of Health Care Provider **Date**

PERSONNEL FILE REQUEST

TO: Dated: _____

Re: S.S. No.: _____

I request a copy of all records relating to my employment with you, including, but not limited to, a complete copy of my personnel file, application for employment, dates of employment, all correspondence, time and attendance records, W-2 forms, W-4 forms, performance reviews, evaluations, occupational health data, medical examinations, disability records, workers' compensation documents, disciplinary documentation, warnings, termination(s), reasons for termination(s), merit awards, rates of pay, and all documents concerning compensation and benefits.

_____ _____

Witness

_____

Address

_____

City State Zip

CHECKLIST FOR INTERNATIONAL INVESTIGATION OF SEXUAL HARASSMENT COMPLAIN, INCLUDING DOCUMENTATION OF INVESTIGATION

☐ **I. Do The Investigation Promptly**

☐ **II. Choosing The Investigator**

A. Trained

☐ 1. Significant knowledge of sexual harassment law and prevention techniques
☐ 2. Knowledge of Town's policies, history, culture, and employees
☐ 3. Skills of an investigator
☐ 4. Good investigation techniques
☐ 5. Evaluation skills

B. Appropriate in Relation to Witnesses, the Accused, and the Accuser

☐ 1. No conflict of interest with any witness
☐ 2. No conflict of interest with the accused
☐ 3. No conflict of interest with the accuser
☐ 4. No conflict of interest with the victim of alleged wrongdoing, if any

C. Qualities of a Good Investigator

☐ 1. Empathy
☐ 2. Patience
☐ 3. Fairness
☐ 4. Perception
☐ 5. Persistence
☐ 6. Common sense
☐ 7. Able to instill confidence
☐ 8. Able to present well before a jury
☐ 9. Good listener

☐ **III. Take Interim Measures During Investigation**

- ☐ A. Place the complainant or the accused on administrative leave.
- ☐ B. Temporarily transfer employees.
- ☐ C. Be careful not to punish the complainant.
- ☐ D. Change supervisory responsibilities.

☐ **IV. Plan The Investigation**

- ☐ A. Determine whether investigation should be covered by attorney-client or work-product privilege
- ☐ B. Identify documents to review
- ☐ C. Identify witnesses to be interviewed
- ☐ D. Determine the format for recording information
- ☐ E. Prepare a schedule for interviews
- ☐ F. Prepare an outline of questions
- ☐ G. Consult Town policy or collective bargaining agreement
- ☐ H. Prepare timetable
- ☐ I. Determine location of interviews

☐ **V. Record The Interview**

- ☐ A. Determine whether the interviews will be recorded
- ☐ B. Determine whether another individual should witness interviews
- ☐ C. Include in Interview Notes:
  1. Date, time and place of interview;

2. Who was present during interview;
3. The time that the interview was concluded;
4. If there is a union involved and the accused declined union representation, a note to that effect;
5. The question that was asked and the information provided in response;
6. Ask the interviewee to read and sign (optional).

☐ **VI. Conducting Interviews Of The Complainant, Accused, And Witnesses**

☐ A. Discuss Town policy regarding investigations

☐ B. If disciplinary action may result from interview with witness, and witness is a member of a union, the union representative can be present.

☐ C. Focus the interview on facts or matters of which the witness has personal knowledge

☐ D. Follow up on answers with more questions

☐ E. Ask witness for names of other witnesses or additional documentation to support their statements

☐ F. View the premises where the alleged acts occurred

☐ G. Use open-ended, non-leading questions

☐ H. Before concluding interview, go back through notes and clarify that they are accurate

☐ **VII. Interviewing The Complainant**

A. Ask the complainant about the incident or incidents

☐ 1. Who harassed the complainant?
☐ 2. How did the harassment take place?
☐ 3. Where did the incident take place?
☐ 4. When (exact date and time) did the incident take place?
☐ 5. If the incident occurred more than once, how often and when?
☐ 6. What was the complainant's response?

- ☐ 7. Were there any witnesses to the incident? Who?
- ☐ 8. Are there any written or computer-generated (i.e. e-mails) documents regarding the incident? Obtain copies.
- ☐ 9. Obtain copies of the complainant's diary or journal.
- ☐ 10. Did you tell anyone about the experience afterward? Who? When? Where? What was said? What was the other person's response?
- ☐ 11. Are there any other people that have complained about the accused's conduct or any other targets? Who?
- ☐ 12. How has the Complainant been affected by the conduct?

B. Discuss the Town's policy on harassment.

- ☐ 1. The prohibitions against harassment.
- ☐ 2. The Town's commitment to banning it from workplace.
- ☐ 3. The Town's commitment to a neutral and impartial investigation.
- ☐ 4. Information obtained in the investigation will be shared on a need-to-know basis (do not promise confidentiality).
- ☐ 5. The Town's prohibition against retaliatory conduct. Ask if the complainant has experienced retaliation.

C. Repeat the complainant's version of the incident and of the information the complainant has provided you to ensure accuracy.

☐ **VIII. Interviewing The Individual Who Is Alleged To Have Violated Town Policy**

☐ A. Treat with respect and a presumption of innocence

☐ B. Give the accused the full opportunity to respond to each and every allegation or complaint

☐ C. Explain Town policy regarding the infraction and the investigation, including the Town's policy prohibiting retaliation

☐ D. Ask the accused what else should be looked into to insure fair investigation

☐ E. Explore the relationship between the accused and the complainant

☐ F. Ask the accused for any witnesses or additional documentation to support the accused's defenses

☐ G. Follow up on witnesses and review documentation

☐ H. Repeat the accused's version of the incident and of the information provided by the accused to ensure its accuracy

☐ **IX. Documenting The Investigation**

☐ A. Compile the Information Obtained

1. The complaint (if in writing)
2. Interview notes
3. Documents and physical evidence
4. Conclusions about credibility
5. Your conclusion about what occurred

☐ B. Prepare a Summary Report

1. The Complaint
2. The issues investigated
3. Witnesses interviewed
4. Documents reviewed
5. Other steps taken (including view of location)
6. Investigation time table
7. Summary of critical information
8. Credibility determinations
9. Findings (do not state make conclusions about whether "unlawful" or "sexual harassment" within the meaning of the law)
10. Recommendation for remedial action (only if asked to provide)

☐ **X. Making The Decision**

☐ A. Notify the Complainant and the Accused of the Conclusion

☐ B. If a finding of inappropriate behavior:

1. Take corrective action and disciplinary action that is reasonably calculated to deter future harassment and that is proportionate to the offense

2. Examples:

   Training
   Review or re-issuance of Town policy
   Apology
   Verbal reprimand
   Written warning
   Special counseling
   Transfer or reassignment
   Demotion
   Withhold bonus
   Suspension
   Discharge

3. If individual found to have engaged in inappropriate behavior is not terminated, regularly meet with complainant to ensure behavior not continuing and no retaliation.

☐ C. If cannot determine if inappropriate behavior occurred:

1. Reissue policy to all or certain employees
2. Conduct training for all employees
3. Regularly meet with complainant to ensure behavior not continuing and no retaliation

DISCIPLINARY/COUNSELING NOTICE

Employee:_____

Department:_____

Date of Occurrence:_____

Discipline:

- ☐ Counseling
- ☐ Verbal Warning
- ☐ Written Warning
- ☐ Suspension
- ☐ Dismissal
- ☐ Other

1. Statement of the problem: (e.g., violation of rules, standards, practices, or unsatisfactory performance)

2. Prior discussion or warnings on this subject: (e.g., oral, written, dates, etc.)

3. Statement of Town policy on this subject:

4. Summary of goals/corrective action to be taken:

Please be advised that failure to correct this behavior or further violation of Town Policy will result in disciplinary action, up to and including discharge from employment.

Employee comments: _____

_____

_____

_____

_____

Employee Signature_____ Date_____

Supervisor Signature_____ Date_____

Supervisor's Printed Name_____

Distribution: One copy to Employee, one copy to Supervisor and original copy to Human Resources

SUPERVISOR'S PRE-DISMISSAL CHECKLIST

This checklist serves as a reference and guide to supervisors when considering a serious matter such as employee dismissal.

Employee Name_____ Department_____

Manager_____ Date_____

	YES	NO
1. Have I documented all facts and actions?	☐	☐
2. Have I assembled the records?	☐	☐
3. Length of service _____ Performance records (keep examples of unsatisfactory work product) Attendance record Performance review records, reflecting candid appraisals Discipline and warning records Special action records		
4. Is my decision based on facts, not inference, suspicion or emotion?	☐	☐
5. Has the employee fully understood the job requirements and behavior standards?	☐	☐
6. Have I given the employee specific information where he or she has fallen short in job performance or behavior standards?	☐	☐
7. Has the employee received at least one written warning of possible dismissal?	☐	☐
(Where serious misconduct is involved, immediate suspension without warning may be justified. Examples: drinking or drunkenness on duty, dishonesty, theft, immoral or indecent conduct, fighting, insubordination, violation of secrecy of communication rules, sabotage.)		
Am I *sure* the employee understood the warning?	☐	☐
8. Has the employee had sufficient time and opportunity to to correct the condition that led me to take this action?	☐	☐

9. Has the employee had an opportunity to be heard? ☐ ☐
   Have I considered the employee's point of view? ☐ ☐
   Have personal difficulties or special, mitigating circumstances been considered? ☐ ☐

10. Where the situation warrants, has consideration been given to transferring or demoting this employee? ☐ ☐

	YES	NO
11. Am I sure that discharge will come as no surprise to the employee?	☐	☐
12. Is dismissal in this case consistent with past practice?	☐	☐
13. Would the Town/City be able to justify treatment of this employee if he or she claims discrimination or unjust dismissal?	☐	☐
14. Would a jury conclude that our treatment of this employee was fair?	☐	☐
15. Has this decision been discussed with and approved by appropriate levels of higher management?	☐	☐
16. Am I prepared to handle this dismissal tactfully and objectively?	☐	☐
17. Have I scheduled the dismissal interview at a time that will eliminate or minimize the employee's personal contact with other employees before he or she leaves the premises?	☐	☐
18. Have I made arrangements to notify the employee in private?	☐	☐
19. Have I arranged for the final paycheck and am I prepared to explain the amount?	☐	☐
20. Do I know what group life and health insurance the employee has and am I able to explain what will happen to it after dismissal?	☐	☐
21. Is the Personnel Department prepared to conduct a careful exit interview?	☐	☐
22. Have I decided what statements will be made to other employees	☐	☐

concerning this person's discharge?