

# **PERSONNEL POLICIES AND PROCEDURES MANUAL FOR**

## **Town of Dunbarton**

*Amended February 25, 2021*

*Amended August 19, 2021*

*Amended September 2, 2021*

**This document supersedes all personnel policies previously established or  
approved by the Town of Dunbarton.**



## WELCOME TO THE TOWN OF DUNBARTON!

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

As an employee of the Town of Dunbarton, 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 and/or Town Administrator.

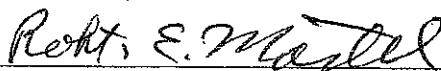
We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

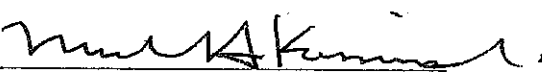
Sincerely,

Dunbarton Board of Selectmen

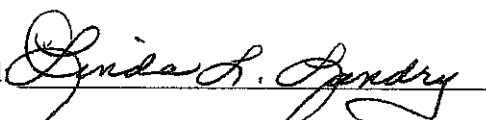
### CERTIFICATE OF ADOPTION

  
David Nault, Chairman

  
Robert Martel

  
Michael Kaminski

This document was received and recorded by the Town Clerk on September 20, 2021.

Signed   
Dunbarton Town Clerk

Book IX page XXX

Seal:

## **ABOUT THIS MANUAL**

The policies outlined in this Manual should be regarded as guidelines only, which may require changing from time to time. The Town of Dunbarton 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. This Manual supersedes and replaces any and all prior Manuals, policies, procedures, and practices of the Town.

This Manual also summarizes the current benefit plans maintained by the Town 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 Town 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 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 Town 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 will also be placed on the Town Website.

Your Employment with the Town of Dunbarton may be subject to a Criminal Records Check and/or passing a physical.

## **RECEIPT AND ACKNOWLEDGMENT OF PERSONNEL POLICIES AND PROCEDURES MANUAL**

This Personnel Policies and Procedures Manual is an important document intended to help you become acquainted with the Town of Dunbarton. 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's sole discretion at any time. I understand that this Manual supersedes and replaces all other previous manuals and personnel policies as adopted and amended.
- 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 the Town of Dunbarton premises or with non-Town 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

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## **I. GENERAL PROVISIONS**

### **OUR WORKPLACE**

As you review this Manual, you will notice that terms such as “workplace” and “premises” appear in many of the Town’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 the Town’s 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 the Town’s related business.

### **APPOINTING AUTHORITY**

The Board of Selectmen has the authority to hire and terminate personnel.

### **EQUAL EMPLOYMENT OPPORTUNITY AND POLICY AGAINST HARASSMENT / ABUSIVE WORK ENVIRONMENT**

The Town of Dunbarton 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. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, benefits and training.

In support of our commitment to equal employment opportunities, the Town 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 termination of employment. The Town defines harassment as follows:

Harassment is verbal and/or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, sex, pregnancy, national origin, ancestry, age, religion, disability, marital status, sexual orientation or veteran status, or that of his/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 Town 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 or elected official) 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.

### **ABUSIVE WORK ENVIRONMENT (BULLYING)**

The Town of Dunbarton is committed to providing a positive work environment for employees free from bullying, intimidation, ridicule, and harassment. The abuse of employees in the workplace is declared to be against public policy.

- I. “abusive conduct or bullying” means a pattern of incidents involving written, verbal, or electronic communications, or physical acts or gestures, or any combination thereof, directed at another employee or group of employees which intimidates, degrades, or humiliates the target. Such incidents may be overt or covert behavior, or both. Abusive conduct includes but is not limited to:
  - (a) Constant and harsh displays of disrespect.
  - (b) Behavior or language that frightens, degrades, or criticizes the employee alone or in public.
  - (c) Encouraging others to turn against the targeted employee.
  - (d) Ignoring or showing hostility towards an employee seeking information or assistance.
  - (e) Using confidential information to publicly humiliate an employee.
  - (f) Creating unreasonable demands, for example workload, deadlines, or duties, that set a worker up for failure.

- (g) Constant and unreasonable criticism which is not part of a typical evaluation process.
  - (h) Deliberately denying an employee access to information or resources necessary to properly complete a task.
- II. “Abusive work environment” means an employment condition where any employee or group of employees subjects another employee or a group of employees to abusive conduct so severe that it causes tangible harm.
  - III. “Employee” shall mean any full or part-time, classified or unclassified officer or employee of any branch, department, commission, bureau, institution, or agency of the town government.
  - IV. “Employer” means any branch, department, commission, bureau, agency, or agent of the Town.

## **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 the Town of Dunbarton. 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 unwelcomed sexual advances, requests for sexual favors, and other verbal, physical, and nonphysical conduct of a sexual nature when:

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

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

otherwise displaying any written materials or pictures that are sexually suggestive or offensive in nature.

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

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

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

#### C. Complaints of Sexual Harassment

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

#### D. Retaliation

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

## **REPORTING PROCEDURE FOR SEXUAL, ABUSIVE WORK ENVIRONMENT, UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION**

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

1. If you believe that you have experienced sexual or other unlawful harassment, discrimination or retaliation, you should report the incident immediately to your Department Head.
2. A Department Head who becomes aware of discriminatory or harassing conduct, a complaint of discrimination or harassment, or retaliation must report the conduct and/or complaint immediately to the Town Administrator. If for any reason the complaint cannot be made to the Town Administrator, it should then be reported to the Board of Selectmen.
3. The Town will promptly investigate incidents reported through this procedure. Any Employee 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 of the outcome of the investigation and whether remedial action is being undertaken by the Town.
4. The Town will conduct all investigations in a discreet manner. Disclosure of complaints will be limited to those with a need to know in order to investigate the complaint and take appropriate remedial action.

### **THE AMERICANS WITH DISABILITIES ACT**

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

Please notify 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.

## **II. EMPLOYEE CLASSIFICATIONS**

### **EMPLOYEE CLASSIFICATIONS**

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, please ask your Department Head or Town Administrator.

**FULL-TIME EMPLOYEES:** Individuals who are regularly scheduled to work no less than 35 and no more than 40 hours per week. (The Police Department is excepted if utilizing an alternative work schedule).

**PART-TIME EMPLOYEES:** Individuals who are regularly scheduled to work less than 35 hours per week. Part-time employees are not eligible for benefits described in this manual except where noted or to the extent required by State or Federal Law. Occasionally exceeding the part-time hour limit worked in one week (35) does not automatically trigger full-time employee benefits status. \* (Amended 09/02/2021)

**FIRE FIGHTER:** Fire fighters are considered volunteer or on-call and not eligible for benefits described in this manual except where noted or to the extent required by State or Federal Law. \*(Amended 12/07/2017)

**TEMPORARY EMPLOYEES:** Individuals who are hired for a specific period of time for the completion of a specific project. Seasonal employees, those hired to work for twenty-six (26) weeks or less, are considered to be temporary employees.

**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 the Town’s policy.

FLSA does not apply to selectmen, town clerks, tax collectors, treasurers, or elected or appointed board members. 29 U.S.C. 203 (d)-(e).

**ELECTED OFFICIALS:** Individuals that are placed on a legal ballot and elected by majority vote during a duly scheduled election for position(s) within the Town Government. These Elected Officials are not eligible for benefits described in this manual except where noted or to the extent required by State or Federal Law.

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 the Town Administrator.

## **PROBATIONARY PERIOD**

### **DEFINITION AND PURPOSE**

The probationary period provides a probationary employee the opportunity to become acquainted with the job and learn any necessary skills. Supervisory personnel will be responsible for checking to see that the probationary employee is learning the duties of the job and is capable of performing them. If, at any time during this period, the supervisory personnel determine that the probationary employee is not suited for the position for reasons including, but not limited to poor work performance and violation of work rules, the probationary employee may be terminated without the right of appeal or hearing.

### **PROBATIONARY PERIOD FOR NEW HIRE**

A probationary employee will be required to serve a probationary period to be determined at the time of hire by the Board of Selectmen on a case by case basis.

### **LIMITATIONS OF THE PROBATIONARY PERIOD**

No probationary employee shall be considered an employee until the probationary period is successfully completed. New hires will be eligible for all Town benefits on the first of the month following their date of hire. Public Safety personnel shall serve a probationary period of twelve (12) consecutive calendar months which may be extended by the Chief as may be required but not for a period of more than four (4) additional consecutive months. In cases of original employment by the Town during the probationary period, an employee may be dismissed at any time without the right of appeal or hearing in any manner.

An employee may be placed on probation for a period not exceeding twelve (12) months for cause. The employee may be dismissed at any time without the right of appeal or hearing in any manner.

### **PROMOTIONS**

All benefits and seniority earned as of the date of a promotion will be retained by the employee.

## **ANNUAL EVALUATION**

An annual evaluation will be based upon a rating of employees by their Department Head or Board of Selectmen relating generally to their work habits, performance and other job-related factors.

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

Compensation will be determined by the Board of Selectmen on recommendation of the Department Head.

## **REPORTING OF TIME WORKED**

It is important that your time be accurately reported so that you are compensated for the hours that you work. Employees are required to complete Town approved weekly time sheets.

Falsification of time records could lead to disciplinary action, up to and including termination from employment. Your Department Head or the Town Administrator will provide you with details concerning your obligation to report all time you have worked.

### **PAY/PAY PERIODS**

Employees will be paid on Friday on a weekly basis. Employees will be paid for all hours worked during the calendar week preceding the pay period. (Police Department is excepted). Please review your paycheck for errors. If you find a mistake, report it to the Accounting/Payroll Department immediately.

### **WORK WEEK/HOURS OF WORK**

The Town's work week begins on Sunday at 12:00 a.m. 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. An employee called into work for emergencies will be paid a minimum of three (3) hours.

### **LONGEVITY**

Upon the eight (8<sup>th</sup>) year of service and every two (2) years thereafter, employees will be paid in a lump sum (less taxes) in the (1<sup>st</sup>) week of December. Longevity pay will accumulate, therefore, as follows:

<u>YEAR</u>	<u>ANNUAL PAYMENT</u>
8	\$400.00
10	\$800.00
12	\$1,200.00
14	\$1,600.00
16	\$2,000.00

This compensation will be calculated on the twelve-month (12) period from the first (1<sup>st</sup>) week of November of one year to the first (1<sup>st</sup>) week of November of the following year. Employees who separate prior to November shall be paid on a pro-rata basis for the year. The longevity rate will be figured as part of the base for overtime purposes. A full-time Town Clerk is eligible for longevity as an approved full-time benefits package. (The changes to Longevity is effective January 1<sup>st</sup>, 2018 as approved by the legislative body). *\*(Amended 7/27/2017)*

### **STEP INCREASE PLAN**

Step increases are granted to employees (Full Time & Part Time) based upon a Three Step Pay Plan where each succeeding step increases by 5%. Initial hires will begin at Step I of their job classification unless additional experience and/or education warrants a higher initial Step. This will be determined by the Board of Selectmen. There is a 3-year interval between Step I and Step II and a 2-year interval between Step II and Step III. (Step Wage Scale) Available upon request at the town office or through your supervisor. *\*(Amended 12/03/2015)*



## **PAYROLL DEDUCTIONS**

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

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

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

The Town complies with all federal and state laws with regard to deductions from paychecks, including deductions from the salaries of exempt employees. In accordance with the laws, salaried exempt employees receive a predetermined salary which is not subject to reduction because of variations in the quality or quantity of work performed and is not subject to reduction for absences requested by the Town or due to the operating requirements of the Town. The Town recognizes that under federal and state law there are only limited times when a salaried employee's salary can be subject to deductions.

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

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

If you have any questions or concerns about your paycheck or any deductions from your pay, please contact the Accounting and Payroll Department 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 Administrative Office.

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.

### **REIMBURSABLE EXPENSES**

Town policy mandates that protective footwear be worn during work hours for all employees as identified in the Joint Loss Policy. With prior approve by the Deptment Head or Town Adminstrator in their absence, the Town of Dunbarton will reimburse these employees up to \$150.00 for the purchase of approved safety footwear\* (Current original receipt required).

Any additional costs associated with the purchase of footwear above the \$150.00, will be the responsibility of the employee.

The town's reimbursement will be limited to no more than one pair of protective footwear every 12 months for full and regular part-time employees. New employees shall receive reimbursement with commencement of work. Part-time employees working less than 10 hours per week are authorized one pair every two years.

Deviations from this limitation will be determined on a case-by-case basis, otherwise replacement or repair of the safety footware within that one or two-year period will be at the responsibility of the employee. Reimbursement will be in the form of a separate check.

*\*(Amended 3/30/2017)*

### **EDUCATIONAL PROGRAMS**

In order that full time employees may perform their work more efficiently and be able to qualify for positions of increasing difficulty and responsibility, the appropriate authority shall develop and implement an educational training program whenever possible.

#### **Educational Reimbursement Incentive**

An education reimbursement will apply to all full time Town employees who complete non-required but approved courses relating to their current employment.

#### **Course Approval**

Courses must be requested in writing and approved in advance by the Board of Selectmen as meeting the requirement that the course is related to the employee's job.

## **Town's share**

The Town shall pay up to fifty percent (50%) of the cost of such courses not to exceed the total amount budgeted for the Educational Program. To receive reimbursement, the employee shall receive a grade of "C" or higher. For each course reimbursed, the employee must commit to a minimum of 18 months employment or repayment of Town paid educational expenses. Accelerated, weekend or online courses will be considered.

## **OVERTIME**

From time to time, it may be necessary for you to perform overtime work. All overtime must be approved in advance by the Department Head or Board of Selectmen. Except in the event of an emergency, the Department Head or Board of Selectmen 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 normal rate of pay for all time worked in excess of forty (40) hours per week or when called in to work for emergencies. Sick days, holidays, vacation time, leaves of absences, and other time off benefits are not counted as "time worked" for purposes of overtime.

Duly Sworn Police Officers will be paid overtime at the rate of one and one-half (1-1/2) times their normal rate of pay for all time worked in excess of the normal scheduled hours per week averaged over a (2) two-week period or when called into work for emergencies.

## **COMPENSATORY TIME**

Compensatory time is defined as unpaid time earned by an employee for hours worked in excess of the normally-scheduled work week or forty (40) hours. It will be credited at the rate of time and one half (1 ½) hours for each overtime hour worked. Compensatory time may be taken in hourly increments. The Town will pay employees for unused-compensatory time at the end of the year. Compensatory time may not be carried over and accumulated in subsequent years.

*\*(Amended at BOS 8/23/2018)*

Compensatory time will be authorized only under strictly controlled circumstances with prior approval of the Department Head or the Board of Selectmen. Compensatory time will not be authorized for the completion of regular duties; however, extraordinary work may be offset by compensatory time. Compensatory time may be accrued to a maximum of one (1) normally scheduled work week of forty (40) hours.

## **HIGHWAY WINTER MAINTENANCE ON-CALL**

Full-time Highway Maintenance employees are required to be on-call in order to provide timely, efficient winter maintenance, snow removal and ice control on the roadways of the municipality for the safety and benefit of the Town residents and the general motoring public. Compensation for being on-call will be set by the Board of Selectmen annually and be distributed each year in the last pay period of January. *\*(Amended at BOS 12/19/2019)*

## **HIGHWAY CONTRACTOR WINTER MAINTENANCE ON-CALL-STIPEND**

**Effective November 15, 2020**

Contractors hired to perform the service of winter maintenance of town roads using their own equipment shall be compensated through an on-call stipend beginning on third Sunday of November for a period of 20 weeks.

To qualify, the following conditions must be met:

- Subcontractors must have the appropriate operator license for their vehicle and provide of copy of a certificate of insurance.
- Subcontractors equipment must be operational ready.
- If the subcontractor is not called in for any type of winter maintenance, the town will compensate the contractor a minimum of 5-hours per week for being on-call.
- The subcontractor must be able to report for winter maintenance services (or send a qualified designee to provide) the service in order to be eligible for the 5-hour weekly standby stipend.
- The on-call stipend will not be paid during a week when a contractor is called in for winter maintenance that exceeds 5-hours of services.
- If the contractor is called in for services and does not meet the minimum of 5-hours, then the town will compensate the contractor for the difference to guarantee a minimum of 5-hours.
- The on-call stipend period runs Sunday through Saturday.
- The town cannot guarantee a disbursement of a stipend if the contractor does not submit an invoice on a timely basis. An invoice must be filed with the accounting department by the following Monday of a full week.
- The hourly rate of on-call shall be reviewed and determined by the Board of Selectmen on an annual basis.
  
- A 6 or 10-wheeled plow/sander truck shall be paid: \_\_\_\_\_ per hour.
  
- A 1-ton plow truck shall be paid: \_\_\_\_\_ per hour.

\*(Amended at BOS 11/05/2020)

## **TRAVEL ALLOWANCE FOR TRANSFER STATION ATTENDEES**

Transfer Station Attendees working their full shifts during the month will receive a travel allowance by the following schedule average:

Full Time, working 40 hours or more per week:	\$125.00
Full Time, personal, sick, comptime, holiday or vacation leave does not count as time worked.	
Full Time or Part Time, working a minimum of 28 hours or more per week:	\$100.00
Full Time or Part Time, working a minimum of 22 but less than 28 per week:	\$ 75.00
Full Time or Part Time, working less than 22 hours per week:	\$ 50.00
Part Time Casual must work four consecutive weeks in the month to qualify.	

An excused absence for illness or personal reason by the Supervisor shall constitute a completion of their schedule. This policy will become effective April 1<sup>st</sup>, 2020 with payments distributed in the first week following each month. *\*(Adopted at BOS meeting 5/14/2020)*

## **MEAL PERIODS**

The Town of Dunbarton requires employees scheduled to work 5 or more hours to take a ½ hour lunch period. (Per RSA 275:30-a Lunch or Eating Period)

## **IV. TIME AWAY FROM WORK AND OTHER LEAVE BENEFITS**

### **HOLIDAYS**

Full-time employees are entitled to the paid holidays listed below and are paid at a standard eight (8) hour workday. *(Amended 8/9/2018)*

#### Holidays:

New Year's Day	(January 1)
Martin Luther King Day (aka Civil Rights 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	(the day after Thanksgiving)
Christmas Day (December 25)	(December 25)

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 the Department Head, Town Administrator or Board of Selectmen. Floating holidays must be taken within one week of the holiday or within a reasonable time approved the Department Head and may not be carried over or accumulated in subsequent years except when approved by the Board of Selectmen. *\*(Amended 11/09/2017)*

Holidays: Full Time & Part Time Employees working on a holiday shall be paid overtime at the rate of one and one-half (1-1/2) times their normal rate of pay for all time worked on a holiday within their regular scheduled shift, plus their holiday pay if applicable. Work on holidays requires prior approval by your Department Head, Town Administrator or Board of Selectmen. *\*(Amended 7/27/2017)*

All holidays for Full Time employees will be observed on the day designated by the Federal Government. All holidays for Full Time Police will be observed on the actual date of the holiday.

## **VACATION**

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

Annual leave and Personal days shall be accrued in hours each year to be used in the following year. On the first of January, following the date of hire, new hires will receive one week of vacation. Upon completion of each calendar year after the initial year in which the employee is hired, the employee will be credited with annual leave each successive January first for use in the following year based on the following schedule. During the second (2), fifth (5), and tenth (10) year anniversary, eligible vacation time will be credited after the anniversary date of hire.:

<u>Years of Continuous Service</u>	<u>Vacation Time</u>
First year	40 hours or 5 days (one week)
Second year	80 hours or 10 days (second week, after hiring anniversary date)
Fifth year	120 hours or 15 days (third week, after hiring anniversary date)
Tenth year	160 hours or 20 days (fourth week, after hiring anniversary date)

Vacation time may be taken in hourly increments. The Town will not pay employees for unused vacation time at the end of the year. Vacation time may not be carried over and accumulated in subsequent years except when approved by the Board of Selectmen. The employee will make a written request to their Department Head before December 1<sup>st</sup>.

Employees must submit requests for vacation time to their Department Head or the Board of Selectmen in writing. 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 or the Board of Selectmen.

## **PERSONAL DAYS**

Each employee who uses less than two full days of sick leave in a twelve (12) month calendar period shall be awarded two (2) personal days. Personal days shall be accrued in hours each year and must be used in the following year and are paid at a standard eighth (8) hour workday. Personal Days may not be carried over and accumulated in subsequent years except when approved by the Board of Selectmen. *\*(Amended 8/9/2018)*

## **SICK LEAVE**

The Town provides paid sick time to all full-time employees. Sick time may be used in hourly increments, and employees will be paid at the normal straight time. Sick pay may not exceed the regular scheduled hours per day/per week.

Sick leave accrues at the rate of 10 hours per month, up to a maximum of 240 hours. Accrual commences on the date of hire, but cannot be taken in the first six (6) months.

Sick leave shall be allowed only for a qualifying event and actual sickness or disability of the employee, or to meet dental or doctor appointments or other sickness prevention measures. The Town may, at any time, ask you to submit satisfactory medical verification of an illness from

your health care provider for absences in excess of three (3) days. Failure to provide verification may result in loss of sick leave benefits or, in cases in which sick leave abuse is detected, disciplinary action.

Effective each January 1<sup>st</sup>, full time employees who have accumulated their 240 hours' maximum sick leave may deposit further sick leave at the rate of forty (40) hours per year into a sick leave bank. The sick bank will provide the difference between an employee's regular wages and the amount provided by the employee's short-term disability plan for six (6) months.

Sick bank time does not become available until all of the employee's other accrued paid time off (sick, vacation, personal, and comp time) has been exhausted.

After the short-term disability plan has expired, the sick bank will pay the difference between the long-term disability plan and the employee's regular wages. The sick bank payments will continue until the employee has been placed on long-term disability by the Social Security Office or the sick bank's accumulated days have been used. Only those employees contributing to the bank will be eligible to withdraw days from the bank.

## **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 the Town's other leave policies, including vacation, sick, maternity leave 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, and sick leave. However, if the leave of absence is for medical reasons, eligible employees may apply for workers' compensation or short-term disability insurance. The forms for these benefits are available from the Administrative Office.

Employees who are granted a personal leave of absence may continue to participate in our health insurance plan for the calendar month during which the leave begins. When that calendar month has expired, the employee may continue health insurance coverage by making arrangements with the Accounting/Payroll department to pay the entire amount of the appropriate monthly premium in advance each month.

To request a personal leave of absence, please contact your Department Head or the Board of Selectmen. 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, a personal leave 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/her health care provider before reinstated to work.

A request for leave will be considered on a case-by-case basis. 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 the Board of Selectmen when you are able to return to work.

We will make reasonable efforts to reinstate an employee returning from a personal leave 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/her employment with the Town.

## **FAMILY AND MEDICAL LEAVE**

The Family and Medical Leave Act (FMLA) of 1993 requires that job-protected leave of up to twelve (12) unpaid weeks in a twelve (12) month period be granted to employees under the following circumstances:

1. For the birth of the employee's child or a placement of a child with the employee for adoption or foster care.
2. For the care of the employee's spouse, child or parent with a serious health condition.
3. For the employee's own serious health condition.

The twelve (12) month period to be used in calculating an employee's entitlement to FMLA will be based on the rolling year which begins on the date of the first requested leave for a qualifying event.

An employee must exhaust any applicable paid leave benefits including sick pay, personal time, vacation time, etc. and the remainder of the twelve (12) weeks will be unpaid.

Employees will be allowed the same job or equivalent upon their return to work.

Payment of health, life and disability insurance shall be paid by the Town at the same level during the twelve (12) week leave.

## **MILITARY LEAVE**

Employees who 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 their Department Head or the Town Administrator aware of the need for leave as soon as the employee receives 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 the Board of Selectmen 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 continue his/her health insurance coverage at his/her own expense for up to 24 months, in accordance with USERRA. The cost for continuation of coverage will be the full cost of the premium.

When the employee returns to work, he/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 the Board of Selectmen 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 Board of Selectmen 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 Board of Selectman of the desire for reinstatement within 90 days of completing service.

The Town of Dunbarton 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 of Dunbarton 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 of Dunbarton 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.

### **BEREAVEMENT LEAVE**

Full-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 an employee's immediate family, the Town will provide three (3) days paid time off and are paid at a standard eight (8) hour workday. "Immediate family" includes spouse, 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. One of the above family relationships must be documented on the bereavement leave request. *(Amended 8/09/2018)*

As a benefit to all Full Time Employees, upon completion of the Breavement Leave request form, the Town will authorized a payment to purchase flowers or a charitable contribution of choice on behalf of the Town, in a dollar amount approved by the Selectmen.

\*(Amended 09/02/2021)

### **JURY DUTY/WITNESS LEAVE**

The Town considers it a civic duty to serve on a jury if summoned and will grant you paid 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. Full-time employees who are summoned for jury duty shall be paid their normal day's pay. The full-time employees will remit to the Town all compensation he/she receives for performing jury duty.

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

### **LEAVE OF ABSENCE FOR VICTIMS OF CRIME**

The Town will grant an employee an unpaid leave of absence to attend court proceedings 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 an unpaid leave of absence 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, step-parent, child, step-child, sibling, spouse, grandparent, or legal guardian of the victim.

An employee needing time off under this policy should notify the Board of Selectmen 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.

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 for the Town. An “undue hardship” for purposes of this policy means significant difficulty and expense. In determining whether an undue hardship may exist, the Town will consider the size of its operations, the employee’s position, and our need for the employee to be at work.

An employee may elect to use his/her accrued, unused vacation time.

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.

### **MEDICAL BENEFIT PLAN**

Full-time employees may participate in our medical insurance plan, by enrolling in either a single, two-person, or family plan. Information and enrollment forms may be obtained from the Administrative Office. 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.

The Town of Dunbarton offers a health insurance stipend in lieu of benefits with proof of insurance. Proof of insurance must be submitted by the employee on an annual basis.

The Town agrees to pay the equivalent of 50% of the Town’s portion of the single person plan health insurance in lieu of the Town’s paid health insurance as part of the standard employment benefits package.

Health insurance coverage will become effective on the 1<sup>st</sup> of the month following the date of hire.

- Full time employees hired before 2/17/2005 will be entitled to health insurance benefits fully paid by the Town for the employee and the employee’s spouse and dependents.
- Full time employees hired after 2/17/2005 but before 1/16/2008 will be entitled to health insurance benefits 100% paid by the Town for the employee and 80% of the

premiums paid by the Town for the employee's spouse and dependents. The remaining 20% of the premiums to be paid by the employee.

- Full time employees hired after 1/16/2008 will be entitled to health insurance benefits with 80% of the premiums paid by the Town for the employee, and the employee's spouse and dependents. The remaining 20% of the premiums to be paid by the employee.

### **DENTAL PLAN**

Full-time employees may participate in our dental insurance plan, by enrolling in either a single, two-person, or family plan.

- Full time employees hired before 1/16/2008 will be entitled to dental benefits 100% paid by the Town for the employee only. Full time employees hired after 1/16/2008 will be entitled to dental benefits 80% paid by the Town for the employee only.
- Premiums for the employee's spouse and dependents to be paid by the employee.

Dental insurance will become effective on the 1<sup>st</sup> of the month following the date of hire.

### **RETIREMENT PLAN**

Full time employees will be enrolled in the N.H. Retirement System. Information on the retirement plan may be obtained from the Administrative Office. The Town has no set retirement age and an employee may continue in service until no longer capable of fulfilling his/her required duties.

Upon retirement from the Town of Dunbarton, an employee with a minimum of 20 years of service will be paid 1/3 of his/her accumulated sick pay. (Sick Bank hours are exempt of this section).

### **SHORT-TERM AND LONG-TERM DISABILITY INSURANCE**

Full time employees are enrolled in our short-term and long-term disability insurance plans effective on the 1<sup>st</sup> of the month following the date of hire. This insurance is provided at no cost to the employee. This insurance is designed to provide some income for you in the event that you suffer a non-occupational illness or injury.

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

Employees, who suffer an illness or injury, shall notify their Department Head or the Town Administrator immediately. The Administrative Office will tell you which forms must be completed and the medical information that must be supplied to apply for the benefits.

### **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 Administrative Office for more information about COBRA.

## **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 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 or the Town Administrator. Employees must complete the necessary workers' compensation forms following any injury. The employer shall file this report with the Workers' Compensation carrier as soon as possible after being made aware of the occurrence of an occupational injury or disease but no later than five days thereafter.

**Weekly Income Benefits:** 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 their Department Head or the Board of Selectmen. Please refer to the Americans with Disabilities Act policy in this Personnel Manual for more information.

**Reinstatement:** Upon request a full-time employee who has sustained an on-the-job injury will be reinstated to his or her former position within eighteen (18) months of the initial injury if the position exists and is available, and the employee is able to perform 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.

## **UNEMPLOYMENT COMPENSATION**

The Town of Dunbarton 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.

## **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.

### **V. ON THE JOB**

#### **ATTENDANCE**

Attendance and punctuality are important factors for your success as an employee of 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/her Department Head or the Town Administrator. 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/she will need to be late or absent, the employee is required to request in writing, this time off directly from his/her Department Head.

For late arrivals, the employee should indicate when he/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/her behalf.

An employee absent from work for two (2) consecutive days without notifying his/her Department Head or the Town Administrator will be considered a voluntary resignation. Furthermore, three (3) unauthorized absences in a 90-day period, or a consistent pattern of absences, 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 or 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.

#### **CONFIDENTIALITY**

Information and records relating to Town business, operations, plans, projects, strategies, employees, or citizens may in some cases be confidential. Therefore, employees must treat all matters accordingly.

No Town information, including, without limitation, documents, notes, files, records, 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 Board of Selectmen.

Confidential information obtained through conversation or discourse may not be repeated without prior approval from the Board of Selectmen. Release of such information may lead to disciplinary action, up to and including dismissal from employment.

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

## **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 Town owned computers or other communications equipment, including e-mail and voice mail systems. The Town reserves the right 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 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.
- 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 your Department Head or 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 Town Administrator or the Board of Selectmen.
- 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/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 or the Board of Selectmen.
- 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.

### **PERSONAL DRESS CODE**

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. Tight-fitting clothing, low riding pants, tank tops, bare midriff (half) shirts, shirts with bare backs, short skirts or short 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 the Town's dress code should be directed to your Department Head or the Town Administrator.

### **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 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 get to work, then you must call your Department Head or the Town Administrator 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 or sick 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.

### **SOLICITATION AND DISTRIBUTION**

No solicitation of any kind is permitted during working time, unless first approved by the Department Head or Board of Selectmen. "Solicitation" is defined as requests for contributions, donations, raffles, lotteries, and 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 your Department Head or the Board of Selectmen. “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 Town premises at any time.

### **MOTOR VEHICLE VIOLATIONS**

Employees who operate Town vehicles are required within seventy-two (72) hours to notify their Department Head or the Board of Selectmen 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 a Town owned vehicle is suspended, revoked, or otherwise restricted, the employee must notify his/her Department Head within one working day of learning of the suspension, revocation, or restriction. No employee is authorized to operate any town owned vehicle while his/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.

Employees who operate Town owned vehicles may be required to provide an official copy of their driving record annually at the Town’s expense.

### **TOWN OF DUNBARTON 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.

### **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 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 their Department Head or the Administrative Office 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.

## **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.

## **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 of Dunbarton 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 while in the employ of the Town.

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.

13. **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.

14. **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.

15. **Insubordination**

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

16. **Violation of the Town of Dunbarton Policies, Procedures or Rules**

Violating or failing to follow the Town of Dunbarton policies, procedures or rules.

## **DISCIPLINE**

It is the policy of the Town of Dunbarton 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.

## **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 his/her supervisor's response is urged to go to the Town Administrator and again try to resolve the issue. If the matter is not resolved by the Town Administrator within fifteen (15) business days, the Board of Selectmen 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.

## **PERSONNEL RECORDS**

The Town of Dunbarton 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 normal 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 of Dunbarton 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 contains accurate updated information regarding who should be contacted in case of emergency. Please notify the Administrative Office as soon as possible of any changes in your name, address, telephone number, marital status, dependents and/or beneficiaries.

### **PERFORMANCE APPRAISALS**

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 or the Board of Selectmen. However, performance review is a continuing process throughout the course of employment, and you may meet with your supervisor to discuss performance more frequently.

The Department Head or the Board of Selectmen 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 appraisal form indicates that you have seen the appraisal; it does not indicate agreement or disagreement with the content of the review.

A performance appraisal is not a contract or a commitment to provide a compensation adjustment, a promotion, a bonus, or continued employment. Appraisals are only one of several factors that the Town uses in connection with compensation, promotion, and retention decisions.

A verbal warning in an employee file can be removed upon satisfactory work performance for a successive period of 12 months.

### **RECRUITMENT, SELECTION, PROMOTIONS AND TRANSFERS**

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 not currently employed by the Town, depending upon the circumstances.

Recruitment of persons for positions of employment with the Town of Dunbarton shall be the responsibility of the Department Heads, subject to the approval of the Board of Selectmen. A written recommendation shall be presented to the Board of Selectmen.

Employees may obtain information about open positions and request consideration for any opening by contacting their Department Head. 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 (6) six months in a new position. Another performance evaluation will typically be conducted after (18) eighteen months of service in the new position.

## **VI. EMPLOYEE SAFETY AND HEALTH**

### **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
- 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 of employment.

### **SAFETY COMMITTEE**

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

### **WORKPLACE VIOLENCE**

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 termination of 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.

### **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. The Town is committed to providing a safe work environment that is free from the effects of drugs and alcohol. In support of our commitment, the 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.

The 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/her supervisor immediately, and must not perform any work until authorized to do so by the 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, the Town reserves the right to report the incident to law enforcement authorities.
- If an employee observes another employee exhibiting behavior that may be indicative of impairment by drug or alcohol use, he/she should immediately report the behavior to the appropriate authority.

**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 of employment, and may also have legal consequences.

**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 Town owned vehicles and 25 feet of Town owned buildings, except in designated smoking areas.

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

**VII. SEPARATION FROM EMPLOYMENT**

**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 or the Board of Selectmen 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.

