

# SELECT BOARD WORKSHOP

**DATE:** 6:00pm Monday, September 22, 2014

**HELD:** Public Safety Complex (2nd Floor Meeting Room) 20 George Bennett Rd, Lee

---

1. Call to Order - 6:00 pm
2. Julie Glover, Town Administrator Report
  - *Update on Kennard property purchase*
  - *NHMA Legislative Policy Recommendation – review response from NHMA to concerns expressed by Erick Sawtelle regarding municipal control over land use regulatory and environmental matters.*
  - *Needs Assessment RFP – Review revised language on selection criteria and submittal requirements.*
  - *Health Insurance Quote from Davis & Towle / Interlocal Trust*
  - *Miscellaneous*
3. Continue reviewing & discussing revisions to the Town’s Personnel Policy, as recommended by the Town Administrator.
4. Acceptance of the Board of Selectmen Non Public Meeting Minutes from May 27, 2014.
5. Adjournment

**Posted: Town Hall, Public Safety Complex, Public Library and on [leenh.org](http://leenh.org) on September 19, 2014**

Individuals needing assistance or auxiliary communication equipment due to sensory impairment or other disabilities should contact the Town Office at 659-5414. Please notify the town six days prior to any meeting so we are able to meet your needs.



**TOWN of LEE**  
7 MAST RD, LEE, NH 03861  
(603) 659-5414

Office Use Only

Meeting Date: September 22, 2014

Agenda Item No. 2

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**9/22/2014**

**Agenda Item Title: NHMA Policy Recommendation**

**Requested By: Julie Glover**

**9/15/2014**

**Contact Information: 659-5414**

**Presented By: Julie Glover, Town Administrator**

**Description: Review the response from NHMA to concerns expressed by Erick Sawtelle regarding municipal control over land use regulatory and environmental matters.**

**Financial Details:**

**Legal Authority** Enter underlying legal authority, usually NH RSA and/or Town Policy or Ordinance

**Legal Opinion:**

**REQUESTED ACTION OR RECOMMENDATIONS:**

Motion: Move to have Selectman Bugbee vote NOT IN FAVOR of NHMA's Standing Policy Recommendation entitled "Environmental Regulation and Preemption" at the Sept. 26<sup>th</sup> Legislative Policy Meeting

## Julie Glover

---

**From:** erick <esawtelles@aol.com>  
**Sent:** Monday, September 15, 2014 8:01 PM  
**To:** townadministrator@leenh.org; dduval@leenh.org  
**Subject:** Fwd: Proposed policy meeting NHMA policy

FYI, this came from Judy. I didn't see it before the meeting tonight. e.

-----Original Message-----

**From:** Judy Silva <jsilva@nhmunicipal.org>  
**To:** 'erick sawtelle' <esawtelles@aol.com>  
**Cc:** Cordell Johnston <cjohnston@nhmunicipal.org>  
**Sent:** Mon, Sep 15, 2014 10:38 am  
**Subject:** RE: Proposed policy meeting NHMA policy

Hi Erik!

Good to see you are keeping an eye on us! Our legislative policy conference is on Friday, September 26<sup>th</sup>. Speaking with the Lee BOS is a good way to voice your concerns, but let me note that both of these items were NHMA policy for at least the past biennium, as our members adopt policy on a cycle matching the legislature's. They were both put forth by members and adopted at a prior year's policy conference, although without some research I can't tell you which year.

Neither one of these items is an Action Policy—which is one that NHMA will actively seek to have introduced and passed. Item 10 is a "Priority Policy" which means it guides NHMA advocacy staff if someone else files such a bill and has probably a small chance of being introduced at our request. I think the issue here is the frustration of local officials with landowners who get the current use tax break, but don't supply the information requested so that municipal officials can determine if they are accurately assessing the property. As DRA looks more closely at local assessing data, local officials are more concerned about making sure they have the details correct, and they need landowner compliance with requests for information.

Item 13 is a "Standing Policy" which is simply a guidance statement should legislation be filed by others. I asked Cordell Johnston from our office about it, as he was staff to that policy committee, and he said the following:

Number 13 is not proposing specific legislation—it's just intended to preserve existing municipal authority and prevent additional state preemption. It's something we would use to establish a position in response to proposed legislation.

We're not seeking municipal authority, for example, to establish emission levels for air pollution or water pollution purposes, which we acknowledge can only be done at the state level. But we want to preserve local authority to do things like establish wetland setbacks or adopt groundwater protection ordinances. The latter would include things like local regulation of pesticide use, which we do believe is appropriate. When the legislature enacted a bill (HB 393) in 2013 regulating nitrogen and phosphorus limits in turf fertilizer, it preempted local regulation of the "registration, sale, formulation, or transfer of fertilizer," but it intentionally did not preempt local regulation of the use of fertilizer. Some municipalities have more sensitive ecosystems than others, and what is acceptable in Pittsburg may not be acceptable in Rye.

I hope that is helpful and gives you a better understanding. I don't see any big power grab here or any effort to make farming more difficult. Everything is a balancing act...!

And how are you? Haying all done? Good growing season? Judy

**From:** erick sawtelle [mailto:[esawtelles@aol.com](mailto:esawtelles@aol.com)]  
**Sent:** Monday, September 15, 2014 7:22 AM  
**To:** Judy Silva  
**Subject:** Proposed policy meeting NHMA policy

Hi Judy,

I saw these in the proposed policy items for the upcoming meeting (couldn't find the date though??) and am concerned that someone hasn't thought through the potential consequences to agriculture if (particularly #13) were to pass.

Farm Bureau policy is to keep rules pertaining to agricultural land use , ie., spreading manure , pesticide use, etc, at the state level of government to keep a level playing field. Secondly , I would venture a guess that most municipalities lack the expertise to be able to adequately staff a position that would intelligently be able to administer such areas .

I farm land in five towns and the thought of the regulatory framework that I would have to endure is chilling at best.

Could you either drop me an email or call me at 234-7907 and fill me in on your thoughts concerning these two items? I am speaking with our Lee BOS tonight to convey my concerns and would like some input and background. Seems the policy on 13 is way too open ended?

Hope you are well. Erick Sawtelle

## **Infrastructure, Development, and Land Use**

### **Action Policy Recommendations**

#### **10. Penalty for Failure to Submit Current Use Information**

**TO SEE IF NHMA WILL SUPPORT** legislation imposing a penalty for failure to submit current use information as needed to update municipal records—*i.e.*, Marlow matrix.

#### **13. Environmental Regulation and Preemption**

**TO SEE IF NHMA WILL SUPPORT** legislation that (a) recognizes municipal authority over land use and environmental matters, (b) limits state preemption of local environmental regulation, and (c) recognizes that even when local environmental regulation is preempted, compliance with other local laws, such as zoning and public health ordinances and regulations, is still required.

# Town of Lee, NH



**REQUEST FOR PROPOSALS**  
**FOR MUNICIPAL FACILITY NEEDS AND**  
**SITE ALTERNATIVES ANALYSIS**

**August 2014**

## **Town of Lee, New Hampshire**

### **REQUEST FOR PROPOSALS FOR MUNICIPAL FACILITY NEEDS AND SITE ALTERNATIVES ANALYSIS**

#### **I. INTRODUCTION**

The Town of Lee, New Hampshire is soliciting proposals from architectural, planning, and/ or engineering firms to provide professional services to the Town. Lee is a municipal corporation serving a residential population of 4,330 located in Strafford County, New Hampshire. The community has a total land area of 20.2 square miles, of which approximately 22% is under some form of conservation and/or restrictive easement, thus, Lee remains a largely rural community. The Town provides a wide range of municipal services to its residents, businesses and visitors through a number of municipally-owned facilities.

This solicitation involves the facilities housing the existing administrative, town clerk/tax collector, and planning/code enforcement services of the community, presently accommodated in Town Hall and the nearby Annex. It has been determined by the Town's Select Board, Town staff, and previous site assessments that these facilities are structurally and/or functionally inadequate for the existing and future delivery of municipal services.

At this time the Town seeks the services of a qualified and experienced consultant to:

- Review the existing services provided by the Administrative, Town Clerk/Tax Collector and Planning/Code Enforcement Departments
- Determine programmatic space needs for each department to provide the intended services for the foreseeable future.
- Examine the facilities in which these departments are housed to determine adequacy to provide efficient services.
- Examine whether the existing or alternative locations or configurations for each of these municipal functions would allow for better provision and efficiency of service to the community with minimum impact to environmental and historic resources while giving consideration to alternative energy, Smart Growth and Low Impact Development (LID) design practices.
- Provide an estimate of cost for each alternative scenario.
- Recommend the best course of action for the Town to pursue based on a ranking of alternatives.

All such work shall be done under the direction of the Select Board, with staff and public input. The scope of services does not include design of any municipal structures; however, the Town may elect to continue from the planning services stage to design development and eventual construction. Therefore, the Town reserves the right to continue to contract with the selected firm to provide all services necessary to complete design and construction of the facilities.

#### **Town Hall**

Town Hall, located at 7 Mast Road (Rte. 155), is a structure built in 1846 and once served as a

school in what has historically been called Lee Town Center. It is home to the administrative offices and functions of the Town, and presently accommodates 8 employees and/or contract employees, with 4 serving on a full-time basis, as well as providing office and meeting space for three Commissions, Cemetery Trustees, Treasurer, and the Supervisor of the Checklist. Offices operating out of Town Hall include Administration, Selectmen, Tax Collections/Town Clerk, Finance, Welfare, IT, and Assessing. The Town's Select Board meetings, annual Deliberative Session and elections are held at other locations due to the lack of sufficient space and accommodations at Town Hall.

The building is handicap accessible for the most part on the first floor (but not the second) and has on-site parking that is shared with the Public Library, Annex, and Historical Society.

### **Annex**

The Annex, 13 Mast Rd., was built in 1950 and first served as the Town's firehouse, then Police Station, and now houses the Planning/Code Enforcement/Building Inspection offices, a small meeting space and storage.

Town Hall has no private offices, neither building has adequate storage space, and there are numerous structural, electrical, insulation, etc. deficiencies.

### **Library**

The Library, although built in 1897 as a school, was moved to its current site in 1962 and expanded by additions in 1972, 1984, and 1996. The building is handicap accessible and does have a handicapped accessible toilet and is in generally good condition, but without room to expand collections or provide a large, accessible meeting space.

## **II. PROCEDURES**

### **A. PRE-PROPOSAL CONFERENCE**

There will be a mandatory pre-submission meeting, to which attendance is required of all potential respondents that will start at the Lee Town Hall, 7 Mast Road, on Wednesday, September 3, 2014 at 10:00 A.M. This meeting will constitute a walk-through of the Town Hall, followed by similar tours of the other subject Town facilities.

### **B. SUBMISSION PERIOD**

Respondents must submit their Proposals on or before 4:00 p.m. Thursday, September 18, 2014. The Town's governing body, the Select Board, expects to select the Awardee from among the respondents within 60 days of the submission deadline.

### **C. PREPARATION OF PROPOSAL**

Each Proposal must be prepared concisely, avoiding the use of elaborate promotional materials. For ease of review, the Proposal must follow the outline in Section III of this RFP, entitled **Requirements**. Each Proposal must fulfill the stipulations outlined in Section III, be clearly numbered, and completely answer all questions listed.

### **D. NUMBER OF COPIES OF PROPOSAL**

A minimum of ten (10) copies of the **Technical** Proposal must be submitted to the Town. **One copy of the cost proposal should be submitted in a separate sealed envelope.**

#### **E. INQUIRIES AND SUBMISSION OF PROPOSALS**

Questions about the RFP and the submission of Proposals shall be directed to:

Julie E. Glover  
Town Administrator  
7 Mast Rd., Lee, NH 03861  
603-659-5414  
[townadministrator@leenh.org](mailto:townadministrator@leenh.org)

All Proposals must be received at the above address before the end of the submission period, either by hand delivery, courier or by mail in a sealed envelope. The Town is under no obligation to return Proposals. It is requested that any and all contact with the authorized contact person be made by e-mail. No contact with any other Town personnel other than the authorized contact person is allowed until such time as an award has, or awards have, been made. Violation of this provision may be grounds for immediate disqualification. Questions about the RFP, and the submission and content of the Proposal must be directed to the authorized contact person.

Selected Proposers may be contacted by the Town's authorized contact person with questions aimed at clarifying their submission.

#### **F. LONGEVITY OF PROPOSALS**

A Proposal may be withdrawn at any time prior to the date specified as the closing date for acceptance. However, no Proposer may withdraw or cancel a Proposal for a period of forty-five (45) days following the closing date for acceptance, nor shall the successful Proposer withdraw or cancel or modify the Proposal, after having been notified that the Proposal has been accepted by the Town, except at the request of the Town, or with the Town's written consent.

#### **G. METHOD OF SELECTION OF AWARDEE**

**The selection process will be a modified two sealed envelope selection procedure. The Board will initially select the A/E firm base primarily upon qualifications and their approach and recommended scope of services. Once the initial selection has been made there will be a discussion on fees and terms of agreement with the first-choice vendor.**

1. Town staff will evaluate each Proposal with emphasis on the following factors and make a recommendation to the Select Board:
  - a. Demonstrated relevant experience and past history in completing projects of comparable value and scope to the type contemplated by this RFP
  - ~~b. Reasonableness of fees and costs~~
  - c. Expertise and technical approach of the Proposal, explaining the degree to which the Proposer's interpretation of the work meets the needs and goals of the Town
  - d. Demonstration of experience with similar projects incorporating alternative energy, Smart Growth and LID design practices and sensitivities to



- environmental historic resources.
- e. Quality of project team's overall organizational strength
- f. References, reputation, and strength of current team financials
- g. Quality of the Proposal – adherence to Section III – **Requirements** (following), to include conciseness, clarity and readability

2. The selection process will work as follows:

The first envelope of each respondent will be opened and reviewed. The top three ranked proposal preparers will be invited to an interview. The top-ranked A/E firm, identified through the interview process, would be contacted for a second meeting with the purpose of answering any remaining questions and negotiating a fee level and an agreement acceptable to the Board of Selectmen and the A/E firm. We retain the option of opening the second envelopes of the lower ranked firms. The opening of these second envelopes would occur only after the top candidate firm has been selected for the above negotiation. Should negotiations with this top-ranked firm fail for any reason deemed by the Town, we would contact the second-ranked firm (identified at the time of the interview and prior to the opening of their second envelope) to negotiate an acceptable agreement. This process would continue until an A/E firm is selected.

**H. RIGHT OF REJECTION BY THE TOWN**

Notwithstanding any other provisions of this RFP, the Town reserves the right to select the respondent that best meets the requirements of the RFP, and not necessarily to the lowest proposer. Further, the Town reserves the right, for any or no reason and in its sole and absolute discretion, to (1) amend, in whole or part this RFP, (2) withdraw or cancel this RFP, and (3) accept or reject any or all Proposals prior to execution of the contract for the Project for any or no reason and with no penalty to the Town.

**I. NOTICE OF AWARD**

The Town shall inform the Awardee that they have been selected by means of a Notice of Award issued by the Town. Neither the selection of a Proposer as the Awardee nor the issuance of a Notice of Award shall constitute a binding commitment on behalf of the Town to enter into any contract with the Awardee, as any binding arrangement must be set forth in definitive documentation negotiated between and signed by the Awardee and the Town.

**J. CONTRACT NEGOTIATIONS**

The Town intends to enter into contract negotiations with the firm or firms selected, who shall be required to enter into a written contract or contracts (hereinafter, the "Contract") with the Town in a form satisfactory to the Select Board.

The Town reserves the right to negotiate the terms and conditions of the Contract(s) with the selected Proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a Proposer nor the negotiation of the Contract with such Proposer(s) shall constitute a binding commitment on behalf of the Town to enter into a Contract with such Proposer(s), as any binding arrangement must be set forth in the Contract signed by both parties and is subject to all requisite approvals.

The selected firm will be required to provide proof of liability, workers compensation and errors & omissions insurance to limits acceptable to the Town, with the Town listed as an Additional Insured on the liability coverages. Contracts will require that the firm indemnify and hold harmless the Town.

### **III. REQUIREMENTS**

The awarding of the Contract shall go to the Proposer that best satisfies the requirements set forth in Subsections A and B herein below.

#### **A. SCOPE OF SERVICES**

Generally, the Scope of Services shall consist of providing the Town with alternatives for facilities in which the Administration, Tax Collector/Town Clerk, and Planning/Code Enforcement/Building Inspection Departments can most effectively and efficiently conduct the business of the Town. It is expected that the Awardee will work within the defined budget.

The Scope of Work shall include, but is not limited to, the following phases of work and tasks:

1. Conduct an organizational meeting with the Select Board.
2. Conduct a Preliminary Fact Finding Phase including a review of background information provided by the Town including site plans, existing building floor plans, and the various studies performed over the past several years: the 1989 Town Hall Energy Study (James L. Garvin, NHDHR), the 2007 Town Offices Needs Assessment (Sumner Davis Architects) and the 2009 Lee Town Center Study (Dennis Mires PA) which can be found on the Town's website [leenh.org](http://leenh.org). Also review the energy audit and associated documents developed by the Lee Energy Committee.
3. Meet with Departmental representatives to determine and catalogue existing services, personnel and equipment of the relevant Departments, and meet with various Boards, Committees, Commissions as directed by the Select Board to develop a set of project objectives.
4. Determine programmatic space needs for each department to provide the intended services for the foreseeable future.
5. Examine the facilities in which these departments are presently housed to determine adequacy to provide intended services. Highlight existing deficiencies at each facility, such as structural and utility condition, health/environmental concerns, available interior space, parking sufficiency, locational appropriateness. This analysis does not include a comprehensive examination of all building structural and utility components.
6. Examine whether each of the existing facilities can reasonably be altered to accommodate existing and future needs.

7. Examine whether alternative locations or configurations for each of these municipal functions would allow for better provision and efficiency of service to the community. This task should include service area analysis and examination of the potential for combined service facilities.

8. Information gleaned from the above tasks shall be incorporated into a Preliminary Fact Finding Phase Report for the purpose of developing and refining the project objectives and basis for alternatives ranking.

9. For recommended alternate locations, evaluate the existing conditions of the current Town Hall/Library site, Public Safety Complex and Stevens Field (Bales property,) plus all other Town-owned properties within ½ mile radius of the Town Center, including the Bricker Property, to determine the opportunities and constraints that the sites present (slopes, infrastructure, drainage, etc.) to future development or redevelopment while minimizing impact to environmental and historic resources and incorporating alternative energy, Smart Growth and LID design practices.

10. Provide an estimate/range of total project cost for each alternative scenario examined, to include hard and soft costs, financing, site preparation, demolition, etc.

11. Recommend the best course of action for the Town to pursue based on a ranking of each alternative to meet a set of project objectives developed as part the preliminary fact finding phase.

12. Based on input from the Town, provide additional examination, recommendations and detail work on site development alternatives.

13. Present ten (10) copies of a written report (and one electronic copy in PDF format) outlining all information, including addenda, and recommendations developed as part of this effort.

14. Meetings

a) Attend no less than four meetings with Town staff and other interested parties. These shall include: i) a kick-off meeting, ii) at least two progress meetings, and iii) a final presentation meeting.

b) Attend Select Board meetings as required by the Board to inform the members of Work progress and the status of the budget.

c) Make a presentation of the final alternatives analysis to the Select Board using presentation boards and PowerPoint presentation.

d) Provide minutes of all meetings to Town staff.

**B. WRITTEN TECHNICAL PROPOSAL SUBMISSION ELEMENTS**

Satisfactory Proposals shall be comprised of the following:

- 1) Narrative Response (to be included in the Proposal document near the beginning) shall include:
  - a) Service Summary: This should provide a description of the key points of your Proposal, specifically addressing why your firm is qualified to provide the services in connection with the Scope of Services of the Project. The email address, telephone number, and facsimile number of your Proposal's contact person(s) must be included in your cover letter.
  - b) Qualifications: Provide background information on your firm, including but not limited to:
    - i) business overview
    - ii) the age of the business
    - iii) names, addresses and position of all persons having a financial interest in the company
    - iv) state of formation (as applicable)
    - v) the number of employees
    - vi) summary of relevant accomplishments, particularly those involving services similar to those required for the Project
    - vii) any other information that will permit the Town to determine capability of respondent to meet all contractual requirements
  - c) Resumes: Please provide resumes of the individuals who would comprise your operational team, the principal-in-charge, and the project manager. Describe only the people who would actually work on the Town's account. Specify the role each would play, as well as what backup coverage would be available in time of conflicting engagements.
  - d) A list of any sub-contractors who may be used to perform the Work.
  - e) Additional information that you believe pertinent to the Town's requirements. (Please include your company/team internet links to websites.)
- 2) References: Names, titles, addresses and phone numbers of key contacts for five (5) customers, particularly those for whom the respondent has undertaken projects similar to the Work. If possible, please supply at least two (2) contacts for references within New Hampshire.
- 3) Identify all adverse determinations against your firm, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or municipal equal opportunity laws or regulations.

- 4) Organizational Chart: Please illustrate the relationship(s) of the individuals and firms to each other that would comprise your operational team, principal-in-charge, project manager, and sub-consultants on an organizational chart.
- 5) Conflicts of Interest:
  - a) Please disclose:
    - i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.
    - ii) Any family relationship that any employee of your firm has with a member, employee, or official of the Town that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.
    - iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

### **C. COST PROPOSAL SUBMISSION REQUIREMENTS**

1. Provide information pertaining to fees or costs, including the fully burdened billable hourly rates charged for the services of employees of the firm. In addition to being organized pursuant to an employee roster, fees and costs should be listed for out-of-pocket expenses.
2. Provide a proposed cost to deliver the Scope of Services required to complete the Work, **including the preparation of the Needs Assessment Report.**

### **IV. ADDITIONAL CONDITIONS AND INFORMATION**

- 1) All materials submitted in response to this RFP will become the property of the Town.
- 2) The Town reserves the right to conduct discussions with, and to request additional information from, one or more respondents. No respondent shall have any rights against the Town as a result of such discussions.
- 3) The Town reserves the right to negotiate separately with any source whatsoever.
- 4) The Town reserves the right to waive any irregularity in any Proposal received or any other aspect of this solicitation.
- 5) Respondents are advised that with respect to this RFP, no contact with the Town personnel in any way related to this solicitation is permitted, except as shall be authorized by the employee designated herein as the Town's

contact person as identified in Section II.E hereof.

- 6) Each Proposal prepared in response to this RFP will be prepared solely at the cost and expense of the respondent with the express understanding that there will be no claim whatsoever for reimbursement from the Town.
- 7) Submission of a Proposal in response to this RFP shall constitute an offer on the part of the successful respondent to become the Awardee, and to enter into a contract to undertake or complete the Project.
- 8) News releases or other public announcements relating to this RFP shall not be made by any party receiving this RFP without the prior written approval of the Town.
- 9) The Town and its respective officials and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP provided by others. Further, the Town does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Webpage on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.
- 10) Proposals submitted to the Town in response to this RFP may be disclosed in accordance with RSA 91-A. A respondent submitting a Proposal may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such respondent's competitive position. This characterization shall not be determinative, but will be considered by the Town when evaluating the applicability of any exemptions in response to a request made per RSA 91-A.

(END OF DOCUMENT)

		Health Trust	NHIT
		MTB5	HMO \$5 (MD3520)
Deductible		None	None
Preventive Care		Covered in Full	Covered in Full
Office Visit		\$5	\$5
Specialist Visit		\$5	\$5
Lab Tests		Covered in Full	Covered in Full
X-Ray, Ultrasound, CT Scan, MRI		Covered in Full	Covered in Full
Surgery-Outpatient		Covered in Full	Covered in Full
Inpatient Care		Covered in Full	Covered in Full
Skilled Nursing Facility		Covered in Full	Covered in Full
Durable Medical Equipment		20%	20%
Routine Vision Exam		Covered in Full Every 2 Years	\$5 Annual
Chiropractic Visit		\$5	\$5
ER Visit		\$25	\$50
Urgent Care		\$25	\$50
Mental Health Outpatient		\$5	\$5
Substance Abuse Outpatient		\$5	\$5
Mental Health Inpatient		Covered in Full	Covered in Full
Substance Abuse Inpatient		Covered in Full	Covered in Full
Prescription Drug Pharmacy		3/15/15	0/15/15
Prescription Drug Mail Order		1/1/1	0/1/1
Rates			
Single	6	\$801.14	\$764.53
Couple	7	\$1,602.28	\$1,529.22
Family	9	\$2,163.07	\$2,060.97
Total Monthly		\$35,490.43	\$33,840.45
Total Monthly Savings		\$1,649.98	
Total Annual Savings		\$19,799.76	

			Health Trust	Assurant
Preventive Services			100%	100%
Basic Services			80%	80%
Major Services			50%	50%
Deductible			25/75	25/75
Calendar Year Max			1,000	1,000
Rates	Individual	3	\$41.28	\$37.49
	Employee + 1	8	\$79.38	\$72.31
	Family	10	\$139.22	\$118.79
Total Monthly			\$2,151.08	\$1,878.85
Total Monthly Savings				\$272.23
Total Annual Savings				\$3,266.76



## Town of Lee Group Benefits Proposal

<b>Life/AD&amp;D Insurance:</b>	<b>\$ 25,000</b>
Current Rate with Health Trust=	.18/.02
Current Monthly Premium=	\$ 105.00
Proposed Rate with Boston Mutual=	.15/.03
Proposed Monthly Premium=	\$ 94.50

<b>Short Term Disability:</b>	Elimination Period- 1/8 Days Benefit Period- 13 Weeks Benefit- 66.67% to Max of \$1000/wk
Current Rate with Health Trust=	.46
Current Monthly Premium=	\$596.00
Proposed Rate with Boston Mutual=	.41
Proposed Monthly Premium=	\$ 531.00

<b>Long Term Disability:</b>	Elimination Period- 180 Days Benefit Period- To SSNRA Benefit- 60% to Max of \$3,500/mth
Current Rate with Health Trust=	.45
Proposed Rate with Boston Mutual=	.45
Monthly Premium=	\$ 374.45

Total Current Monthly Premium=	\$ 1,075.45
Proposed Monthly Premium=	\$ 999.95
Total Monthly Savings=	\$ 75.50
Total Annual Savings=	\$ 906





**Town of Lee**

Rates Effective from 11/01/2014-06/30/2015

<b>HMO \$5 (MD3519)</b>	
\$0/\$15/\$15 Retail (30 Days)	
\$0/\$1/\$1 Mail Order (90 Days)	
Single	\$ 764.53
2-Person	\$ 1,529.22
Family	\$ 2,060.97

<b>ME \$5 (MD50)</b>	
\$0/\$20/\$30 Retail (30 Days)	
\$0/\$1/\$1 Mail Order (90 Days)	
Single	\$ 533.72

**Fitness Reimbursement Program:** Annual reimbursement for fitness membership fees up to \$150 per calendar year, per contract. Subject to Harvard Pilgrim Fitness Reimbursement Program requirements.

Rates quoted are contingent on the accuracy of the data provided.  
Errors in data may result in re-rating.

Rates are based on the assumption that the deductibles will not be funded.

**NHIT reserves the right to revise these rates at any time for the following reasons:**

- 1) If the NHIT enrolled population changes by more than 10%;
- 2) If NHIT is not the sole carrier;
- 3) If there are any benefit changes to any carrier plan;
- 4) if there is a change in law or regulation increasing NHIT's cost of providing the health plan selected.



**HMO \$5 (MD3520)**  
**Harvard Pilgrim**  
**In-Network**

<b>Lifetime Benefit</b>	
Unlimited	
<b>Benefits that are covered in full (no cost to the member)</b>	
<b>Advanced Radiology:</b> CT Scans, PET Scans, MRI, MRA and Nuclear medicine services.	
<b>Ambulance Services</b>	
<b>Durable Medical Equipment:</b> Specific to oxygen and respiratory equipment, blood glucose monitors, infusion devices and insulin pumps.	
<b>Home Health Care</b>	
<b>Hospital Inpatient:</b> Acute hospital care, inpatient maternity care and inpatient routine nursery care.	
<b>Hospital Outpatient:</b> Laboratory tests, x-rays, chemotherapy, radiation and procedures that do not require anesthesia or a recovery room.	
<b>Inpatient Mental Health &amp; Substance Abuse</b>	
<b>Maternity Care &amp; Delivery:</b> Counseling about alcohol and tobacco use, services to promote breastfeeding, routine urinalysis and screenings for complications including, but not limited to: asymptomatic bacteriuria, certain infections, iron deficiency anemia and Rh(D) compatibility.	
<b>Preventive Care:</b> Routine physical, gynecological, and well child exams; immunizations; age appropriate screenings including, but not limited to: colorectal, breast, prostate and cervical cancer screenings, cholesterol, diabetes, depression and blood pressure screenings.	
<b>Skilled Nursing Facility/Inpatient Rehabilitation:</b> Skilled Nursing Facility limited to 100 days per calendar year; Inpatient Rehabilitation limited to 60 days per calendar year.	
<b>Member Out of Pocket Costs for Health Care</b>	
<b>Benefits that are subject to a Copayment</b>	
<b>Allergy Injections</b>	\$5 copay
<b>Chiropractic Care</b>	\$5 copay; 12 visit limit
<b>Emergency Room (waived if admitted)</b>	\$50 copay
<b>Durable Medical Equipment (other)</b>	20% coinsurance
<b>Outpatient Mental Health &amp; Substance Abuse</b>	\$5 copay; \$5 group
<b>Physical/Speech/Occupational Therapy</b>	\$5 copay; combined 40 visit limit
<b>Physician Services/Office Visit</b>	\$5 copay
<b>Routine Annual Eye Exam (1 per year)</b>	\$5 copay
<b>Prescription Drug Copayments</b>	
<b>Retail (30 day Supply)</b>	\$0/\$15/\$15
<b>Mail Order (90 day Supply)</b>	\$0/\$1/\$1
<b>Other Benefits</b>	
<b>Best Buy Deductible: Individual (Family)</b>	N/A
<b>Maximum Out of Pocket: Individual (Family)</b>	\$6,000 (\$12,000) + Rx Copays

This is only a summary of benefits, please consult appropriate schedule of benefits. Exceptions & exclusions apply.

Benefit limits, deductibles and out of pocket maximums are based on a calendar year.



**2014 Medicare  
Part A & B Coverage**

**ME \$5 (30)  
Harvard Pilgrim**

<b>In-Patient Hospital (Including Day Surgery) **</b>	Covered Under Part A	
<b>Day 1-60</b>	100% after Medicare Part A Deductible* (\$1,216 per benefit period)	100%
<b>Day 61-90</b>	100% after Medicare Part A Coinsurance (\$304 per day)	
<b>Skilled Nursing (SNF)</b>	Covered Under Part A; 100 day max/benefit period	
<b>Days 1-20</b>	100% after a minimum 3-day inpatient hospital stay	100%
<b>Days 21-100</b>	100% after SNF Coinsurance (\$152 per day)	
<b>Outpatient Hospital</b>	80% after Medicare Part B Deductible (\$147/cy); varies by service	100%
<b>Emergency Room</b>	80% after Medicare Part B Deductible (\$147/cy); varies by service	\$30 copay
<b>Ambulance Services</b>	80% after Medicare Part B Deductible and Coinsurance	100%
<b>MRI/CT Scans</b>	80% after Medicare Part B Deductible (\$147/cy); varies by service	100%
<b>Preventive Care</b>	100%	100%
<b>Physician Services/Office Visit***</b>	80% after Medicare Part B Deductible	\$5 Copay
<b>Physical/Speech/Occupational Therapy</b>	80% after Medicare Part B Deductible (\$147/cy) and Coinsurance varies by service	\$5 copay
<b>Chiropractic Care</b>	80% after Medicare Part B Deductible (\$147/cy) and Coinsurance varies by service	\$5 copay
<b>Allergy Injections</b>	80% after Medicare Part B Deductible (\$147/cy) and Coinsurance varies by service	\$5 copay
<b>Routine Annual Eye Exam</b>	80% after Medicare Part B Deductible (\$147/cy) and Coinsurance varies by service	\$5 copay; Discounts for Frames/lenses
<b>Home Health Care</b>	Covered Under Part A 100%	100%
<b>Durable Medical Equipment (DME)****</b>	80% after Medicare Part B Deductible (\$147/cy) and Coinsurance; varies by service	100%
<b>Inpatient Mental Health</b>	100% after Part A Deductible	100%; 60 days max
<b>Outpatient Mental Health</b>	80% after Medicare Part B Deductible (\$147/cy) and Coinsurance varies by service	\$5 copay; 24 visits max
<b>Inpatient Substance Abuse</b>	100% after Part A Deductible	100% 30 day max
<b>Outpatient Substance Abuse</b>	80% after Medicare Part B Deductible (\$147/cy) and Coinsurance varies by service	\$5 copay; \$500 max/cy
<b>Prescription Drugs</b>	Not Covered	\$0/\$20/\$30
<b>Mail Order Drugs</b>	Not Covered	\$0/\$1/\$1
<b>Deductible: Individual*</b>	Part A and Part B Deductibles Apply	None
<b>Maximum Out of Pocket: Individual</b>	Part A and Part B Deductibles/Coinsurance + Rx Cost	Copays
<b>Maximum Lifetime Benefit</b>	Unlimited	Unlimited

cy = calendar year      max=maximum

Aug-14

This is only a summary of benefits, please consult appropriate Schedule of Benefits for more information.

\*This deductible does not include a carryover provision.

\*\* An additional 60 "Lifetime Reserve" days are available to each enrolled member who exceeds the 90 day maximum per benefit period.

2014 Medicare coinsurance for this benefit is \$608 per day.

\*\*\*Medicare covers a yearly "Wellness" visit and a one-time "Welcome to Medicare" preventive visit.

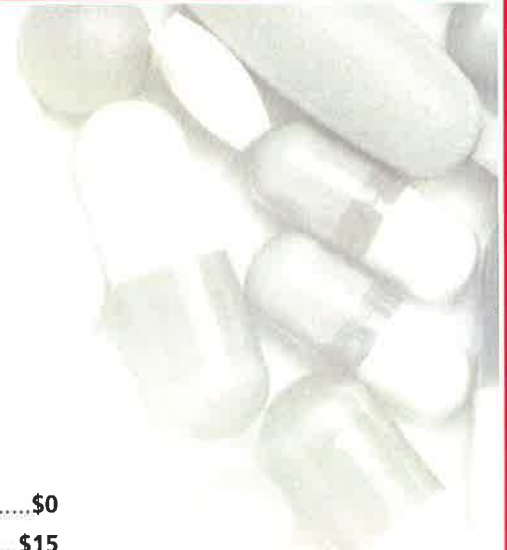
\*\*\*\*Durable Medical Equipment includes: certain medical equipment like a walker, wheelchair or hospital bed ordered by your doctor.

A benefit Period begins the first day of hospitalization and ends after you haven't received any inpatient hospital care for 60 consecutive days.

**NOTE: Medicare Parts A & B is a calendar year plan. Rates and benefits are subject to change on the first of each year.**

**The plan year for Medicare Enhance coincides with your employer group's renewal.**

# Prescription Drug Coverage



Covered prescription medications are available at participating pharmacies.

**Your copayments for up to a 30-day supply are:**

►Tier 1:	.....	\$0
►Tier 2:	.....	\$15
►Tier 3:	.....	\$15

These copayment amounts will be shown on your Plan identification (ID) card. Bring your prescription or refill to a participating pharmacy, along with your ID card, and pay the applicable copayment.

**Harvard Pilgrim's mail service prescription drug program (Maintenance medications ONLY)**

If you have a condition (e.g., high blood pressure) that requires maintenance medications, you can order up to a 90-day supply of these drugs through Harvard Pilgrim's mail service prescription drug program.

**Your copayments for a 90-day supply are:**

►Tier 1:	.....	\$0
►Tier 2:	.....	\$1
►Tier 3:	.....	\$1



Harvard Pilgrim Health Care includes Harvard Pilgrim Health Care and its affiliates, Harvard Pilgrim Health Care of New England and HPHC Insurance Company.

Board members present: Selectwoman Dennis and Selectman Bugbee

Others present: Joe Hannon, Town Administrator Julie Glover and Town Secretary Denise Duval.

1. Selectwoman Dennis calls the workshop to order at 6:00 pm.
2. Selectwoman Dennis moves to accept the Agenda as presented. Selectman Bugbee, seconds.
3. Selectman Bugbee asks to correct the typed word "Hist" in the minutes dated 6/16/14 to read Historical. Selectwoman Dennis moves to accept the BOS Public Meeting Minutes from June 16, 2014 with the recommended change. Selectman Bugbee, seconds. All in favor. **Motion Carries.**
4. Selectwoman Dennis moves to accept the BOS Public Meeting Minutes from June 23, 2014. Selectman Bugbee, seconds. All in favor. **Motion Carries.**
5. Joe Hannon, Recreation Commission member, informs the Board that Rocket Day went off without a hitch. It was a good day and Officer Cole was present. Mr. Hannon states that Bicycle Safety Day is this Saturday from 9-12 at Little River Park. An engineer from DOT is coming to speak about safety education and a mechanic from D & G Cycle Sports is coming as well to do fit checks on the bikes and helmets. The Commission has collected private funds for a gift certificate to give as a prize raffle. The Commission would like Rocket Day an annual event. This event is for all ages.

Chief Dronsfield adds that he will have Officer Cole stop down as long as she is free with some helmets. He says perhaps next year they will have advance notice that way they will be able to do more. TA Glover asks the name of the DOT engineer that is going to be there. Mr. Hannon says it is Larry Keniston. TA Glover asks if anyone has asked D & G Cycle Sports for a certificate of insurance. Mr. Hannon says no. The TA's office will reach out to D & G Cycle. TA Glover also adds that the Selectmen's Office should know when events are being scheduled at LRP because there are other groups that use the park.

Selectwoman Dennis moves to accept that Rocket Day and Bicycle Safety Day are recognized as annual Recreation Commission events in coordination with the Town Hall staff. Selectman Bugbee, seconds. All in favor. **Motion Carries.**

6. Selectwoman Dennis suggests that she move through the personnel policy item by item and if either the TA or Selectman Bugbee has something to add then they should speak out. TA Glover starts the discussion of the Town's Personnel Policy by pointing out that the policies are implemented specifically within the HR arena and finance. Therefore, there is a lot more language in here so as to function as an instruction manual as well. TA Glover recommends that the Board add language to somehow address how the Board will address department heads and how department heads will go to the Board with a problem.

The following are the changes that Selectwoman Dennis reads.

The title of the document has been changed from Personnel Policy Manual to Personnel Policy and Procedures Manual.

Page 2 reflects the same change in paragraph #3.

#### Chapter 1 Purpose and Policies

Page 3, 1-1. The 2<sup>nd</sup> sentence takes out Personnel Policy and replaces with just Manual.

Page 4, 1-4. A sentence was added to paragraph one which reads “Employees of the Lee Public Library are governed by policies established by the Library Board of Trustees, NH RSA 202-A:6.”

Page 4, 1-5. Extract reference to 31:104-1; 31:105-1 and 31:106-1.

#### Chapter 2 Responsibility for Administration

Page 5, 2-1. The practice has been to have the Town Administrator responsible for administration; however, it is not in writing until now.

#### Chapter 3 Definitions

Page 6. “Introductory employees aka probationary employees” has been deleted. New employment practices indicate that employers should not have a category called this because there should not be the suggestion that, after six months, employment is “permanent.”

This definitions section has been expanded.

#### Chapter 4 Classification System

Page 9 & 10 relates to the Classification System that was adopted in 2008 yet never implemented and page 11 relates to the Compensation System that goes along with it. Chief Dronsfield suggests striking it completely from the Manual. Something such as this would be best geared towards a big city.

#### Chapter 5 Compensation System

Page 11, 5-4 C. grammatical changes are made.

Page 11, 5-4 B. changed to read “Certain positions, i.e. police officers **and firefighters** require longer than six months in which to complete certifications.

Page 12, 5-4 D. The entire section is deleted.

Page 13, 5-4 H. Language will be adjusted. The Police Department gives a two hour minimum for court, training or any other matter in which they are asked to come in on a day off. The TA will follow-up with the highway department. Chief Dronsfield believes the Fire Department offers an hour and a half.

TA Glover deleted the section relating to “pay advances” because they are not utilized any more.

Page 13, 5-5. Personnel Action Report is a new section that the TA has added.

Chapter 6 Hours of Work, Over Time and Special Services

Page 15, 6-3. TA Glover suggests adding a “can eat during work” form governed by NH RSA 275:30-A.

Page 16, 6-4. Language is expanded relative to “reporting of time worked”.

Chapter 7 Leave

Page 17, 7-1. TA will check with legal to see if it is ok to require exempt employees to report leave if it is between four and eight hours under RSA 275:43-b.

Page 17, 7-2 A #3. Department heads will notify via email the Town Secretary and cc the Board when they are taking up to 5 working days off. Requests for more than 5 days shall require approval of the BOS.

Page 17, 7-2 B #1. Strike “at least two weeks” and change forwarded to Town Administrator to Town Secretary.

Page 18, 7-3. Change total of annual Holiday hours from 96 to 80 hours.

Page 18, 7-3 C. This entire paragraph is added plus add the word “work” before day in the first sentence.

Page 18, 7-3 D. This entire paragraph is added.

Page 18, 7-4. Language in this paragraph replaces the two floating holiday language in the existing policy to use “personal days” and adds language regarding new employees hired between July through December.

Page 18, 7-5. Vacation Leave was mis-numbered as 7-4. Should be numbered 7-5.

Page 19, 7-5 C. Vacation accrual upon completion of 12 months of employment has been changed from 6 days to 10 days which is 6.67 hours per month.

Page 19, 7-5 E. This paragraph is added.

Page 19, 7-5 F. Change this language to indicate that vacation time accrues at the end of the month; therefore, any reduction would happen at the end of the month.

7-5 I. Pay In Lieu of Vacation should have been in this manual, as it is an existing policy. “At the discretion of the Board of Selectmen, employees with more than ten (10) years of service who receive at least fifteen (15) days of earned vacation per year may elect to work during one (1) week of vacation and receive regular earnings as well as vacation pay.” Selectman Bugbee does not agree with this policy. He thinks that the employee should take the vacation. Selectwoman Dennis states that after speaking with an employee it is not intended to take the place of vacation but instead of taking 3 weeks the employee might only be able to or wish to



take 2 and get paid for the third. She does not have a problem with this policy as long as the employee is taking some vacation.

Page 19, 7-5 H 1. TA Glover reminds the Board that the existing policy was adopted in 2008. but the Board amended it in 2009 with the clause “Any employee whose employment has been termination just cause unfavorably reasons as described under the standards of conduct found on page 33, 34 and 35 of the personnel policy will not receive their benefits afforded to them regarding accrual of sick and vacation leave.” Past Boards indicated that they did not want to continue this policy. If someone leaves regardless of why they leave, settle up and be done. Rather than engaging in a legal battle. The first sentence is now recommended to read “Upon separation of employment for any reason, employees will be paid accrued, unused vacation day.”

Page 19, 7-5 H 3. The Board agrees that vacation should not be advanced ever.

TA Glover states that Leave Without Pay can only be taken with the Board’s prior approval and it has to be an extraordinary circumstance. If an employee has leave on the books he or she has to take it. TA Glover states that if an employee is on Leave Without Pay for more than 30 days then that employee will not accrue vacation time.

Page 20, 7-6. Sentence added “Sick leave must be used in half hour increments.”

Page 20, 7-6 B. Language added “because of illness in the employee’s immediately family”. Selectwoman Dennis would like to see mother in-law and father in-law added to the list of immediate family members. Chief Dronsfield agrees with Selectman Dennis. FMLA lists spouse, child and parent, however TA Glover states that the courts take a broad view of family. Selectwoman Dennis would like to see it expanded to include in-laws. Selectman Bugbee does not agree. They will leave this for now.

Page 20, 7-6 C. As it stands now, the department heads send a monthly report to the Town Secretary indicating time taken or not. In the future, it was decided that the department heads will notify the Town Secretary if they are out sick.

Page 20, 7-6 E. This entire paragraph is added.

Page 21, 7-7 B. TA Glover states that the Town’s medical insurance is terminated at the end of the month, if an employee has exhausted all available leave and cannot return to work.

Page 21, 7-8 A. TA will add the language that the Department Head will report their own injuries to the Town Administrator.

Page 21, 7-8 C & D. These entire paragraphs are added.

Page 22, 7-9 D. The Board agrees to strike this paragraph completely.

Page 22, 7-8 F. Chief Dronsfield points out typo in the first sentence. Should read “and the employee is **not** too disabled to perform the duties of the position.”

Page 23, 7-10. TA Glover points out that under RSA 500-A: 14 the Town must allow employees to serve on a jury but pay is not required. The existing policy has the leave completely open ended. The Board agrees that the Town cannot put a limit on how long jury duty or witness testimony leave can be.

Page 23, 7-10 C. This entire paragraph is added along with "Police Officers receive a 2 hour minimum of Overtime if the time is over their regular work week of 40 hours."

Page 23, 7-11. TA Glover informs the Board that this Section requires legal review.

#### Chapter 8 Recruitment

Page 28 TA Glover states that the current policy is silent on recruitment. Section 8-1 and 8-2 are being added.

Page 29, 8-4 A 3. The second sentence is modified to read "The Department Head will notify the Board of Selectmen about new hires."

Police Chiefs are statutorily allowed to have full discretion in hiring.

Page 30, 8-5 C. Change this paragraph to include ALL employees. Selectman Bugbee asks if present employees are grandfathered. TA Glover states yes. The Board agrees that they would like to see financial and nationwide criminal checks on all new hires.

#### Chapter 9 Performance Evaluation

Page 32. Add at the end of paragraph "The Police Department has a separate policy for promotions."

Page 32, 10-2. This paragraph needs to be stricken.

Page 33, 10-3. This paragraph needs to be stricken.

Page 33, listed as 10-5 B 1. This will now be 10-2. Police Department employees will be included in this process. Employees supervised by the Town Administrator will have an exit interview conducted by the Police Chief.

Page 33, listed as 10-5 D. This will now be 10-2 C. The Chief of Police has the absolute authority to dismiss an employee.

Page 34, listed as 10-5 E. This will now be 10-2 D. Add the language " prior to the employee's last day of work."

Page 35. The Board will review at a later date. TA Glover states that this is mainly a place holder for the time being.

#### Chapter - Disciplinary Action

**SELECT BOARD WORKSHOP MINUTES**

**July 14, 2014**

**PAGE 6**

Page 36, 12-2 B. The Board agrees to add counseling as a measure. The last sentence should read "The Board of Selectmen must first approve all discharges, except for the Police Department discharges." The Police Department's SOG includes training and technical assistance in lieu of discipline at times.

TA Glover reminds the Board that at some point they will need to suggest what the procedure will need to be if a Department Head needs to be disciplined, counseled, suspended or terminated. How to incorporate this into the policy has not been determined yet.

Selectwoman Dennis motions that in order to finance the municipal software package purchased in June 2014, the following reassignment of FY 2014 budget lines be made by moving funds from line 4155 in the amount of \$20,000 into line 4151 in the amount of \$20,000. Selectman Bugbee, seconds. All in favor. Motion Carries.

- 7. Selectwoman Dennis motions to adjourn at 8:13 pm. Selectman Bugbee, seconds. All in favor. **Motion Carries.**

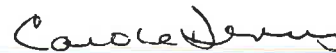
Minutes transcribed by:

Minutes accepted by The Lee Select Board:

Denise Duval, Town Secretary

David Cedarholm, Chairman (not present)

8/18/14

  
Carole Dennis

  
Scott Bugbee

TOWN OF LEE

~~PERSONNEL POLICY MANUAL~~ PERSONNEL POLICY & PROCEDURES MANUAL

TABLE OF CONTENTS

		Welcome to the Town of Lee	i
Chapter	1	Purpose and Policies	
Chapter	2	Responsibility for Administration	
Chapter	3	Definitions	
Chapter	4	Classification System	
Chapter	5	Compensation System	
Chapter	6	Hours of Work, Overtime, and Special Services	
Chapter	7	Leave	
Chapter	8	Recruitment, Selection and Appointment of Employees	
Chapter	9	Promotion, Demotion, Separation and Layoff	
Chapter	10	Performance Evaluation	
Chapter	11	Disciplinary Actions	
Chapter	12	Grievance Policy	
Chapter	13	Conduct of Employees	
Chapter	14	Retirement and Other Fringe Benefits	
Chapter	15	Personnel Records	
Chapter	16	Smoking Policy	
Chapter	17	Safety and Health	
Chapter	18	Harassment in the Workplace Policy	
<del>Chapter</del>	<del>19</del>	<del>Family and Medical Leave Policy</del>	
Chapter	20	Drug-Free Workplace Policy	
Chapter	21	Americans with Disabilities Act	
Chapter	22	Employee Email, Internet, and Computer Use	
Chapter	23	Fraud Prevention Policy	

## WELCOME TO THE TOWN OF LEE!

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

As an employee of Lee, 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 Manual~~ [Personnel Policy & Procedures Manual](#) explains our personnel policies and benefits. It is not intended 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, you should address your questions to your Department Head or to the Town Administrator.

In an effort to be responsive to the needs of a changing organization, changes or additions to this manual will be made if necessary. We will keep you informed when these changes are made.

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

## CHAPTER 1

### PURPOSE AND POLICIES

- 1-1. PURPOSE:** The purpose of this manual is to provide employees and Department Heads with the policies and procedures for assuring maintenance of an equitable personnel management system in the Town of Lee. The Town shall furnish each full time and part time employee with a copy of this ~~Personnel Policy~~ [Manual](#). Changes to the Personnel Policy are to be incorporated into this manual and distributed to all full time and part time personnel within thirty (30) days of adoption. The policies and procedures for personnel administration in the Town of Lee set forth herein have as their purpose to promote the efficiency and economy of Town government; to promote the morale and well-being of Town employees; to promote equal employment opportunity for all candidates for employment by the Town and for all its employees; and to promote the public health, public safety and general welfare 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.

*The use of the terms "he", "his", or "him" in this manual is intended to be gender neutral and also includes the female gender.*

- 1-2. NOT A CONTRACT OF EMPLOYMENT:** This manual generally describes the policies and practices that the Town follows and the benefits that currently are provided or made available to employees. These policies, practices and benefits represent the spirit with which issues and employee relations will be addressed and resolved by the Town, but they do not constitute and should not be understood to constitute an offer or a policy enforceable as a contractual obligation. This manual does not modify the at-will status of any Town employee, and shall not create any due process rights in excess of federal or state constitutional or statutory requirements. [Employment at-will means that employees are free to resign from their employment at any time, with or without cause or notice, and the employer has similar rights and can terminate the employment relationship at any time, with or without cause or notice.]

All terms and conditions of employment including, but not limited to, benefits, compensation, and workplace procedures are subject to change. 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 and in accordance with state and federal law.

This policy is also designed to serve as a guide for Department Heads in performing their supervisory responsibilities. It is not a contract and is not intended to be a complete or exhaustive guide to all issues a Department Head may face.

- 1-3. POLICY:** The personnel policies of the Town are based on the following principles:

1. openly recruiting, selecting and advancing employees on the basis of their relative ability, knowledge and skills;
2. providing equitable and adequate compensation;
3. training employees as needed to assure high quality performance and to promote career development;
4. retaining employees on the basis of the adequacy of their performance, correcting inadequate performance and dismissing employees whose inadequate performance cannot be corrected;
5. assuring fair treatment of applicants and employees in all aspects of personnel administration without regard to religion or political affiliation, race, color, national origin, age, sex, genetic information, marital status, physical or mental handicap, sexual orientation, or any other non-merit factor, except where such factor is a bona fide occupational requirement, and with proper regard for their privacy and constitutional rights as citizens. Discrimination against any person on the basis of such non-merit factors will be prohibited; and
6. assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the result of an election or a nomination for office.

**1-4. APPLICABILITY OF THESE POLICIES:** These policies and procedures apply to full time and part time employees, temporary, seasonal, and on-call firefighters of the Town of Lee, except that part time employees, temporary, seasonal, and on-call firefighters are excluded from paid leave and benefits described in this manual unless explicitly stated otherwise. [Employees of the Lee Public Library are governed by policies established by the Library Board of Trustees. \(NH RSA 202-A:6\)](#)

When a person is employed under contract, other written agreement, or policies or procedures approved by the Board of Selectmen, then those agreements shall prevail, except where those agreements are silent.

A violation of these policies may, at the determination of the Board of Selectmen and in accordance with this policy, result in disciplinary action. Where a conflict exists between a particular personnel policy and Town, State or Federal law, then the law shall prevail.

These policies are not all inclusive and discretion as to interpretation or the appropriate course of action concerning a particular personnel matter shall be that of the Town Administrator and the Board of Selectmen.

**1-5. INDEMNIFICATION:** The Town shall provide all employees with full indemnification from legal action to the extent required by [RSA 31:104; ~~31:104-1~~; 31:105; ~~31:105-1~~; 31:106; ~~31:106-1~~, and 491:24](#) while in service to the Town of Lee and acting within the scope of the position to which they are legally appointed to serve.

## CHAPTER 2

### RESPONSIBILITY FOR ADMINISTRATION

**2-1. RESPONSIBILITY FOR ADMINISTRATION:** The Town Administrator will impartially and equitably administer these personnel policies and procedures. The Town Administrator is responsible for:

1. benefits administration;
2. processing personnel/payroll actions, including pay rate changes, insurance withholding, paid leave;
3. Assisting Department Heads with recruiting and hiring new employees and any disciplinary issues that may arise within their departments; reviewing personnel policies periodically and issuing recommendations to the Board of Selectmen for additions and revisions.

**2-2. DEPARTMENT HEADS:** The Department Heads are responsible for effectively supervising their employees; disciplining; training; reporting the efficiency and performance of their staff; recommending salary adjustments; and working with the Town Administrator with the hiring, promotion and termination of employees within their department. Department Heads shall recommend to the Town Administrator, as necessary, desirable changes in the personnel policies and procedures to improve administration of the personnel system. Unless otherwise specified, the provisions, rules, procedures, etc. outlined in this manual are intended to apply to Department Heads.

**2-3. EMPLOYEES:** Employees are expected to acquaint themselves thoroughly with the material in these personnel policies and any subsequent revisions.



## CHAPTER 3

### DEFINITIONS

Wherever used in these policies and procedures, the following terms and words shall be defined as indicated below:

- 3-1. **APPOINTING AUTHORITY:** Department Heads have authority to appoint persons for positions within their departments.
- 3-2. **APPOINTMENT:** The designation of a person as an employee of the Town.
- 3-3. **BENEFITS:** Any indirect compensation not mandated by law, such as items like vacation, sick leave and insurances.
- 3-4. **COMPENSATION:** The salary, wages, fees, stipends, benefits, and all other forms of valuable consideration earned or paid to any employee by reason of service in their position, but not including reimbursements for expenses authorized and incurred as incidents to employment.
- 3-5. **DATE OF HIRE:** An employee's date of hire is the first day that the employee started working for the Town.
- 3-6. **DEMOTION:** The change of an employee from a position in one class to a position in a class having a salary range with a lower maximum rate of pay.
- 3-7. **DISABILITY LEAVE:** As distinguished from sick leave, shall mean leave given to an employee due to absence caused by a non-job related accident, injury, or other medical condition, including leave taken for the period of temporary physical disability resulting from pregnancy, childbirth, or related medical conditions.
- 3-8. **DISMISSAL:** Involuntary removal of an employee from employment.
- 3-9. **EMPLOYEE - FULL-TIME:** Employees who work 40 hours or more per week on a continuous basis, who are not classified as temporary or seasonal employees.
- 3-10. **EMPLOYEE - PART-TIME:** Employees who work less than 40 hours per week, but who work regularly scheduled hours each week, who are not classified as temporary or seasonal employees.
- 3-11. **EMPLOYEE - TEMPORARY:** Employees who are assigned to either a full-time or part-time position for a specified period of time or assignment are classified as temporary employees. The period of appointment will be contingent on the duration of the assignment. The standard time for a temporary position is one year or less.
- 3-12. **EMPLOYEE - SEASONAL:** Employees who are assigned to either a full-time or part-time position and who perform duties that are interrupted by the seasons, and who may be recalled the following season.

- 3-13. EMPLOYEE - ON-CALL FIREFIGHTER:** Employees who respond as needed on a volunteer basis but who receive an hourly rate while responding to fire alarms, emergency medical calls, hazardous material calls and other emergencies for the protection of life and property.
- 3-14. EXEMPT EMPLOYEE/NON-EXEMPT EMPLOYEE:** An exempt employee is one whose position is exempt under the Fair Labor Standards Act (FLSA). An employee may be exempt because of executive, professional or administrative duties (for example, management positions). An exempt employee is not eligible for overtime pay. Non-exempt employees are paid on an hourly basis and are eligible for overtime pay under the terms of the FLSA and this Policy.
- 3-15. GRIEVANCE:** A claim or allegation that a violation, misinterpretation, or misapplication of the provisions of this manual has occurred.
- 3-16. INCUMBENT:** An individual currently occupying a specific position.
- 3-17. JOB DESCRIPTION:** The written description of the duties, responsibilities and qualification requirements necessary and substantially related to an employee's ability to perform the essential functions of a position. Reasonable accommodations for physical or mental limitations made known to the Town by the employee should be made to ensure that the qualified disabled individual has an equal opportunity in applying for the job, to enable qualified disabled employees to perform the essential functions of a job, and to allow disabled employees to enjoy equal benefits and privileges of employment.
- 3-18. LAYOFF:** Involuntary separation of an employee resulting from a reduction in force due to lack of work, lack of funds or abolishment of the employee's position.
- 3-19. LEAVE:** A period of authorized absence, with or without pay, during which an employee does not work but is still considered to be in the employ of the Town.
- 3-20. MERIT INCREASE:** A pay increase granted to an individual employee as a result of standards of job performance as adopted by the Town. A merit increase shall not exceed the maximum rate established for that individual employee's position.
- 3-21. PERSONNEL ACTION:** All activities affecting any aspect of an employee's status. For example: appointments and changes in appointments, re-employment, transfer, promotion, and demotion, changes in hours, reclassification, resignation, suspension, dismissal, and placement in leave status.
- 3-22. PROMOTION:** The change of an employee from one position to a position in a position which provides a higher maximum rate of pay.
- 3-23. REGULAR RATE:** The actual hourly base rate an employee receives.
- 3-24. REGULARLY SCHEDULED HOURS:** The regularly scheduled hours are the hours adopted by the Town for each department or individual within a department. Department Heads may establish the hours for their departments, with approval from the Board of Selectmen.

- 3-25. RESIGNATION:** Separation of an employee from Town employment by his own voluntary act.
- 3-26. RETIREMENT:** Separation of an employee in accordance with the provisions of any retirement system under which an employee is eligible to receive benefits.
- 3-27. SUSPENSION:** An enforced leave of absence for disciplinary purposes or pending an investigation of charges made against an employee.
- 3-28. WORK AND WORK PREMISES:** Work and work premises are defined as the Town of Lee as a whole and includes all Town buildings, facilities, properties, and/or remote job sites.
- ~~**3-29. WORKER'S COMPENSATION LEAVE:** Absence from work caused by an accident, injury, or disease sustained by an employee while performing, or as a result of having performed, the duties of his position, as determined by the Town's insurance carrier and/or applicable State law.~~

## CHAPTER 4

### CLASSIFICATION SYSTEM

**4.1.—CLASSIFICATION SYSTEM:** The Town of Lee maintains ~~a Classification Plan that includes~~ a written job description for each position in the Town service which describes the duties, authority, and responsibilities characteristic of positions employed within each department of the Town ~~included in each class~~.

**4.2.—ADMINISTRATION OF THE CLASSIFICATION POLICY:**

~~A. CLASSIFICATION OF POSITION: Each classified position is placed in a class with those positions which are as similar with respect to difficulty, responsibility, and character of work as to require the same amount of experience and training for satisfactory performance and to merit equal pay within the established pay range for that class.~~

BA. **JOB DESCRIPTION:** A job description is a written description of each individual job ~~in the classification plan~~. Each job description includes a job title, a description of the representative duties and the general responsibility and authority of the work, a statement of qualification requirements for satisfactory performance of the work, and other pertinent information. ~~The job description will be a standard for classifying individual positions and~~ for determining when reclassification is warranted.

The statements of the job description are descriptive and not restrictive. They indicate the kinds of duties and level of responsibilities assigned to the class position, but do not limit the power of a Department Head to direct, assign, and control the work of the employees under his supervision. The use of examples illustrating the duties should not be construed to exclude others not mentioned which are of similar kind or category.

All Town employees will be given a copy of their appropriate job description and will be furnished new ones if their positions are ~~reclassified~~revised. Copies of job descriptions for all Town positions are maintained in the Selectmen's Office. The job descriptions may be reviewed by any Town employee.

CB. **ANNUAL REVIEW OF JOB DESCRIPTION:** At the time of the annual employee evaluation discussion between the Department Head and employee, the employee's job description will be reviewed to note any significant changes which may have taken place in the employee's job. The Department Head will prepare a description of changes, additions, or deletions required in the job description as necessary and will forward these changes to the Town Administrator's Office for ~~classification~~ review.

DC. ~~RECLASSIFICATION~~REVISION: Positions will be ~~reclassified~~revised when warranted by significant changes in the written job description such as new functions or responsibilities, new programs, or reorganization within a department.

1. Changes in the job description noted at the time of the yearly evaluation will be reviewed by the Town Administrator for changes significant enough to warrant ~~reclassification to another class or~~ a rewriting of the job description. If the Town Administrator determines that a ~~revision~~reclassification is warranted, it will be referred to the Board of Selectmen for approval. The ~~appropriate Department Head will be notified of positions which have been reclassified, and a~~ new job description will be forwarded to the employee and Department Head.
2. At other times during the year, new functions or responsibilities, new programs, or reorganization within a department may result in such major changes in a position that a change in salary ~~reclassification~~ may be warranted. Department Heads who note very significant changes in a position will submit a new proposed job description to the Town Administrator, specifying new and/or changed duties and recommending the appropriate ~~reclassification~~salary. ~~Reclassification~~ Recommendations at other than the annual evaluation time will only be accepted by the Town Administrator if the employee's next annual evaluation will not be due within the next three months.

~~3. With approval of the Board of Selectmen, existing classes may be revised or abolished as necessary, and new classes may be created.~~

~~E. MAINTENANCE OF THE CLASSIFICATION SYSTEM:—Once every five years, the Town Administrator will reevaluate the entire classification system to assure accurate and equitable maintenance of the system.—Requests for reclassification which occur after the annual budget has been approved may be approved by the Board of Selectmen if sufficient funds are available.~~

## CHAPTER 5

### COMPENSATION SYSTEM

~~5-1. **PAY PLAN:** The Board of Selectmen, with input from the Town Administrator and Department Heads, shall be responsible for the development and maintenance of a uniform and equitable pay plan for the Town which shall consist of minimum and maximum rates of pay for each position and such intermediate steps as deemed necessary and equitable. Except as otherwise provided in this Personnel Policy, i.e. overtime compensation or working out of classification, no employee shall receive pay from the Town at any rate other than within the pay grade established for the classification level of his position.~~

~~5-2. **MAINTENANCE AND ADOPTION OF THE PAY PLAN:** The Town Administrator, with input from the Department Heads, will prepare and recommend a pay plan as described above to the Board of Selectmen. The pay plan will be based upon consideration of all factors relevant to the maintenance of sound compensation practices in the Town service; such factors will include pay practices of public and private employees in the area for comparable work, the cost of living; other benefits received by Town employees, suggestions from department heads, and the ability of the Town to recruit and retain qualified personnel. Any proposed changes in the pay plan after it is adopted will also be submitted to the Board of Selectmen for approval.~~

**5-31. PAY FOR PERFORMANCE:** Merit increases, promotions, and other salary actions are based upon performance and are not considered to be automatic or based on length of service alone. (See Chapter xx for performance evaluation program).

**5-42. PAY ADMINISTRATION:**

A. **STARTING RATES:** An employee appointed to a position should normally be compensated at a minimum rate of pay ~~assigned to the grade to which~~ established for the position ~~is classified~~, subject to the approval of the Board of Selectmen; however, appointment at a salary above the minimum wage may be made upon written certification that such action is justified by exceptional qualifications of the applicant or by lack of qualified applicants available at the minimum rate.

B. **CERTIFICATION PERIOD:** If certification is required for his position, an employee must obtain it within the first six months of employment.

1. Certain positions, i. e. police officers ~~and firefighters~~, require longer than six months in which to complete certification.
2. No pay increase will be granted until certification is received.

C. **PAY INCREASE:** Merit increases ~~within an established pay grade~~ shall be dependent upon specific written recommendation by the Department Head that the employee is performing at an exceptional level of competence. ~~An employee will be eligible for a Merit increase per the terms established and thereafter pursuant to the recommendation by the Department Head~~ A pay increase may be granted at any time during the year after the Board of Selectmen review a detailed

recommendation from the Department Head outlining an employee's exceptional performance, ~~reclassification~~ revision of the incumbent's ~~position~~ job description, or the existence of unusual employment conditions that make such action necessary.

1. General pay increases, such as COLA, are granted by the Board of Selectmen from time to time.
2. All pay increases are conditioned on the availability of funds.

~~D. RATE OF PAY ON TRANSFER OR DEMOTION: When an employee is transferred from a position in one grade to a position in another grade at the same pay rate, or is transferred with no change in grade, he shall continue to be paid at the same rate. When an employee is demoted to a position in a lower classification, his salary shall be set at the rate in the lower classification level which provides the smallest decrease in pay.~~

~~E. RATE OF PAY ON PROMOTION: When an employee is promoted to a higher classification, his new pay shall be set at a rate which provides an increase over the former rate, except that the new rate shall not be more than the maximum rate of the higher pay grade. The new rate shall generally be granted at a level that affords the least increase.~~

~~F. PAY FOR TEMPORARY ASSIGNMENT OUTSIDE CLASSIFICATION FOR NON-EXEMPT EMPLOYEES: When a non-exempt employee is temporarily assigned to work in a supervisory classification at a higher level of pay than the employee's regular classification, the employee shall be paid a differential for the time so assigned. Such payment should not be made for such assignment for less than his regularly scheduled daily hours or if the employee's written job description includes such regular supervisory duties. The differential shall amount to the difference between the employee's regular rate of pay and the minimum rate for the classification of temporary assignment or 3% of base hourly rate, whichever is greater.~~

~~1. When a non-exempt employee is temporarily assigned to a position in another class for which the minimum rate of pay is the same as the employee's regular class or to a class with a lower or minimum rate of pay, the employee's pay during the temporary assignment shall remain the same.~~

~~2. Should the temporary assignment continue for six (6) months and it is unlikely that the employee will resume his or her original duties, the employee may be transferred to the new position through promotion, and paid according to the provisions of Section 5.4 E.~~

GD. OVERTIME PAY: Town employees not exempted from the provisions of the Fair Labor Standards Act shall receive overtime pay at the rate of one and one half times the regular rate of pay for work actually performed in excess of forty (40) hours per week. No paid time off (such as vacation, sick or holiday) shall be included for the purposes of calculating time worked.

1. Full-time firefighters and police officers shall receive overtime pay at the rate of one and one half times their regular rate of pay for work actually performed in excess of the hours and timeframe specified by their respective departments, in accordance with the Fair Labor Standards Act.
2. Employees who are classified as exempt employees under FLSA are not included under these regulations for payment of overtime. This group is expected to devote the time necessary to properly perform their responsibilities without overtime compensation.

**HE.** CALL-IN PAY: Full-time, Non-exempt employees of the Police Department and Highway Department~~Non-exempt employees~~ who are called in to work other than normal or scheduled hours shall be paid a minimum compensation of not less than (2) two hours at their regular hourly rate ~~(NH RSA 275:43a)~~, however they shall receive overtime pay for work actually performed in excess of forty (40) hours per week at the rate of one and one-half time their regular rate of pay.

1. If the employee is required to be called back more than once in a single four hour period, the employee shall be paid for only one call-back period.
2. This section does not apply to scheduled overtime, callback times annexed to the beginning of the work shift, or to hold over time annexed to the end of the work shift.

**HF.** PAYROLL DEDUCTIONS: The Town will automatically deduct federal withholding, income tax, social security tax, and wage garnishments as required by law (i.e., child support payments, court ordered payments, IRS garnishments). If authorized in writing by an employee, the Town will also make additional mandatory deductions, such as for health insurance or other purposes requested by the employee.

Payroll deductions are also permitted by law for: required clothing not considered to be uniforms; voluntary rental fees for non- required clothing; voluntary cleaning of uniforms and non-required clothing; medical, surgical, hospital, and other group insurance benefits having no financial advantage for the employer; payments into savings funds held by someone other than the employer; housing and utilities; strictly voluntary contributions to charities; union dues; and health, welfare pension, and apprenticeship fund contributions. Please contact the Finance Officer with any questions about payroll deductions.

**MG.** PAYCHECKS: Employees are paid on a bi-weekly basis on Fridays for all hours worked during the preceding calendar weeks. Each employee should carefully review his paycheck for errors and report any to the Finance Officer immediately. Paychecks will be distributed only to you by your Department Head or designee, unless you provide the Town with written authorization for someone else to receive your paycheck or you have elected to have your funds deposited through electronic direct deposit to your designated bank or financial institution.



**5.53 PERSONNEL ACTION REPORT:** Department Heads shall report all personnel actions ([hiring, promotion, salary adjustment, termination, etc.](#)) to the Finance Officer prior to being implemented, or as soon as practicable thereafter, depending on the action, by completing a "Personnel Action Report," that shall be executed by the Department Head, signed by the employee and approved by the Board of Selectmen, if such action requires Board approval.  
See [Appendix ~~edendum~~](#) \_\_\_\_ for a sample form.

DRAFT JEG072414

## CHAPTER 6

### HOURS OF WORK, OVERTIME ~~AND SPECIAL SERVICES~~

- 6-1. HOURS OF WORK:** The Town has adopted standard work hours of forty (40) hours per week for most full-time employees. The work week commences at 12:01 a.m. Monday and ends at 12:00 midnight Sunday unless determined otherwise by the Board of Selectmen. The work hours and work days of each department may vary, as well as the days and/or hours for any individual employee within his department. Department Heads shall inform an employee of his assigned work schedule. The Department Head shall have the right to change an employee's assigned hours to meet the Town's operational needs.
- 6-2. ATTENDANCE:** Employees are expected to be in regular attendance at work during the designated hours scheduled by the Department Head or in accordance with department regulations. **Employees shall conform to their regular work schedule, unless their Department Head has specifically authorized additional hours of work.** This means that employees should not arrive at work earlier than scheduled, work through any portion of their regularly scheduled meal break, or stay at work later than scheduled without the prior authorization of their Department Head.
- A. Employees must account for any absences during their regular workday by using the appropriate leave time, as approved by their Department Head. An employee who fails to report to work for three consecutive work days without proper notice shall be considered to have quit voluntarily.
  - B. Employees who are absent or late for work must contact their Department Head as soon as reasonably possible. An employee who fails to call in on the day of an absence, or does not have a valid reason for calling in late, may be subject to discipline. If absent from work for more than one day, an employee is required to call in for each subsequent absence, unless he has submitted a doctor's note in advance.
- 6-3. MEAL PERIODS:** A meal period shall be reserved for each employee at times designated by the Department Head. Employees who work more than five (5) consecutive hours shall be given a thirty (30) minute unpaid meal break. Town employees engaged in law enforcement and fire protection activities will be provided meal breaks in accordance with the Fair Labor Standards Act. [Any employee who eats during the meal break is required to complete a "Request to Waive the Lunch or Eating Period" form, Appendix XX. \(NH RSA 275:30A\)](#)
- 6-4. TIME SHEETS:** All non-exempt Town employees are required to complete a time sheet of the hours worked each week, as well as to record any time off.
- A. Pursuant to [NH RSA 279:27](#) and [RSA 275:49](#):
    1. All entries that are altered on an employee's time sheet/card must be legible and are required to be initialed by the employee.

2. Each employee must record the actual time work began and ended, including any meal periods. It is not sufficient to simply indicate the total number of hours worked each day.

B. Hours worked on all time sheets/cards will be calculated by rounding the time to the nearest quarter hour using the 7/8 minute-split rule, i.e. when employees are 1 to 7 minutes late, they are paid for the entire quarter-hour; if they are 8 to 14 minutes late, payment begins at the nearest quarter-hour.

**6-5. OVERTIME:** Personnel shortages, peak workloads, and other emergency situations may make it necessary for an employee to work beyond his departmentally assigned work week. In emergency situations Department Heads are authorized to schedule or order overtime work when necessary and therefore employees should consider compliance mandatory. To the extent possible, overtime will be distributed as evenly as possible among the employees qualified to perform the particular job within the department. In all cases, administration of this section is to comply with the Fair Labor Standards Act (FLSA). For calculations on overtime pay, see Chapter 5 - Compensation System.

Consideration must be given to the maximum number of hours an employee can safely perform their work in any continuous shift. The Department Head has the authority and responsibility to relieve an employee from work when it is determined that the employee may endanger the normal operation of the department or the safety of other employees or general public.

## CHAPTER 7

### LEAVE

**7-1. GENERAL POLICY:** Leave is an authorized absence during which an employee does not work but is still considered to be in the employ of the Town. Leave may be authorized with or without pay and shall be granted in accordance with the following guidelines on the basis of the work requirements of the departments and, whenever possible, the personal wishes of the employee.

- A. **ELIGIBLE EMPLOYEES:** Paid leave is available to full-time employees.
- B. **EXEMPT EMPLOYEES:** Exempt employees are not required to record leave for absences of less than four hours; however, they are expected to work the hours necessary to perform their job, which may include working outside of normal working hours and/or working more than 40 hours per week.
- C. An employee who has exhausted all his available sick and/or vacation leave but is still unable to return to work shall not accrue further leave.

**7-2. PROCEDURE FOR REQUESTING LEAVE:** All leave, whether paid or unpaid, must be noted on the employee's timesheet. ~~Employees must also complete an "Absence Request" form (Attachment \_\_\_\_\_).~~ In the case of illness, injury, or emergencies, employees shall notify their Department Head at least one hour prior to the time set for departmentally assigned working hours or as soon as reasonably possible. An employee will not be paid for any absence from assigned working hours unless such absence is approved and the employee has available leave time.

- A. Department Heads:
  - 1. Are not required to submit timesheets.
  - 2. ~~Submit a "Monthly Report of Vacation and Sick Time" to the Town Administrator so that time used can be deducted from leave accruals~~
  - 3. Submit a "Department Head Leave Notice Form" ~~Vacation Request and Approval Form~~ to the Town Secretary at the time leave is taken so that time used can be deducted from leave accruals and also advise the Board of the absence via email.
  - 3. or any absence ~~Vacation requests~~ in excess of ~~three~~ five consecutive working days ~~to the Board of Selectmen in a timely fashion, so that the request can must~~ be approved by the Board of Selectmen before the time is taken. ~~Absences of less than three days do not require approval of the Board; however they must still be deducted from leave accruals, so written notice should be provided to the Town Secretary.~~
- B. Hourly Employees:
  - 1. ~~"Vacation Request and Approval Form"~~ Requests for vacation must be submitted by the employee for approval ~~at least two weeks~~ prior to the requested leave, ~~signed by the employee and to~~ his Department Head and ~~forwarded to the Town~~ recorded on the

weekly timesheet~~Administrator~~Secretary so that time used can be deducted from leave accruals.

2. Sick Leave will be deducted from accruals based on the usage indicated on an employee's timesheet.

**7-3. HOLIDAY LEAVE:** Employees shall be paid an annual total of no more than ~~96~~80 hours for the listed holidays. Holiday pay will be based on eight (8) hours\_ at the employee's straight time hourly rate. Part-time employees who regularly work a minimum of twenty hours per week throughout the calendar year and whose regular work schedule includes the actual day of the holiday are entitled to four (4) hours of holiday pay. Temporary employees are not entitled to paid holidays.

All holidays will be observed on the day designated by the Federal Government:

New Year's Day	Civil Rights/Martin Luther King Day
Presidents' Day	Memorial Day
Independence Day	Labor Day
Veterans' Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

- A. Holidays that fall on a Sunday will be observed on the following Monday, and Holidays that fall on a Saturday will be observed on the preceding Friday. If Christmas falls on a Tuesday or a Thursday, the Town will close on the day between Christmas and the weekend.
- B. If a designated holiday falls within an employee's vacation period, the holiday is not considered a vacation day.
- C. Employees must work the work day preceding and following the holiday, according to their normal work schedule, except for excused absences as approved by the employee's Department Head, in order to be paid for the holiday.
- D. Some employees may be required to work on holidays. Non-exempt Employees who are required to work on a holiday will receive eight (8) hours of holiday pay at the straight time hourly rate for hours worked. In addition the employee will be paid at their regular rate of pay as outlined in this personnel policy to include overtime as described on page ~~XXX~~ of this manual, if applicable. Holiday pay is not counted as time worked for the purposes of calculating overtime.

**7-4. PERSONAL DAYS:** Employees shall be entitled to take two personal days in each calendar year, on a day(s) approved by their Department Head. Personal Days shall expire at the end of the calendar year and will not accrue from year to year. ~~(This replaces the two floating holidays.)~~

Eligible Part-time employees shall be paid four hours at their regular hourly rate for each Personal Day.

New Employees hired in the months of July through December shall be entitled to only one Personal Day in that calendar year.

~~7-4.~~ **7-5. VACATION LEAVE:** Each eligible employee shall be granted leave with pay for the purpose of taking a vacation. Vacation time is granted ~~to eligible employees~~ based upon years of service. The employee's date of hire will be used for the purpose of calculating the employee's years of service.

- A. Employees shall begin to accrue vacation on their date of hire.
- B. Employees shall not be eligible to take vacation until they have worked for the Town for a period of at least six months.
- C. Vacation Accrual Schedule: Each eligible employee shall accrue annual vacation leave according to the following schedule:

	<b>Monthly Accrual</b>	<b>Annual Accrual</b>
Upon completion of 12 months of employment	6.67 hrs.	80 hrs. (10 days)
Start of Year 2 thru completion of Year 5	8 hrs.	96 hrs. (12 days)
Start of Year 6 thru completion of Year 10	10 hrs.	120 hrs. (15 days)
Start of Year 11 and beyond	14 hrs.	168 hrs. (21 days)

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

- D. **VACATION PAY:** Vacation pay for a full week will be paid at the normal straight time scheduled hours; i.e., if someone normally is scheduled for 40 hours per week, their vacation pay will be for 40 hours for each full week requested.
- E. **USE OF VACATION LEAVE:** Vacation leave may be taken weekly, one or more days at a time, or in hours.
- F. **CARRYOVER:** ~~Vacation time may not be accumulated beyond what an employee would accrue in a two (2) year period.~~ Employees are only allowed to carry-over what they would accrue in a two (2) year period, therefore, the maximum that any employee may accrue is 336 hrs. or 42 days. Any excess as of the end of each month will be eliminated and shall not carry over into the following month.
- G. **VACATION SCHEDULING:** Each Department Head will determine the annual vacation schedule for all of his employees, taking into consideration the best interests of the Town, the particular needs of the department and the desire of the employee. A conflict in scheduling vacation leave among several employees will be resolved by the Department Head on the basis of particular assignments of employees and upcoming department workload.
- H. **VACATION LEAVE SETTLEMENT UPON SEPARATION FROM EMPLOYMENT:**
  - 1. Upon separation of employment for any reason, employees will be paid accrued, unused vacation pay provided the employee has been actively

- employed for at least six (6) months prior to the termination. Such pay will be calculated based on the employee's rate of pay at the time of separation.
2. Employees will be paid upon termination for their accrued unused vacation days not to exceed a maximum of thirty (30) days.
  3. An employee who has ~~received advance vacation pay or~~ taken a vacation which, upon ~~dismissal-termination~~ of employment, has not been accrued will have the amount of the unearned vacation pay previously received deducted from his final compensation payment.

**7-56. SICK LEAVE ~~POLICY~~:** The Town provides sick leave to full time employees. Sick leave must be used in half hour increments (except for Exempt employees), and employees will be paid at the normal straight time rate for the number of hours the employee was scheduled to work. Sick pay may not exceed the employee's regular workday and/or workweek hours.

- A. ACCRUAL: Sick leave accrues at the rate of 8 hours per month for up to a maximum of 640 hours and commences from the date of hire. ~~Sick leave accrues on the last working day of the month.~~ Any excess as of the end of each month will be eliminated and shall not be carried over into the following month.
- B. Sick leave shall be allowed only in the case of necessity and actual illness or disability of the employee, because of illness in the employee's immediate family, or ~~to for take~~ medical or dental appointments.
  1. Immediate family shall include the following family members: spouse, child, mother, father, brother, sister, or other person living in the same household, ~~as defined within the FMLA guidelines~~
- C. REPORTING ABSENCE: An ~~non-exempt~~ employee is expected to contact his/her Department Head on a daily basis relative to the need for and status of their absences, unless otherwise directed not to call by the Department Head. Exceptions to this include a serious accidental injury, hospitalization, and occasional circumstances, when it is known in advance that the employee will be absent for a certain period of time. Reporting of the absence to any employee other than their Department Head will not be accepted as compliance with the daily reporting requirement. Employees who fail to report to work or call their Department Head for three (3) consecutive work days will be considered to have voluntarily resigned from their employment.
- D. PHYSICIAN'S CERTIFICATE: For an absence under this section, the Department Head or Board of Selectmen may require evidence in the form of a physician's certificate for absences lasting longer than five consecutive work days or when it is considered in the best interest of the Town. Such certification shall indicate the necessity for the absence and the expected duration.
- E. SICK LEAVE ABUSE: Use of sick leave for purposes other than those described above shall be considered absence without leave and will result in appropriate disciplinary action. Department Heads may ~~check on~~ inquire into the circumstances

of absences under this section when they consider it to be in the best interest of the Town.

F. **ACCUMULATED SICK LEAVE SETTLEMENT UPON SEPARATION:**

An employee will be paid upon termination for his accrued, unused sick days, not to exceed a maximum of forty (40) hours.

~~7-7. **DISABILITY LEAVE:** Disability leave, as distinguished from sick leave, shall mean leave given to an employee due to absence from duty caused by a non-job related temporary disability. For the period of temporary physical disability resulting from pregnancy, childbirth, or related medical conditions, see CH. XXX MATERNITY LEAVE.~~

~~A. Employees must notify the Town Administrator of the need for disability leave as soon as possible and provide a physician's certification of the need for disability leave and the expected duration.~~

~~B. If an employee is eligible for short term and/or long term disability payments from the Town's insurance carrier, the Town Administrator will provide the forms necessary for the employee to apply and will coordinate disability leave requirements with the Finance Officer.~~

~~1. If the employee is also eligible for Family Medical Leave Act leave ("FMLA"), the terms and conditions under that policy will also apply. See Chapter XX for the full FMLA policy.~~

~~2. In order to maintain coverage under the Town's medical and dental insurance, the employee must be covered under the FMLA or be receiving compensation from the Town through the use of accrued sick and/or vacation leave. The employee must continue to contribute his same portion of the premiums for all benefits. Payment must be received by the first of each month or coverage may be terminated.~~

~~3. If an employee has exhausted all FMLA, sick and/or vacation leave, his medical and dental benefits will be terminated. If he is eligible to receive coverage through The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), he will be notified of such by the Town's insurance provider and will be responsible for paying the full cost.~~

~~7-8. **WORKER'S COMPENSATION:** Worker's Compensation, as distinguished from sick leave or disability leave, shall mean paid leave given to an employee due to absence caused by a service connected illness or injury which occurred while the employee was performing his duties and which has been accepted as such by the Town's Worker's Compensation Insurance carrier. All worker's compensation claims shall be handled in accordance with the State of NH Worker's Compensation Law (NH RSA 281 A.)~~

~~A. Employees are responsible for reporting all accidents, illness, or injuries occurring during employment, regardless of how minor, to their Department Head immediately. The Department Head and the employee shall advise the Town Administrator of the incident, who will then be responsible for filing the required state and insurance reports.~~

~~B. If the employee is also eligible for Family Medical Leave Act leave ("FMLA"), the terms and conditions under that policy will also apply. See Chapter XX for the full FMLA policy.~~



~~C. In order to maintain coverage under the Town's medical and dental insurance, the employee must also be covered under the FMLA or be receiving compensation from the Town through the use of accrued sick and/or vacation leave. The employee must continue to contribute his same portion of the premiums for all benefits. Payment must be received by the first of each month or coverage may be terminated.~~

~~D. If an employee has exhausted all FMLA, sick and/or vacation leave, his medical and dental benefits will be terminated. If he is eligible to receive coverage through The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), he will be notified of such by the Town's insurance provider and will be responsible for paying the full cost.~~

~~E. **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. Please refer to The Americans with Disabilities Act policy in this Personnel Manual for more information.~~

~~F. **Reinstatement:** A full time employee who has sustained an on the job injury will be reinstated to his or her former position upon request within eighteen (18) months of the initial injury if the position exists and is available, and the employee is too disabled 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. Also, an employee 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.~~

**7-97. BEREAVEMENT LEAVE:** In the event of death in the immediate family of an employee, the employee shall be granted up to three (3) days of paid leave of absence to make immediate household arrangements and/or to attend funeral services.

A. **IMMEDIATE FAMILY** shall mean the employee's spouse, significant other, parents, step-parents, father-in-law, mother-in-law, son/daughter-in-law, grandparents, grandchild, sister, brother, child, stepchild, niece, nephew, or any other person living in the employee's immediate household.

B. One (1) day shall equal the number of hours the employee would be regularly scheduled to work for that day(s). An employee will receive his

regular base salary for his scheduled work day(s) while on bereavement leave.

C. In the event that an employee is on paid vacation leave at the time of death, the bereavement leave will not be deducted from accrued vacation.

D. ~~Leave for attendance at the funeral of non-immediate family members or persons with some especially close relationship may be granted with or without pay. Determination will be made by the employee's Department Head after consultation with the Chairman of the Board of Selectmen or his/her designee.~~

**7-108. JURY DUTY/WITNESS LEAVE:** The Town considers jury service to be one of the most important civic duties you can perform. ~~considers it a civic duty to serve on a jury if summoned and will grant an employee leave in order to serve on a jury. In recognition of this and NH RSA 500-A:14, 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. Employees summoned for jury duty or subpoenaed as a witness will be paid the difference between their base rate of pay and the pay provided by the government for jury or witness service ~~not to exceed thirty (30) total days of such service. Any absence thereafter will be unpaid leave, unless otherwise required by state or federal law.~~ For temporary employees or call firefighters, jury or witness duty will be considered an excused unpaid absence.

A. JURY SUMMONS should be given to the Department Head as soon as the employee receives the notice. In order to receive a Town of Lee paycheck for leave taken under this policy, the Finance Officer must receive copies of the checks received for jury duty or witness pay.

B. While serving on a jury, the employee must call his Department Head daily to advise him of his status. In addition, employees are expected to return to work if excused from jury/witness duty during regular working hours.

C. Town employees who are called as a witness or subpoenaed as result of their official duties as a Town of Lee employee will receive their regular wages while serving. Police Officers shall receive a minimum of two hours overtime pay if required to attend court outside of their regular work schedule.

**7-119. MILITARY LEAVE:** Employees who voluntarily or involuntarily serve in the United States Armed Forces or National Guard (collectively referred to as "uniformed services") will be provided with leaves of absence for such service or training in connection with such service in accordance with the federal Uniformed Services Employment and Reemployment Rights Act ("USERRA"). In case of any conflicts between this policy and federal, state, or local laws, such applicable laws shall control.

A. 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. Exempt employees

who request leave of less than one pay period will be paid the difference between their regular salary and their military pay. While on leave without pay, an employee does not accrue vacation or sick leave.

- B. **Notice of Leave Request:** An employee needing time away from work for service or training in the uniformed services should make their Department Head aware of the need for leave as soon as the employee receives the written or verbal orders. It is requested that notice should be provided at least 30 days before the leave begins where it is at all possible to do so. An employee's request for leave may include reasonable time off to get personal business in order prior to commencing service in the uniformed services. Reasonable time off will be decided by the Town Administrator based on a case by case basis.
- C. **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 regular contribution for the cost of health insurance. Payment for insurance with less than 31 days leave may be paid in advance or upon return through payroll deductions. If a military leave lasts 31 days or more, then the employee's health insurance coverage will cease and the employee will be eligible to elect to continue his or her health insurance coverage at his or her own expense for up to 24 months, in accordance with USERRA. The cost for continuation coverage will be the full cost of the premium, and a 2% administrative fee may also be charged. When the employee returns to work, he will be reinstated to the health insurance benefit with no waiting period, even if coverage terminated during the leave.
- D. **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. Employer and employee contributions to the defined contribution plan will be based on what the employee *would have earned* from the Town during the military-related absence. The determination will be based on the pre-service rate of compensation, plus any pay raises or promotions that are based on seniority or cost-of-living that the employee would have received during the military-related absence.
- E. **Reinstatement:** Employees wishing to be reinstated following military leave should promptly notify their Department Head and Town Administrator 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 their Department Head and Town Administrator in writing 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 Town Administrator in writing of the desire for reinstatement within 90 days of completing service.
1. The Town of Lee will reinstate eligible employees promptly unless it is established that assisting the employee in becoming qualified for reemployment would impose an undue hardship. 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.

2. The Town reserves the right to place another employee in that position for the duration of the employee's military leave. If it is not possible to place him in the previous position upon return, the employee will be placed in a position of comparable status, pay, benefits, and responsibility, subject to any rules or restrictions under USERRA.
  3. Employees cannot waive their reemployment rights in advance of being released from uniformed service.
- F. The returning veteran who meets the USERRA eligibility criteria may not be discharged, except for cause, within one year after reemployment, if the veteran's period of service was 181 days or more. If the period of service was 31-180 days, the period of special protection is 180 days.
- G. **Disabled Service Members:** If a returning employee was disabled or a disability was aggravated during uniformed service, the Town of Lee will make reasonable accommodations and efforts to help the employee become qualified to perform the duties of his or her reemployment position.
- H. **Statement against Discrimination and Retaliation:** The Town of Lee 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 of Lee 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.

**7-1210: LEAVE OF ABSENCE FOR VICTIMS OF CRIME:** Pursuant to *NH RSA 275:61-65*, the Town of Lee will grant an employee time off from work to attend court or other legal or investigative proceedings associated with the prosecution of a crime in which the employee was a victim. Such time is unpaid, unless otherwise required by state or federal law, although an employee may elect to use his or her accrued, unused vacation time or; sick —leave, or comp time. 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.

- A. Employees may also qualify for leave under this policy if they are part of the immediate family of a homicide victim or part of the immediate family of a child under the age of 18 or an incompetent adult who is the victim of a crime. For purposes of this policy, "immediate family" means the father, mother, stepparent, child, stepchild, sibling, spouse, grandparent, or legal guardian of the victim, or any other person who is otherwise in an intimate relationship with and residing in the same household as the victim.
- B. An employee needing time off under this policy should notify his Department Head as far in advance as possible. The employee must 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 of Lee will maintain any such notices or records in confidence, and will disclose them only on a need to know basis.

- C. The employee will be notified as soon as practicable whether the leave request is granted or denied. Requests falling within the definitions of this policy will typically be granted unless the leave of absence would cause an undue hardship on the Town of Lee. An “undue hardship” for purposes of this policy means significant difficulty and expense. In determining whether an undue hardship may exist, we will consider the size of our operations, the employee’s position, and the need for the employee to be at work.
- D. The Town of Lee 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. Complaints of discrimination should immediately be brought to the attention of the Town Administrator (unless the Town Administrator is alleged to have caused the discrimination, in which case the Board of Selectmen should be notified) and such complaints will be investigated and, if appropriate, remedial action will be taken.

**7-1311.** ~~\_\_\_\_\_~~ **LEAVE FOR MATERNITY REASONS:** The Town provides female employees with an unpaid leave of absence, unless otherwise required under the law, for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work. [NH RSA 354-A:7, VI](#)

- A. **FMLA:** If an employee is also eligible for FMLA leave, the employee’s FMLA leave and Maternity Leave will run concurrently. Maternity disability will be treated in the same manner as an FMLA leave of absence for the employee’s own serious health condition. Please see Chapter XX for further details.
- B. The employee is required to exhaust all accrued sick and vacation time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability. If a maternity disability exceeds the available FMLA leave and the employee has exhausted all available sick and vacation leave, the employee will be required to pay 100% of the cost of her health and dental insurance.
- C. **DISABILITY INSURANCE:** If the maternity leave is for a condition that is covered under Lee’s short or long term disability insurance, covered employees may apply for benefit coverage.
- D. **RETENTION OF BENEFITS:** When the employee is physically able to return to work, her original position or a comparable position will be made available to

her unless business necessity makes this impossible or unreasonable. Upon return from leave, she will resume the same status and benefits held before the leave.

**7-1412. DISCRETIONARY LEAVE OF ABSENCE WITHOUT PAY:** The Board of Selectmen may grant an employee an unpaid leave of absence for a period typically not to exceed thirty (30) days, provided the leave would not prejudice the Town's interests. Such leave will be considered only if the employee has exhausted all paid, accrued leave and/or FMLA. This policy excludes call firefighters and temporary employees.

A. Requests for discretionary leave should be submitted to your Department Head ~~the~~ at least thirty (30) days prior to the requested date of leave. The request must be made in writing, stating the length of leave and a brief description of the reason for the request. All considerations and approval for discretionary leave are handled on a case-by-case basis.

1. In determining whether to grant a discretionary leave of absence, the Board will consider, among other factors, the employee's length of service, the employee's work record, the reason(s) for leave, and staffing needs.

2. The Board may cancel or modify a leave if it determines the leave is being abused by the employee or if the Town's needs necessitate such action.

B. **BENEFITS:** an employee on discretionary leave is not entitled to accrue any benefits, including vacation, sick leave, and holidays. In addition, participation in any medical or dental insurance coverage must be paid entirely by the employee during the discretionary leave if such leave exceeds thirty (30) days. The employee must make arrangements with the Town Administrator regarding insurance premium payments retirement contributions, and any other optional deductions the employee may have.

C. **REINSTATEMENT:** At the end of an approved leave without pay, the Town, unless business necessity dictates otherwise, will return the employee to the position held at the time leave was granted or to a comparable position, without the loss of status or benefits held before the leave. 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 the employee does not report to work on the workday following the expiration of the approved leave, the Town will assume that the employee has voluntarily resigned from his or her employment.

## CHAPTER

**7-13. FAMILY AND MEDICAL LEAVE:** The Town complies with the Federal Family and Medical Leave Act (FMLA) of 1993 and all applicable State laws related to family and medical leave. This means that, in cases where the law grants you more leave than our leave policies provide, the Town will give you the leave required by law.

- A. The FMLA entitles eligible employees of covered employers to take up to twelve workweeks of leave in a 12-month period for unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to take leave for:
- 1) The birth of a child and to care for the newborn child within one year of birth;
  - 2) The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - 3) To care for the employee's spouse, child, or parent who has a serious health condition;
  - 4) A serious health condition that makes the employee unable to perform the essential functions of his or her job;
  - 5) A "qualifying exigency" (as defined in the Department of Labor Regulations) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on (or has been notified of an impending call to) "covered active duty" in the Armed Forces, as defined in the National Defense Authorization Act for 2010;
  - 6) The employee is a spouse, son, daughter, parent, or next of kin of a "covered service member" (as defined in the Department of Labor Regulations) who has a serious injury or illness and the employee is needed to care for such person.
- B. Eligibility Requirements: To be eligible for FMLA leave, an employee must satisfy the following condition:
- 1) The employee must have worked for the Town of Lee for at least twelve (12) months, and must have performed at least 1,250 hours of work in twelve (12) months prior to a leave request
  - 2) There must be at least fifty (50) employees working for the Town of Lee
- C. Leave Entitlement: If an employee takes FMLA leave for a reason stated in paragraphs (1)-(5) above, the employee is entitled to up to twelve (12) workweeks of unpaid leave during a twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins an FMLA leave. In other words, the number of weeks the employee has available upon the beginning of a FMLA leave will be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks"). For example, if an employee used four weeks beginning February 1, 2014, four weeks beginning June 1, 2014 and four weeks beginning December 1, 2014, the employee would not be entitled to any additional leave until February 1, 2015. Beginning on February 1, 2015, the employee would be entitled to four

weeks of leave; on June 1, 2015, the employee would be entitled to four additional weeks; and so on.

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

2) An employee who takes FMLA leave for a reason stated in paragraph (6) above will be limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period. The leave entitlement described in paragraph (6) above is to be applied on a per-covered-service member, per injury basis such that an eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent serious illness or injury, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

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

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

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

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

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

4) While an employee is on intermittent or reduced schedule FMLA leave, the Town of Lee may temporarily transfer the employee to an available alternate



position that better accommodates the employee's recurring leave and that has equivalent pay and benefits.

5) Employees who take intermittent leave for a planned medical treatment have an obligation to make a "reasonable effort" to schedule the treatment so as not to disrupt unduly the Town of Lee's operations.

F. Status Of Employee Benefits: Employees are required to use any accrued, unused paid time off days during FMLA leave unless the FMLA leave is otherwise paid through workers' compensation benefits, short-term or long-term disability benefits, or other benefits. The substitution of paid leave time for unpaid leave time does not extend the FMLA leave period and leave must be used in half-hour increments. Also, the employee's FMLA leave may run concurrently with other types of leave. If an employee who is otherwise paid wishes to also use sick and/or vacation leave, they need to advise the Finance Officer of this in writing.

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

1) If paid leave is substituted for unpaid FMLA leave, the Town of Lee will deduct the employee's portion of the medical insurance premium as a regular payroll deduction.

2) If an employee's leave is unpaid, or is paid through workers' compensation, short-term or long-term disability benefits, or other benefits not provided through the Town of Lee's payroll system, the employee must pay his or her portion of the premium by making arrangements with the Finance Officer.

3) Medical and other benefit coverage may be canceled if the employee's premium payment is more than (thirty) 30 days late.

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

I. Benefit entitlements based on length of service will be preserved at the level earned as of the commencement of the leave, but will not accrue further during any portion of the leave that is unpaid. For example, an employee on leave will not accrue additional sick/vacation days. For the purposes of this policy, "unpaid leave" means that the employee is not receiving a payroll check from the Town of Lee.

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

- 1) If the need for leave is not foreseeable, the employee must give notice to the Town Administrator as soon as practicable (generally, either the same day or the next business day of learning the employee's need for leave) and the employee must comply with all of the Town of Lee's policies regarding absences from work. Failure to provide such notice may be grounds for delaying the leave. If the employee is unable to notify the Town of Lee of his/her need for leave personally because of illness, the employee should ask someone else to call on his or her behalf.
- 2) Certification: The Town requires that you provide a medical certification of your need for leave because of a serious health condition (whether your own or that of your child, spouse, parent's, or next of kin's) whenever the leave is expected to extend beyond **five (5)** consecutive working days or will involve intermittent or part time leave. The Town requires that you provide a medical certification of your ability to resume work after a FMLA leave for your own serious health condition that extends beyond **ten (10)** consecutive working days.
- 3) The Town may require that a request for leave due to military service be supported by appropriate certification if the FMLA regulations prescribe such certification.
- 4) In the case of an employee's own serious health condition, or that of a family member's serious health condition, the Town of Lee, at its expense, may require an examination by a second health care provider designated by the Town of Lee. If the second health care provider's opinion conflicts with the original medical certification, the Town of Lee, at its expense, may require a third health care provider agreed upon by the employee and the Town of Lee to conduct an examination and provide a final and binding opinion.
- 5) The Town of Lee may also require subsequent medical recertification. Failure to provide requested recertification within fifteen (15) days may result in delay of further leave.

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

L. Confirmation of Familial Relationship: Employees requesting a leave of absence based on a familial relationship (e.g. leaves under paragraphs (3), (5) and (6)), may be required to provide reasonable documentation or statement of family relationship. This documentation may take many forms, including but not limited to a child's birth certificate, a court document, etc.

M. Periodic Reporting: If you take leave for more than two (2) weeks, the Town requires that you report to the Town Administrator at least every two weeks on your status and intent to return to work. In addition, the employee must give notice as soon as

practicable (within two (2) business days if feasible) if the dates of leave change or are extended or initially were unknown.

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

M. Returning To Work: At the end of an authorized FMLA leave, the employee will be reinstated to his or her original position or an equivalent position.

O. Key Employees: Certain employees may be designated as “Key Employees” at the start of their leave, as defined by the FMLA. “Key employees” may be denied restoration to their prior or equivalent position if keeping the job open for the employee would result in substantial economic injury to the Town of Lee.

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

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

The complete provisions of the FMLA are too lengthy to be included in this policy. However, if you have questions about the FMLA or would like to review the statute yourself, please contact the Town Administrator or the U.S. Department of Labor.

## CHAPTER 8

### RECRUITMENT, SELECTION AND APPOINTMENT OF EMPLOYEES

The Town 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 because of veteran status, marital status, physical or mental disability, age, race, color, religion, sex, genetic information, sexual orientation, pregnancy, or national origin. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, and leaves of absence, compensation, and training.

#### 8-1 **METHOD OF APPOINTMENT**

A. **VACANCIES:** All vacancies shall be filled by regular appointment, promotion, demotion or transfer. Documentation on a newly appointed employee shall be forwarded by the Department Heads to the Town Administrator for inclusion in the employee's personnel folder. New employees will make an appointment with the Town Administrator and/or her designee to complete the required forms.

1. **Regular Appointment:** A regular appointment indicates that a new employee is to work for the Town in either a full or part-time capacity on a continuing basis.

2. **Promotion, Demotion and Transfer:** These types of appointment apply to current full time or part time employees. These appointments will follow the procedures under Chapter X unless an exception is granted by the Board of Selectmen.

**8-12. RECRUITMENT AND SELECTION POLICIES:** In order to assure that the Town provides a high quality of service to the public, the Town will hire from among the most competent individuals available according to the following policies and procedures, with consideration given to present Town employees if equally qualified with other applicants.

A. **RECRUITMENT POLICY:** Recruitment efforts and publicity will be directed to all appropriate sources of applicants in a geographical area as wide as necessary to attract an adequate number of qualified candidates and to assure open opportunity for the public to apply and be considered for employment by the Town on the basis of ability and potential.

B. **SELECTION AND APPOINTMENT POLICIES:** Selection and appointment to all Town positions will be based solely upon job-related requirements and the applicant's demonstration that he possesses the skills, knowledge, abilities and other characteristics necessary for successful job performance and career development.

#### **8-23. RECRUITMENT PROCEDURES:**

A. **DEFINING THE JOB:** When a vacancy occurs, the Department Head will review the job description and salary for the position. Any proposed changes in the description will be reported to the Town Administrator.

B. ESTABLISHING THE QUALIFICATION REQUIREMENTS: After defining the job, the Department Head will determine the minimum qualification requirements for successful performance on the job based on the job description as well as any other special requirements necessary for the specific position.

C. ADVERTISING THE VACANCY

1. The Town Administrator will be responsible for advising the public of the Town's intention to fill the vacancy and to assure that all interested and qualified individuals, including Town employees, are informed of the position's title, the position's essential functions, the time, place and manner of making application, requirements or qualifications, the Town's EOE position, and any other information which may be useful to applicants.
2. The methods of advertising vacancies will vary depending upon the nature and requirements of the position being filled. The following methods are typical of those which may be used by the Town for recruitment: posting notices on public bulletin boards in Town offices, the post office, college placement offices; advertising in professional journals and newspapers with local and statewide circulation; and listing the job with the State Employment Service.
3. The Town Administrator, with input from the Department Head, shall decide when the notice is to go into the newspaper, how long it should run, closing date for receiving applications, and when candidates will be interviewed. In order to allow sufficient time for candidates to apply for the position, applications will be received for at least ten days after the vacancy is initially advertised.

**8-34. APPLICATION FOR EMPLOYMENT:** All candidates applying for employment in the Town must file an official application and/or submit a resume prior to the close of business on the date specified in the vacancy announcement or advertisement. The applicant's signature shall serve to verify the truth of all statements offered. Deliberately false or misleading statements in attempting to secure employment will be grounds for rejecting an applicant or dismissal after employment.

**8-45. SELECTION PROCEDURES:** The Town's selection process will comply with all state and federal laws, including the requirements of the Americans with Disabilities Act, Civil Rights Act, and NH law against discrimination. All qualification standards, employment tests and selection criteria will be job-related and consistent with business necessity. Reasonable accommodation will be made to the known physical or mental limitations of disabled individuals.

A. ~~THE EVALUATION PROCESS:~~ The evaluation and offer process will be conducted as follows, with assistance from the Town Administrator:

1. The Department Head, ~~with assistance from the Town Administrator~~, will review the applications of all candidates to determine whether each candidate meets the minimum requirements established for the position. Candidates who

do not meet these requirements will be so notified and eliminated from further consideration.

2. A final ranking of each candidate as unqualified, qualified, highly qualified or most qualified will be derived from the results of the review process.
3. Finalists will be interviewed and may be required to take a test, depending on the needs of the department. The Department Head will ~~notify~~ ~~make a recommendation of the chosen candidate to~~ the Board of Selectmen, ~~of which must approve~~ all new hires.
4. The successful candidate will be provided with a written conditional offer of employment, stating the position applied for, rate of pay, benefits offered, and other relevant information. It will also indicate that the candidate must undergo a criminal background check and a drug and alcohol test. A pre-employment physical may also be required, depending on the position.

~~4. PHYSICAL EXAMINATIONS:—For positions where physical requirements constitute a bona fide occupational qualification, a pre-employment physical may be required of a job applicant only after a job offer has been made in order to assure that the individual is physically able to perform the duties of the position. Similarly, the Town may require incumbents of such positions to periodically take a physical examination to assure that they are still physically able to perform the duties of their position. When required, the physical examination shall be performed by a practicing physician contracted by the Town and acceptable to the individual. The Town shall pay for the cost of the examination.~~

~~5.~~

B. ORIENTATION: Employee orientation should take place on the employee's first day of work. The Department Head, or his designee, the Finance Officer and the Town Administrator will conduct the orientation.

1) All Employees will receive a copy of this manual and sign an acknowledgement form (APPENDIX XX), complete an I-9 (Employment Eligibility Verification); and W-4 (Employee's Withholding Allowance Certificate. Driver's License, Birth Certificate and/or U.S. Passport are required.

2) Full-time employees will complete the forms necessary for enrollment in the NH Retirement System, Medical Benefit Plans, Short-Term and Long-Term Disability programs, and Life Insurance Plan.

An employee whose first day of work is the first of the month should complete these forms at least one week prior so as not to delay enrollment in these benefit plans, which all begin on the first day of the month following the date of hire.

3) Employees may also sign up for Direct Deposit at this time.

**BC.** NOTIFICATION OF APPLICANTS OF SELECTION OR NON-SELECTION: Candidates -who were interviewed will be informed in writing in a timely manner of their selection or non-selection for the position.

**ED.** DOCUMENTING THE SELECTION PROCESS: A record of the recruiting, examining, and appointing procedures will be retained for one year after the vacancy is filled for purposes of documenting the job-relatedness and equity of each. This record will include: a copy of the appropriate job description; vacancy announcements; a listing of the sources and methods of recruitment; the applications of all those who applied; and each candidate's score (if applicable).

#### **8-5. ~~METHOD OF APPOINTMENT~~**

~~A. VACANCIES: All vacancies shall be filled by regular appointment, promotion, demotion or transfer. Documentation on a newly appointed employee shall be forwarded by the Department Heads to the Town Administrator for inclusion in the employee's personnel folder. New employees will make an appointment with the Town Administrator and/or her designee to complete the required forms.~~

~~2. Regular Appointment: A regular appointment indicates that a new employee is to work for the Town in either a full or part time capacity on a continuing basis.~~

~~2. Promotion, Demotion and Transfer: These types of appointment apply to current full time or part time employees. These appointments will follow the procedures under Chapter X unless an exception is granted by the Board of Selectmen.~~

~~B. PHYSICAL EXAMINATIONS: For positions where physical requirements constitute a bona fide occupational qualification, a pre-employment physical may be required of a job applicant only after a job offer has been made in order to assure that the individual is physically able to perform the duties of the position. Similarly, the Town may require incumbents of such positions to periodically take a physical examination to assure that they are still physically able to perform the duties of their position. When required, the physical examination shall be performed by a practicing physician contracted by the Town and acceptable to the individual. The Town shall pay for the cost of the examination.~~

~~C. DRUG AND ALCOHOL TESTING: Pre-employment drug and alcohol testing for an employee whose job classification requires a CDL license shall be required in accordance with the Town of Lee's "Drug & Alcohol Testing for DOT Compliance Policy", as most recently amended.~~

~~D. ORIENTATION: Employee orientation should take place on the employee's first day of work. The Department Head, or his designee, the Finance Officer and the Town Administrator will conduct the orientation.~~

**8-6. REVIEW BY THE TOWN ADMINISTRATOR:** Any person who believes he was discriminated against on account of his age, race, sex, genetic information, creed, color, marital status, physical or mental disability, religion, national origin, gender, should request a review of the decision by the Town Administrator.

## CHAPTER 9

### PROMOTION, DEMOTION, SEPARATION AND LAYOFF

All original documentation on all employees shall be forwarded to the Town Administrator for inclusion in the employee's personnel folder, except for Police Officers. Those records shall be retained by the Police Chief. The personnel action form shall be utilized when an employee's status changes. Unless altered by contract or law, this Chapter does not alter an employee's at-will status, which means that either the employee or the Town may terminate the employment relationship at any time, with or without cause. [The Police Department maintains its own policy for promotions.](#)

**10-1. PROMOTION POLICY:** The Town encourages employees to develop new skills, expand knowledge of their work, assume greater responsibilities and make known their qualifications for promotion.

- A. No Department Head shall deny an employee permission to apply for a vacant position in any Town office or department which will afford a promotional opportunity.
- B. To assure that employees are afforded opportunities for promotion, every vacancy will be advertised in all Town Departments.
- C. Current employees are encouraged to apply for any vacancy for which they meet the requirements of the position, according to the procedures outlined in Chapter X for all applicants.
- D. When a Town employee's qualifications are equal to those of outside applicants, the Town employee shall be given preference.
  1. If an employee is promoted into a new position, his new salary will typically be the minimum of the pay range for the higher classified position, provided that represents an increase from his current salary. The Board of Selectmen may approve an increase up to the midpoint of the new range. Such an adjustment shall be based on exceptional qualification and subject to the availability of funds.

~~**10-2. RECLASSIFICATION:** Reclassification may occur when the Department Head recommends, with the assistance of the Town Administrator and outside sources, that an employee's duties and responsibilities have changed and a different classification is more appropriate.~~

- ~~A. If a position is reclassified to a higher level, the incumbent's salary shall be adjusted to at least the minimum of the new range and may result in a salary increase, based upon increased responsibility.~~
- ~~B. A reclassification increase is subject to the availability of funds.~~



~~C. If a position is reclassified to a lower level, the incumbent's salary may be changed. If the incumbent's salary remains the same, the incumbent is ineligible to receive a salary increase until the salary range increases to incorporate the incumbent's pay rate. An employee is ineligible to receive cost-of-living increases until the salary range increases.~~

~~10-4. DEMOTION: Demotion occurs when an employee does not render satisfactory performance in the position he holds or when the employee voluntarily requests demotion to a lower class.~~

~~A. A demotion will always result in a salary reduction, the amount of which will be determined by the Board of Selectmen based on the totality of the circumstances.~~

**10-52. SEPARATION:** Separation is the dismissal of an employee from employment by the Town through retirement, resignation, layoff, or dismissal.

A. **RETIREMENT:** Retirement is the separation of an employee in accordance with the provisions of the New Hampshire Retirement System.

1. Regular employees should notify the Department Head at least ninety (90) days in advance of the planned retirement date.
2. Department Heads should notify the Board of Selectmen at least six (6) months in advance of the planned retirement date

B. **RESIGNATION:** Resignation is the separation of an employee by his voluntary act. When an employee resigns from the Town service, he must submit the reasons for and the effective date of his resignation in writing to the Department Head at least fourteen (14) calendar days in advance. The resignation letter will be forwarded to the Town Administrator by the Department Head as to the resigned employee's service performance and pertinent information concerning the cause of resignation.

1. All employees who terminate their employment will be asked to participate in an exit interview with the Town Administrator. The purpose of the exit interview is to discuss any relevant separation benefits and benefit continuation, and to receive feedback on ways in which the Town can improve operations and retention of employees. **Police Employees?** Employees who are supervised by the Town Administrator will meet with the Police Chief for an exit interview.

D. **DISMISSAL:** Dismissal is an involuntary separation of an employee as a result of disciplinary action, inability to perform the essential functions of the position, or for other reasons at the discretion of the Town.

1. The Department Head must provide his reasons for recommending dismissal in writing to the Board of Selectmen. The Police Chief has the authority to dismiss his employees but should provide notification to the Board of Selectmen.

2. After the Board of Selectmen approves the dismissal, a letter outlining the reason for dismissal and other pertinent information will be drafted by the Town Administrator, and will be presented to the employee in person by the Department Head, who will collect any Town-owned property from the employee at that time.

E. RETURN OF TOWN PROPERTY: Town property of any type or value may not be used or removed from Town premises without authorization from a Department Head. All tools, equipment, documents, or records must be delivered to the Town ~~promptly upon the termination of employment~~[prior to an employee's last day of work](#) or at any other time upon request.

DRAFT JEG072414

## **CHAPTER**

### **PERFORMANCE EVALUATION**

**NOTE: THIS POLICY SHOULD BE CONSIDERED A PLACEHOLDER ONLY**

Department Heads and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. The initial performance evaluation allows the Department Head and employee to discuss the job responsibilities, standards and performance requirements of the new positions.

Additional formal performance evaluations are conducted to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths and discuss positive, purposeful approaches for meeting goals.

Annual performance evaluations shall be completed in December of each year. The evaluation shall cover the previous twelve month period and shall be completed on all employees.

All observations of the work performance of an employee shall be made openly to the rated employee. All written evaluations of an employee will be shown to the employee prior to being forwarded to the Town Administrator and being placed in the employee's personnel file, and the employee shall acknowledge receipt of a copy of the evaluation in writing.

The Department Head will send the original performance evaluation on each employee; a spreadsheet which shows that the employee increases do not exceed the approved budget; and a personnel action form for each employee to the Town Administrator within thirty (30) days after the end of the period covered by the report. This documentation will be placed in the employee's Town personnel file.

## CHAPTER

### DISCIPLINARY ACTIONS

- 12-1. DISCIPLINE:** The Town is proud of its employees and the manner in which they conduct themselves. The Town relies on individual good judgment and a sense of responsibility, so all employees are expected to observe the policies and regulations of the Town of Lee. However, it is the policy of the Town to discipline an employee whenever he or she violates a rule, regulation, endangers the safety of others, or performs unsatisfactorily. Unless altered by contract or law, this Chapter does not alter an employee's at-will status, which means that either the employee or the Town may terminate the employment relationship at any time, with or without cause.
- 12-2. PROCESS:** When an employee's work performance or personal conduct is unacceptable, certain guidelines will be followed to ensure fair and consistent treatment for all employees. Where a problem exists, the Department Head will discuss the problem with the employee, identify causes, outline corrective action steps, and establish a time in which to correct the problem. The employee will be made aware of the consequences of repeated infractions or continued deficient performance. All disciplinary action taken shall be documented in writing and the original paperwork along with any other documentation shall be placed in the employee's personnel file.
- A. **DEPARTMENT HEAD RESPONSIBILITIES:** Department Heads are responsible for the proper and efficient operation of their departments and for enforcing Town policies and regulations. Department Heads are authorized to apply such disciplinary measures as may be necessary. In a case where a Department Head takes disciplinary action against any employee of his department, they shall, within forty-eight (48) hours of action taken, report to the Town Administrator in writing of the specific nature of the infraction and the disciplinary action taken by him.
- B. **TYPES OF DISCIPLINARY ACTION:** The type of disciplinary action taken will vary with the severity of the situation and may include the following measures: counseling, verbal warning, participation in additional training or assistance to correct the cause of the problem, written reprimand, disciplinary probation, suspension, and discharge. The Board of Selectmen must first approve all discharges, with the exception of Police employees.
- C. **REASONS FOR DISCIPLINARY ACTION:** From time to time, it may be necessary for the Town to invoke disciplinary action in instances of inappropriate conduct or conduct which interferes with or threatens to obstruct the effective and efficient performance of job duties and acceptable relations with the public. Although it would be impossible to forecast and list all those situations in which disciplinary action may be imposed, the following is an illustrative and not inclusive list of examples:
1. Neglect of or negligence in the performance of assigned duties.

2. Incompetence and/or repeated avoidable mistakes, poor work performance, unacceptable work product, or lack of efficiency or productivity.
3. Violations of Town or department policies and regulations, including safety regulations, State and Federal laws; and/or conviction of a felonious crime.
4. Misuse, misappropriation, negligence, or destruction of Town property or conversion of Town property to personal use or gain.
5. Frequent tardiness or absence from duty, or tardiness or absence from duty without prior approval.
6. Failure or refusal to carry out an official order or the directions of a Department Head; acts of insubordination toward any Department Head or elected official.
7. Use of intoxicating beverages, narcotics, drugs or other controlled substances on the job, on Town property, or in such a manner as to interfere with job performance or bring the Town into disrepute.
8. Testing positive for illegal substances during working hours and/or while on duty, including mandated random or post-accident testing.
9. Criminal or dishonest conduct or conduct which interferes with effective job performance or has an adverse effect on the efficiency of the Town service.
10. Accepting cash gifts or other valuable items or performing special favors through any municipal service.
11. Uncivil or discourteous attitude and the use of indecent, abusive, lewd, and slanderous language toward the public or fellow employees including harassment and discrimination, and/or creating any type of disturbance, complaining in front of visitors, uncooperativeness, abuse or neglect of visitors or residents.

**12-3. DISCIPLINARY ACTION:** Generally, disciplinary action may consist of any one of the following, depending upon the nature of the offense:

1. Counseling
2. Verbal warning
3. Written warning
4. Suspension without pay
5. Dismissal

The above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. The Town reserves the right to take disciplinary action in a matter consistent with the efficiency of operations and appropriate to the infraction involved.

- 12-4. REPRIMAND PROCEDURE:** Where the Department Head determines that a verbal warning or written reprimand is an appropriate disciplinary measure; either may be issued. Written reprimands and verbal reprimands (which must be reduced to writing) may be given and will become part of the employee's personnel record and will specify the issue or reason for the warning, a corrective action plan for remedying the issue, and the consequences if the action or performance continues.
- 12-5. SUSPENSION PROCEDURES:** With notification to the Board of Selectmen, a Department Head may suspend an employee without pay for a period of time depending upon the severity of the action. The employee will receive a written notice stating the reasons for the suspension period and the effective date.
- 12-6. DISMISSAL PROCEDURES:** If, after remedial and/or disciplinary measures have been tried, an employee's performance, conduct or other unsatisfactory behavior does not improve, it may be necessary to discharge the employee. From time to time, certain offenses or circumstances may occur which are of such seriousness that immediate dismissal of an employee may be necessary.
- A. Upon recommendation from a Department Head, the Board of Selectmen may dismiss an employee by giving the employee written notice of the reasons for the discharge and the effective date.
  - B. When gross misconduct or other dangerous or unsafe conduct has occurred or in the case of an emergency, the Department Head may send the employee home immediately with the appropriate paperwork to follow.
- 12-7. GRIEVANCE POLICY:** An employee may request a review of any disciplinary action taken against him in accordance with Chapter of this Personnel Policy.
- 12-8. REMOVAL OF DISCIPLINARY ACTION RECORD:** Records of disciplinary actions which have been in an employee's personnel file for five years may be reviewed by the Town Administrator and, upon recommendation of the Department Head such records may be removed from the file.
- 12-9. SAFETY EMPLOYEES:** Due to the nature of their professions, Police Department and Fire Department employees may be subjected to more stringent rules and regulations, and Standard Operating Policies and Procedures than these listed above. The Department Head in accordance with recognized professional standards of conduct will issue these rules, regulations, and Standard Operating Policies and Procedures.
- 12-10 DISCIPLINE OF DEPARTMENT HEADS:** Should it become necessary to discipline, suspend or terminate a Department Head, the above steps shall be undertaken by the Board of Selectmen, with the assistance of the Town Administrator, taking into consideration any process that may be required by separate Working agreement and/or State law.

## CHAPTER

### GRIEVANCE POLICY

**13-1. INFORMAL GRIEVANCE:** Employees who are upset with some aspect of their job or feel that they have not been treated fairly are encouraged to discuss their concerns with their Department Heads. So as to provide for an orderly process of discussion, it is suggested that employees utilize the channels and sequence of steps set forth in this chapter. We urge every employee to follow through with concerns 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.

**13-2. PROCEDURES:** If an employee has a claim or dispute arising out of the application or interpretation of this Policy, the grievance shall be processed in the following manner.

Due to the nature of their professions, Police Department and Fire Department employees will adhere to grievance procedures outlined in their department rules and regulations, whenever applicable.

NOTE: All time frames in this article exclude weekends and holidays.

The written grievance shall take the following form:

- A. A statement of the grievance, date of grievance, and the facts upon which it is based;
- B. The sections(s) claimed to have been violated;
- C. The remedy or correction requested;
- D. The signature of the grievant and the date signed.

Any grievance which does not contain these minimal elements shall not be considered valid under this grievance policy.

#### **Step One:**

An employee having a grievance must notify his Department Head in writing within five (5) working days from the date of the event giving rise to the grievance. Such grievance shall be discussed between the employee and a Department Head at a mutually agreed upon time. The Department Head shall give his written decision within five (5) working days from the date of the discussion with the employee.

#### **Step Two:**

If the grievance remains unresolved following the decision of the Department Head, then such grievance may be submitted to the Town Administrator. It must be submitted in writing within five (5) working days from the date of the decision of the Department Head. The Town Administrator shall render his written decision within ten (10) working

days from the date that the grievance was received. In the event that the Town Administrator was the official involved at Step One, the employee may proceed directly to Step Three.

**Step Three:**

If the decision of the Town Administrator is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, either party may within ten (10) days request that the matter be submitted to the Board of Selectmen. The Board shall conduct its first meeting dealing with the grievance within fifteen (15) calendar days from the date of its receipt and shall render its decision in writing within thirty (30) calendar days from the close of any final meeting on the matter. All opinions and findings of the Board shall be final.

- 13-3. RIGHTS OF APPLICANTS AND EMPLOYEES:** Applicants and employees who believe they have been discriminated against on account of their age, sex, genetic information, color, marital status, race, religion, national origin, or physical or mental disability, are strongly encouraged to notify the Town Administrator and to refer to those sections of this Personnel Policy addressed to Equal Opportunity and Harassment.



## CHAPTER

### CONDUCT OF EMPLOYEES

Any group of people who have come together for a common purpose must have rules that promote consistency, harmony, and support the objectives and missions of the Town.

There are certain standards of common honesty and decent behavior that all employees are expected to follow. The Town believes that the following rules are necessary to the proper conduct of our business.

**14-1. GENERAL POLICY:** A Town employee is prohibited from engaging in any conduct which could reflect unfavorably upon Town service. Town employees must avoid any action which might result in or create the impression of using public office for private gain or giving preferential treatment to any person.

**14-2. APPEARANCE:** Town employees are expected to dress appropriately and maintain their personal appearance in accordance with their work duties and work setting. Each Department Head is expected to establish appropriate dress for his department.

**14-3. GIFTS AND GRATUITIES:** A Town employee, either individually or as a member of a group, is prohibited from directly or individually soliciting, accepting, or receiving any gift, gratuity, favor, service, loan, entertainment or any other thing of monetary value for personal use from any person with whom the employee has had or may reasonably expect to have official relations or from any person within or outside Town employment whose interests may be reasonably expected to be affected by the employee's performance or non-performance of official duties. Any such gratuities or gifts which may be tendered shall be returned forthwith to the sender with an expression of thanks and explanation of the Town's policy.

A. **EXCEPTIONS:**

The acceptance of unsolicited advertising or promotional materials which have negligible commercial value and which are distributed to the general public or other town employees without charge.

The acceptance of unsolicited food or product(s) which are distributed without charge.

Any solicitation in reference to fund raising and/or sponsorship for individual groups and/ or events (ex., Fire Dept. fund raising, penny sales, etc.).

**14-3. TELEPHONE USE:**

A. Employees' personal calls on Town telephones shall be held to a minimum and be of short duration.

B. Cell phones are issued for Town of Lee business and may be used for minimal personal use only.

**14-6. POLITICAL ACTIVITY:**

- A. **GENERAL POLICY:** All employees of the Town shall be free and encouraged to exercise their rights as citizens, to cast their votes and to express their opinions on all political subjects.
- B. **LIMITATIONS:** Every citizen has the right as an individual to take part in public debate or engage in social and political activity. However, since personal views and activities may be interpreted as representative of the department in which a staff member is employed, proper precaution should be taken to distinguish between private actions and actions taken in an official capacity.

Employees may not:

- 1. Use their official authority or influence for the purpose of interfering with or affecting the results of an election or nomination for office;
- 2. Directly or indirectly attempt to coerce, advise or command other Town employees to pay, lend or contribute to a party, committee, organization or person for a political purpose.

**14-7. NEPOTISM:** It is the policy of the Town that nepotism is detrimental to the effective management of the Town. Therefore, the following nepotism policy shall be followed:

- A. A prospective employee should not be appointed when that person is to supervise or be supervised, either directly or indirectly, by a member of his immediate family.

For the purposes of this section, immediate family shall mean the employee's spouse, mother, father, step-mother, step-father, foster mother, foster father, father-in-law, mother-in-law, grandmother, grandfather, grandchild, sister, brother, child, stepchild, foster child or any other relative living in the same household.

- B. Two persons who are married shall not be employed within the same department.
- C. This policy shall not affect any persons employed by the Town at the time of adoption of this policy.
- D. This policy may be waived at the discretion of the Board of Selectmen in extraordinary situations or based upon the advice and recommendation of the appropriate Department Head.

**14-8. CONFLICT OF INTEREST:** No appointed employee of the Town can, at the same time, hold the office of Board of Selectmen or any other appointing authority or be a member of the Advisory Budget Committee.

**14-9. SOLICITATIONS:** No solicitation of any kind is permitted during working time, unless first approved by the Department Head. "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, or time before or after work hours. This rule applies to solicitation for both charitable and non-charitable causes.

No distribution of any non-work-related written materials is permitted in any work area at any time, unless first approved by your Department Head. “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. Persons not employed by the Town are likewise prohibited from distributing materials or soliciting employees on Town premises at any time.

**14-10. MOTOR VEHICLE VIOLATIONS:** All employees who operate Town vehicles are required within 72 hours to notify their Department Head if they have been convicted of or plead nolo contendere to any and all motor vehicle violations. If the license of any employee who operates a Town vehicle[s] is suspended, revoked, or otherwise restricted, the employee shall notify his Department Head immediately upon learning of the suspension, revocation, or restriction. Employees who are required but unable to drive and/or who fail to comply with this policy may be subject to discipline, up to and including termination of employment.

**14-11. TOWN PROPERTY:** Town property of any type or value shall not be used or removed from Town premises without written authorization of the Department Head. All Town equipment, memoranda, records, communications, computer data, disks, or other documents made or compiled by an employee or made available in connection with the business of the Town shall be delivered to the Town promptly upon separation or at any other time upon request.

## CHAPTER

### RETIREMENT, INSURANCE, AND OTHER BENEFITS

Insurance:—Full-time employees will be eligible for coverage on the first of the month following their date of hire as a full time employee. All eligibility rules shall be in accordance with the various insurance providers and any applicable state or federal law. The Town offers a comprehensive benefit program for all regular full-time employees consisting of health, dental, life insurance, and Short and Long Term Disability. The Town reserves the right to change, add, and/or delete any such coverage at its full discretion. All policies and procedures governing these plans are determined by the various providers and not the Town.

- 15-1. RETIREMENT:** Retirement benefits are provided for full time employees through the New Hampshire Retirement System and are based on their full time hire date. The employee's share of the cost will be automatically deducted from his pay check ~~each week~~ in accordance with State law. The eligibility requirements and benefits provided are established by the State legislature.
- 15-2. SOCIAL SECURITY:** Old Age and Survivor Benefits under the Federal Social Security Act are provided by the Town to all employees, except for regular full time police officers and firefighters. Full time Fire and Police Officers contribute toward Medicare. The cost will be shared as specified by law. Employee deductions will be made in each payroll period in accordance with the law. Benefits shall be as established by Federal legislation.
- 15-3. WORKER'S COMPENSATION:** Worker's Compensation Insurance provides for the payment of medical expenses and disability insurance to partially offset the loss of income that may result from a service-connected illness or injury which occurred while the employee was performing his duties and which has been accepted as such by the Town's Worker's Compensation Insurance carrier. All worker's compensation claims shall be handled in accordance with the State of NH Worker's Compensation Law (NH RSA 281-A.)
- A. Employees are responsible for reporting all accidents, illness, or injuries occurring during employment, regardless of how minor, to their Department Head immediately. The Department Head shall advise the Town Administrator of the incident, who will then be responsible for filing the required state and insurance reports. A Department Head should report his own injury to the Town Administrator.
- B. If the employee is also eligible for Family Medical Leave Act leave ("FMLA"), the terms and conditions under that policy will also apply. See Chapter XX for the full FMLA policy. Employees who are not eligible are required to either use sick and/or vacation leave, or, if none is available, request "Discretionary Leave Of Absence Without Pay" from the Board of Selectmen.

C. In order to maintain coverage under the Town's medical and dental insurance, the employee must also be covered under the FMLA or be receiving compensation from the Town through the use of accrued sick and/or vacation leave. The employee must continue to contribute his same portion of the premiums for all benefits. Payment must be received by the first of each month or coverage may be terminated.

D. If an employee has exhausted all FMLA, sick and/or vacation leave, his medical and dental benefits will be terminated. If he is eligible to receive coverage through The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), he will be notified of such by the Town's insurance provider and will be responsible for paying the full cost.

E. **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. Please refer to The Americans with Disabilities Act policy in this Personnel Manual for more information.

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

**~~WORKER'S COMPENSATION: Worker's Compensation insurance coverage is provided and paid by the Town. This insurance coverage protects employees from a loss of income and pays medical expenses, resulting from a workplace accident or injury. Employees are required to report all work-related injuries to the Department Head and Town Administrator immediately. Benefits shall be as established by State legislation.~~**

15-4. **DISABILITY INSURANCE:** The Town provides Short Term and Long Term Disability Insurance for all full-time employees, which provides payments that partially offset the loss of income resulting from non-work related illness and injuries.

- A. Employees must notify the Town Administrator of the need for disability leave as soon as possible and provide a physician's certification of the need for disability leave and the expected duration.
- B. If an employee is eligible for short term and/or long-term disability payments from the Town's insurance carrier, the Town Administrator will provide the forms necessary for the employee to apply and will coordinate disability leave requirements with the Finance Officer.
  - 1. If the employee is also eligible for Family Medical Leave Act leave ("FMLA"), the terms and conditions under that policy will also apply. See Chapter XX for the full FMLA policy. Employees who are not eligible are required to either use sick and/or vacation leave, or, if none is available, request "Discretionary Leave Of Absence Without Pay" from the Board of Selectmen.
  - 2. In order to maintain coverage under the Town's medical and dental insurance, the employee must be covered under the FMLA or be receiving compensation from the Town through the use of accrued sick and/or vacation leave. The employee must continue to contribute his same portion of the premiums for all benefits. Payment must be received by the first of each month or coverage may be terminated.
  - 3. If an employee has exhausted all FMLA, sick and/or vacation leave, and is still unable to return to work, his medical and dental benefits will be terminated, effective the first of the month following the issuance of his last paycheck. If he is eligible to receive coverage through The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), he will be notified of such by the Town's insurance provider and will be responsible for paying the full cost of the premiums.
  - 4. Employees should contact the Town Administrator for plan details.

**15-45. UNEMPLOYMENT INSURANCE:** Individuals laid off from employment by the Town may be eligible for unemployment compensation benefits in accordance with regulations of the New Hampshire Department of Employment Security.

**15-56. EMPLOYEE INSURANCE PROGRAM:**

~~**Insurance:** Full-time employees will be eligible for coverage on the first of the month following their date of hire as a full-time employee. All eligibility rules shall be in accordance with the various insurance providers and any applicable state or federal law. The Town offers a comprehensive benefit program for all regular full-time employees consisting of health, dental, life insurance, and Short and Long Term Disability. The Town reserves the right to change, add, and/or delete any such coverage at its full discretion. All policies and procedures governing these plans are determined by the various providers and not the Town.~~

- A. Health Insurance Plan: All eligible full time employees and their dependents may be included on the Town's Health Insurance Plan. Each employee will be required

to secure health insurance for himself, unless he can provide proof of coverage elsewhere. Employees may receive a buyout in lieu of coverage provided they show satisfactory proof of coverage in another health insurance Policy.

1. Employee contribution rates and the specific plan summary are included in ~~Attachment~~ Appendix XX

B. Dental Insurance Plan: All eligible full time employees and their dependents may be included on the Town's Dental Insurance Plan. Each employee will be required to secure dental insurance for himself, unless he can provide proof of coverage elsewhere. Employees may receive a buyout in lieu of coverage provided they show satisfactory proof of coverage in another dental insurance Policy.

1. Employee contribution rates and the specific plan summary are included in ~~Attachment~~ Appendix XX

C. Life Insurance: All eligible full time employees will be included in the Town's life Insurance Policy. The premium for such coverage will be paid by the Town and participation is mandatory.

D. Short-Term and Long Term Disability: All eligible full time employees will be enrolled in the Town's Disability Policies. The premiums for such coverage will be paid by the Town and participation is mandatory.

E. Optional Insurance Policies: Employees may be offered optional insurance by a carrier chosen by the Town. The premiums for these policies will be paid 100% by the employee and may not be tax deductible.

**15-67. UNIFORMS AND SPECIAL CLOTHING:** At the Town's discretion, employees may be required to wear uniforms, protective gear or other types of special clothing. The Town will provide the uniform, protective gear or special clothing for those employees whose work requires that specific clothing be worn. The Town reserves the right to determine what uniforms are to be worn, who will wear uniforms, what protective gear is required and how such gear will be worn or used.

Full time eligible employees who are required to wear safety work boots may purchase the boots and submit the original receipt to the Town for partial reimbursement. Such reimbursement shall be a maximum of \$120.00 per year.

**15-78. TRANSPORTATION AND TRAVEL:**

A. When an employee is required to travel on Town business, the employee must make arrangements with his Department Head to obtain a Town-owned vehicle. If a Town-owned vehicle is available and the employee chooses to use his or her personal vehicle, mileage will not be reimbursed. If a Town-owned vehicle is unavailable and the employee receives authorization to use his personal vehicle for town business, the employee of the Town shall be reimbursed at the current IRS rate.

B. Town-owned vehicles shall be operated by properly trained employees who possess a valid and appropriate State Driver's license for the vehicle being operated. All traffic laws,

rules, motor vehicle regulations, and safe vehicle operating procedures will be adhered to at all times. All drivers and passengers are required to use seatbelts at all times when in any Town-owned vehicle. Additionally, passengers should be limited to Town Employees or Elected Officials unless otherwise required for the performance of services for the Town.

- C. Town-owned vehicles are NOT for personal use and are provided solely for the purpose of performing services for the Town. Employees normally assigned a Town-owned vehicle shall have their vehicle temporarily re-assigned by the Board of Selectmen while the employee is unavailable for callback to work after hours, such as in the case of vacations or extended illnesses. If the vehicle is not re-assigned, the vehicle will be garaged on Town property and made available for other employees during that time period.
- D. Requests for reimbursement of business-related travel will be submitted to your Department Head for approval. Reimbursement requests must be completed on an Expense Report (Attachment \_\_\_ ) and shall be signed by the Department Head prior to being submitted to the Finance Officer.



## CHAPTER

### PERSONNEL RECORDS

**16-1. PERSONNEL RECORDS:** The Town Administrator shall be responsible for the maintenance of personnel records for each employee, which the exception of Police Department employees, including the original application for employment, the results of all tests and examinations taken to demonstrate qualifications, history of employment actions, current position classification and salary, attendance and leave records, commendations, record of disciplinary actions, and any other records pertinent to the employee's service.

- A. **MAINTENANCE AND RETENTION OF RECORDS:** All personnel records shall be maintained on a current basis for each employee and shall not be disposed of within the lifetime of the employee, except as provided in Chapter (Removal of Disciplinary Action Record).
- B. **EMPLOYEE'S ACCESS TO RECORDS:** Any employee may request to see his personnel records. However, employees may not be permitted to review their personnel file if they are subject to an investigation at the time of their request and disclosure of such information would prejudice law enforcement or a government security investigation. An employee may read his personnel file, but may not remove any portion of the file. Upon request, an employee will be provided with a copy of all or part of the personnel file. The employee may be charged a fee for copies of any such records; however, such fee shall be reasonably related to the cost of supplying the requested documents.
- C. **DISPUTE:** If upon inspection of your personnel file, you disagree with any of the information contained in such file, you may submit a written statement explaining your version of the information together with evidence supporting such version. The Town will maintain such statement as part of your personnel file and will include the statement in any transmittal of the file to a third party.
- D. **ACCURACY OF INFORMATION:** It is important that your personnel file includes accurate information regarding who should be contacted in case of emergency, current address, personal information, etc. Employees shall notify the Town Administrator as soon as possible of any changes in name, address, telephone number, marital status, dependents and/or beneficiaries.
- E. **OTHER ACCESS TO PERSONNEL RECORDS:** Only authorized Town employees may access employee personnel records.

**16-2. PERSONNEL ACTION FORMS:** Personnel action forms are used to ensure accurate maintenance of personnel records relative to leave, employment and personal status changes. Submissions of these forms are to be made according to the following procedures:

- A. **STATUS CHANGES:**

1. Personnel action forms indicating changes in position, salary, appointment, dismissal, suspension, transfer or promotion should be initiated by the Department Head at least two weeks prior to the effective date of such action and forwarded to the Town Administrator's office.
2. Notification indicating changes in address, name, telephone number, marital status, dependents, etc., should be initiated by the employee and submitted to the Department Head two weeks prior to the effective date of such action or as soon as possible. The Department Head will then forward the forms to the Town Administrator.
3. Notification indicating retirement of regular employees should be initiated by the employee and submitted to the Department Head at least ninety (90) days in advance of the planned retirement date.
4. Notification indicating retirement of Department Heads should be initiated by the employee and submitted to the Town Administrator at least six (6) months in advance of the planned retirement date.
5. The Town Administrator is to receive a copy of the written notification of the retirement of employees.

**CHAPTER**  
**SMOKING POLICY**

**17-1 BACKGROUND AND PURPOSE:** The Town of Lee is committed to providing a healthy, comfortable and productive work environment for our employees. This goal can be achieved only through ongoing efforts to protect nonsmokers and to help employees adjust to restrictions on smoking. According to NH RSA 155:64 et seq. (Indoor Smoking Act), smoking is prohibited in all enclosed places of public access and publicly owned buildings and offices, including work places.

**17-2 POLICY:** The Town of Lee prohibits smoking and any other use of tobacco products in all enclosed places of public access and publicly owned buildings and offices, including work places and vehicles. Tobacco products include but not limited to cigarettes, bidi cigarettes, smokeless tobacco, snuff, pipe tobacco, and chewing tobacco.

1. Department Heads may designate an outdoor smoking area for their facilities, well away from any means of entrance and egress.

**SMOKING AND ANY OTHER USE OF TOBACCO PRODUCTS IS PROHIBITED THROUGHOUT ALL TOWN BUILDINGS AND VEHICLES.**

Disciplinary action may be implemented according to the procedures outlined in this Policy for an employee who willfully continues to smoke in a no-smoking area.

## CHAPTER

### SAFETY AND HEALTH

The Town is committed to providing a safe and healthy working environment for all of our employees. With your assistance, we can use our resources to identify and control work-related hazards. All employees are required to bring known and potential hazards and safety issues to the attention of your Department Head. Failure to do so may result in an injury to you or others that could otherwise have been avoided.

A Joint-Loss Safety Committee has been established in accordance with NH RSA 281-A:64 and is comprised of employee and employer representatives from various Town departments. The purpose of the committee shall be to research, study and review matters and to develop recommendations pertaining to safety and health issues. A copy of all accident/incident investigation reports for worker's compensation and property and liability claims shall be given to the committee for their review. Recommendations are to be submitted to the Town Administrator for further consideration and possible action.

The committee will hold regularly scheduled meetings and may hold special meetings whenever necessary. Written minutes of each meeting shall be made available to all committee members, town Department Heads and the Town Administrator. Any implementation of the recommendations of the Joint Loss Safety Committee will be subject to the availability of appropriated funds.

The cooperative effort of each employee and Department Heads in the awareness, acceptance, participation, and preservation of a functional Health and Safety Program is essential and welcomed. Please bring any suggestions you may have to improve safety to your Department Head.

#### **A. SAFETY PROGRAMS AND POLICIES:**

1. **Seat Belts:** Employees are required to wear seat belts while in the employ of the Town on Town business, whether in a Town vehicle, personally owned vehicles, or the vehicles of others. In addition, passengers are required to wear seat belts in all Town-owned vehicles.
2. **Safety Gear:** Employees will be required to wear safety gear, e.g., vests while directing traffic, bullet proof vests, safety helmets, protective eye wear, leather chaps while using chainsaws, etc., in the regular performance of their duties, as determined by their Department Head, and/or local, state or federal laws and guidelines, including any Town insurance providers.

**B. SECURITY:** It is each employee's responsibility to help ensure that proper security measures are exercised at all times. Employees 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 the Lee Police Department.

1. Unfortunately, violence in the workplace has become a reality for many employers. Violence and verbal and 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. If an employee becomes aware of any violence or threat of violence, he must immediately report the matter to the Town Administrator and/or the Police Department.

DRAFT JEG072414

## CHAPTER

### ANTI-HARASSMENT AND NON-DISCRIMINATION POLICY

#### Objective

The Town will not discriminate against any employee or applicant for employment because of race, color, sex, marital status, sexual orientation, genetic information, national origin, religion, age, physical or mental disability, or veteran status, or any other characteristic protected by law.

The Town has established the following Complaint Procedures to address all types of discrimination complaints. Employees have the right to use these procedures without jeopardizing their current or prospective employment status.

The Town believes that each individual employed by us has the right to be free from illegal discrimination or harassment because of **race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, genetic information, physical or mental disability or veteran status**. All employees should be able to work in an environment free from all forms of discrimination, intimidation and harassment, including sexual harassment. All employees must treat each other with courtesy, consideration and professionalism.

To achieve our goal of providing a workplace free from sexual and other illegal harassment and discrimination, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with. Where inappropriate conduct is found, we will act promptly to eliminate the conduct and impose such corrective actions as are necessary including disciplinary action or termination where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual or other illegal harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of illegal or sexual harassment or discrimination.

#### Definition of Sexual and Other Illegal Harassment

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

**Sexual harassment** includes unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,

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

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

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

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

Each employee must exercise his or her good judgment to avoid engaging in conduct that may be perceived by others as harassment.

Harassment can come from superiors, fellow employees, clients, visitors, or vendors. Men as well as women can be victims of sexual or other harassment. **It cannot be stressed enough that the Town will not tolerate any form of illegal discrimination or harassment. Violations of this policy, whether intended or not, will not be permitted.**

All employees should take special note that retaliation against an individual who has complained about sexual or other harassment or discrimination, and retaliation against individuals for cooperating with an investigation of a sexual or other harassment or discrimination complaint is unlawful and will not be tolerated by the Town.

## **Harassment/Discrimination Grievance Procedure**

Should you feel that you are being harassed or discriminated against or that you have observed harassment or discrimination, please follow these guidelines to help us remedy the problem.

Harassment or discrimination by other employees or by clients or vendors should immediately be brought to the attention of the Town Administrator or the Board of Selectmen. These individuals are also available to discuss any questions or concerns you may have and to provide information to you about our policy on sexual or other illegal harassment and discrimination and our complaint process.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the problem. No employee of this Town is exempt from this policy.

If, at any point in the process, a complaining employee is dissatisfied with the investigation being conducted, the employee should bring it to the attention of the individuals listed above.

### **Harassment/Discrimination Investigation**

When we receive a complaint of harassment or discrimination, we will promptly investigate the allegation. Complaints will be kept confidential to the extent consistent with our obligation to look into and remedy any harassment or discrimination. For most matters, the investigation will include an interview with the person filing the complaint, an interview with the person alleged to have committed the harassment, and to the extent necessary, interviews with co-employees or other witnesses. All employees are expected to be truthful, forthcoming and cooperative in connection with a complaint investigation. **Who will conduct the investigation?**

Once the investigation is complete, we will, to the extent possible, inform the person filing the complaint and the person alleged to have committed the conduct of the results of the investigation.

If it is determined that inappropriate conduct occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate, we will impose disciplinary action.

There may be instances when, depending upon the nature of the allegations of harassment or discrimination, an alleged wrongdoer will be suspended, with pay, pending investigation. Suspension pending investigation should not be considered as a conclusion of wrongdoing.

### **Disciplinary Action**

The Town will not condone, permit or tolerate unlawful harassment or discrimination in any manner whatsoever. Any employee who is found to have engaged in harassment or discrimination contrary to this policy will be subject to disciplinary action, up to and including suspension or termination, depending, among other things, on the nature of the conduct. As stated previously, this sexual and anti-harassment and discrimination policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of illegal or sexual harassment or discrimination.



### **Retaliation**

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

DRAFT leg072414

## CHAPTER

### FAMILY AND MEDICAL LEAVE

~~The Town complies with the Federal Family and Medical Leave Act (FMLA) of 1993 and all applicable State laws related to family and medical leave. This means that, in cases where the law grants you more leave than our leave policies provide, the Town will give you the leave required by law.~~

~~The FMLA entitles eligible employees of covered employers to take up to twelve workweeks of leave in a 12-month period for unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to take leave for:~~

- ~~1) The birth of a child and to care for the newborn child within one year of birth;~~
- ~~2) The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;~~
- ~~3) To care for the employee's spouse, child, or parent who has a serious health condition;~~
- ~~4) A serious health condition that makes the employee unable to perform the essential functions of his or her job;~~
- ~~5) A "qualifying exigency" (as defined in the Department of Labor Regulations) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on (or has been notified of an impending call to) "covered active duty" in the Armed Forces, as defined in the National Defense Authorization Act for 2010;~~
- ~~6) The employee is a spouse, son, daughter, parent, or next of kin of a "covered service member" (as defined in the Department of Labor Regulations) who has a serious injury or illness and the employee is needed to care for such person.~~

~~Eligibility Requirements: To be eligible for FMLA leave, an employee must satisfy the following condition:~~

- ~~• The employee must have worked for the Town of Lee for at least twelve (12) months, and must have performed at least 1,250 hours of work in twelve (12) months prior to a leave request~~
  - ~~• There must be at least fifty (50) employees working for the Town of Lee~~

~~Leave Entitlement: If an employee takes FMLA leave for a reason stated in paragraphs (1)-(5) above, the employee is entitled to up to twelve (12) workweeks of unpaid leave during a twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins an FMLA leave. In other words, the number of weeks the employee has available upon the beginning of a FMLA leave will be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks"). For example, if an employee used four weeks beginning February 1, 2014, four weeks beginning June 1, 2014 and four weeks beginning December 1, 2014, the employee would not be entitled to any additional leave until February 1, 2015. Beginning on February 1, 2015, the employee would be entitled to four weeks of leave; on June 1, 2015, the employee would be entitled to four additional weeks; and so on.~~

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

~~An employee who takes FMLA leave for a reason stated in paragraph (6) above will be limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period. The leave entitlement described in paragraph (6) above is to be applied on a per-covered service member, per injury basis such that an eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent serious illness or injury, except that no more than 26 workweeks of leave may be taken within any single 12-month period.~~

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

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

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

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

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

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

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

~~Status Of Employee Benefits: Employees are required to use any accrued, unused paid time off days during FMLA leave unless the FMLA leave is otherwise paid through workers’ compensation benefits, short term or long term disability benefits, or other benefits. The substitution of paid leave time for unpaid leave time does not extend the FMLA leave period and leave must be used in half-hour increments. Also, the employee’s FMLA leave may run concurrently with other types of leave. If an employee who is otherwise paid wishes to also use sick and/or vacation leave, they need to advise the Finance Officer of this in writing.~~

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

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

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

~~Benefit entitlements based on length of service will be preserved at the level earned as of the commencement of the leave, but will not accrue further during any portion of the leave that is unpaid. For example, an employee on leave will not accrue additional sick/vacation days. For the purposes of this policy, “unpaid leave” means that the employee is not receiving a payroll check from the Town of Lee.~~

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

~~If the need for leave is not foreseeable, the employee must give notice to the Town Administrator as soon as practicable (generally, either the same day or the next business day of learning the employee’s need for leave) and the employee must comply with all of the Town of Lee’s policies regarding absences from work. Failure to provide such notice may be~~

~~grounds for delaying the leave. If the employee is unable to notify the Town of Lee of his/her need for leave personally because of illness, the employee should ask someone else to call on his or her behalf.~~

~~**Certification:** The Town requires that you provide a medical certification of your need for leave because of a serious health condition (whether your own or that of your child, spouse, parent's, or next of kin's) whenever the leave is expected to extend beyond **five (5)** consecutive working days or will involve intermittent or part time leave. The Town requires that you provide a medical certification of your ability to resume work after a **FMLA** leave for your own serious health condition that extends beyond **ten (10)** consecutive working days.~~

~~The Town may require that a request for leave due to military service be supported by appropriate certification if the FMLA regulations prescribe such certification.~~

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

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

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

~~**Confirmation of Familial Relationship:** Employees requesting a leave of absence based on a familial relationship (e.g. leaves under paragraphs (3), (5) and (6)), may be required to provide reasonable documentation or statement of family relationship. This documentation may take many forms, including but not limited to a child's birth certificate, a court document, etc.~~

~~**Periodic Reporting:** If you take leave for more than two (2) weeks, the Town requires that you report to the Town Administrator at least every two weeks on your status and intent to return to work. In addition, the employee must give notice as soon as practicable (within two (2) business days if feasible) if the dates of leave change or are extended or initially were unknown.~~

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

~~Returning To Work: At the end of an authorized FMLA leave, the employee will be reinstated to his or her original position or an equivalent position.~~

~~Key Employees: Certain employees may be designated as “Key Employees” at the start of their leave, as defined by the FMLA. “Key employees” may be denied restoration to their prior or equivalent position if keeping the job open for the employee would result in substantial economic injury to the Town of Lee.~~

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

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

~~The complete provisions of the FMLA are too lengthy to be included in this policy. However, if you have questions about the FMLA or would like to review the statute yourself, please contact the Town Administrator or the U.S. Department of Labor.~~

## CHAPTER

### DRUG & ALCOHOL FREE WORKPLACE POLICY

1. **GENERAL POLICY.** The purpose of this policy is to implement the Federal Drug Free Workplace Act of 1988 by providing for a safe and productive work environment that is free from impaired performance caused by employee use or abuse of alcohol, controlled substances, and/or medication. Compliance with this policy is a condition of employment with the Town of Lee.
2. **EMPLOYEE RESPONSIBILITIES.**
  - A. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
  - B. Any employee convicted under a federal or state statute regulating controlled substances shall notify the Town Administrator within five (5) days after the conviction.
  - C. Employees are prohibited from consuming alcoholic beverages within 4 hours before reporting to work, during work hours, or while at work during breaks or lunches.
  - D. No employee shall be impaired by alcohol, illegal drugs, or medication during work hours, and shall not operate any town vehicle after consuming alcoholic beverages, illegal drugs or medications.
  - E. No employee shall represent the Town in an official capacity while impaired by alcohol, illegal drugs, or medication.
  - F. No employee using medication that may impair performance shall operate a motor vehicle or engage in safety sensitive functions while on duty for the Town.
  - G. If an employee is using prescription or non-prescription medication that may impair the ability to safely perform duties, the employee shall report that fact to his/her Department Head.
3. **DISCIPLINARY ACTION.** Because of the serious nature of illegal use or abuse of alcohol, controlled substances, and/or medication, violations of this policy will lead to appropriate disciplinary action, up to and including termination.
4. **DRUG & ALCOHOL TESTING:** The Town requires that some employees submit to drug and alcohol testing as a condition of employment and all offers of employment are contingent upon the successful passage of such tests, in accordance with 49 CFR Federal Motor Vehicle Safety. Employees who are required to carry a CDL license will be provided with a copy of the "Drug & Alcohol Testing for D.O.T. Compliance" Policy.

## **CHAPTER**

### **AMERICANS WITH DISABILITIES ACT POLICY**

The Town is committed to providing equal employment opportunities to qualified individuals with disabilities, which includes providing reasonable accommodation to qualified applicants to allow them to perform essential job duties. In general, it is your responsibility to notify your Department Head of the need for an accommodation of any physical or mental disability, which substantially limits a major life activity. When appropriate, we may need your permission to obtain additional information from your physical or other medical or rehabilitation professionals to document that you have a disability and to assist us in assessing any functional limitations for which a reasonable accommodation may be needed. All medical information will be treated as confidential in accordance with the American with Disabilities Act (ADA).

The Town will take all requests for accommodations seriously and will promptly determine whether the employee is a qualified individual with a disability and whether a reasonable accommodation exists, which would allow the employee to perform the essential functions of the job without imposing an undue hardship on the Town or other employees.



## CHAPTER

### EMPLOYEE EMAIL, INTERNET, AND COMPUTER USE POLICY

- 23-1. INTRODUCTION:** This chapter provides guidelines for staff use of technology and electronic communication. It is intended to promote the safe and suitable use of Town of Lee electronic resources and communications. Computers, telephones, email, voicemail, facsimile, and all accompanying systems are valuable resources for the success of the Town and for our employees. These resources (hereinafter "Communication Systems") are the Town's property and it is the employee's responsibility to ensure that these resources are used for proper business purposes and in a manner that does not compromise the confidentiality of the Town's proprietary, confidential or other sensitive information. Employees shall have no expectation of privacy in the use of such Town property. This policy applies to each and every employee of the Town, and to any other person who uses the Town's computers, email, telephones, voicemail or other systems. It is the responsibility of the individual employees and department heads to adhere to the following sections.
- 23-2. EQUIPMENT:** The Town Communication Systems, including but not limited to telephones, cell phones, computers, projectors, Global Positioning System (GPS) receivers, video, or audio equipment shall not be operated by non-Town staff. Department Heads are responsible for proper use of all equipment used and/or maintained by their departments.
- 23-3. COMMUNICATIONS SYSTEMS:** Access to the Town of Lee Communication Systems is provided to town employees to promote communication with people and access to resources both within and outside the town's network. Network access is provided for official town business purposes and will be authorized individually for each town employee by their Department Head in conjunction with IT. Work done on the Town's Communication Systems can be monitored. Employees should be aware that all work performed on the network remains the property of the Town.
- 23-4. COMPUTER EQUIPMENT AND SOFTWARE INSTALLATION:** Town software cannot be downloaded onto an employee's personal computer. Town software use must be consistent with licenses and agreements. IT must be notified and approve any downloading and installation of software. Departments engaging in software licensing, maintenance agreements, and/or computing equipment shall consult with IT before implementation.
- 23-5. GENERAL COMPUTER USE:** Certain uses are prohibited for Town computers. In order to maintain the confidentiality of individual workers, accessing the files of others without permission is prohibited, except by IT as provided for under section 23-8. One also cannot log onto the network with a login name belonging to someone else. Employees must not reveal their passwords except to their own Department Head and IT.—If an employee is uncomfortable revealing a password it will be reset to allow work on those systems. Employees shall complete a training session before they are authorized to use the network. Computer use is a privilege and employees are expected to use good judgment while using the computer system.

**ACCESS:** Employees shall not share passwords, or provide email/voice mail access to an unauthorized user, or access another user's email/voice mail without authorization. Employees shall not post, display or make easily available any systems access information, including, but not limited to, passwords, host names, addresses, etc. Employees shall not leave files, sessions, or connections open, unattended or otherwise available.

A. In order to preserve limited resources, emails, voice mails, files, directories, folders, etc., should be deleted through the normal course of business, unless otherwise required by law to preserve certain information

- 23-6. ELECTRONIC COMMUNICATION PRIVACY ACT (ECPA of 1986):** The Town's email and internet communications are not private and may be monitored.
- 23-7. EMAIL AS MUNICIPAL RECORD:** A professional demeanor must be adhered to at all times, similar to telephone use. How email differs from telephone use is that words said on the telephone are lost to the moment, whereas email software retains a permanent record of all messages sent. Emails should be considered as if each will be publicized and so a civic writing style should be developed. Temptations to concede to a casual style of communication should be avoided. Another way in which computer communication is unlike other styles of communication is that data is never truly deleted. Email can be subpoenaed and used in lawsuits. E-mails drafted at work or even at home may be regarded as a public record under certain circumstances per RSA 91-A.
- 23-8. NO PRESUMPTION OF PRIVACY:** Employee email communications are not private despite any such designation either by the sender or the recipient. Users shall have no expectation of privacy with respect to anything they create, store, send or receive in connection with their use of the Town's Communication Systems. Passwords and user IDs are designed to protect the Town's confidential, private and/or proprietary information from outside parties, not to provide users with personal privacy in the messages. All data in the Town's Systems may be accessed, monitored or reviewed by the Town even if the information has been deleted, or has been entered into the system on a "confidential" or "personal" basis. The Town reserves the right to disclose the contents of any such material for any purpose and to any person the Town's management deems appropriate. Employees who use their own equipment to connect to the Town from outside the Town premises or from home should know that any communications that are delivered to or sent through the Town's Communication Systems may leave copies behind on the Town system, and are subject to all of the terms and provisions of this policy. Employees should also be aware that system-wide back-ups are routinely made, meaning that deleted messages may be recovered and reviewed. If employees wish to communicate privately, do not use the Town's Communication Systems.
- 23-9. N.H. RIGHT TO KNOW LAW:** New Hampshire's Right to Know Law (RSA 91-A) is founded on the principle that "openness in the conduct of public business is essential to a democratic society." This ensures the greatest possible public access to the actions, discussions, and records of all public bodies, and their ensuing accountability to the people. These laws include email and other computer communications.

The Town expects that emails shall be composed in a manner consistent with other public communications representing the Town. Employees must also avoid discussing public business in chat rooms, personal email, social or professional networking websites, or any private forum.

**23-10. FORWARDING:** It is important not to forward confidential communication, such as discussions with the Town's Attorney(s) over email. The accidental or purposeful forwarding of this message could destroy attorney/client privilege. Any email can be forwarded, so it is important not to communicate in a way which could be disconcerting at a later point in time for the writer.

**23-11. INAPPROPRIATE COMMUNICATIONS:** Materials which are fraudulent, harassing, embarrassing, sexually explicit or offensive (including subjectively offensive), profane, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate may not be sent via email from Town Offices or viewed or displayed via the internet on the Town network. Any such violation shall result in disciplinary action, up to and including termination.

**23-12. PERSONAL USE OF TOWN COMPUTERS:** Short personal emails during the workday that are not otherwise in violation of Town policy or applicable law are acceptable. This is similar to personal telephone use. It is expected that staff will limit their personal email use to those situations which cannot otherwise be handled during nonworking hours, such as during lunch. The Town reserves the right to limit or withdraw the right to use Town computers by Town employees at any time, for any reason. As with personal email and phone calls, short duration personal use of Internet is permitted to the extent it does not otherwise violate this policy or interfere with work performance or productivity. This personal use is limited to said employee's work station.

**23-13. PROHIBITED USES AND SOCIAL MEDIA/INTERNET USE:** Employees may not use Town computers, e-mail systems, and Internet access accounts for personal reasons except as noted herein. Employees that browse Internet web sites should please be aware that their activities may be monitored, without prior notice and without any advance warning apart from this policy. Internet access will be authorized to employees who have a need for this business tool at the discretion of their respective Department Head. The employee who has access to the Internet should be aware that a transaction log is kept of all internet sites visited by each employee. These logs may be reviewed to identify inappropriate use of the internet. In order to protect the Town of Lee's computer resources, downloading non-work related software is prohibited. Further, the Town prohibits certain activities, which are not appropriate in a professional business environment. While it is impossible to list every type of activity that would be considered an improper use of the Town's Communication Systems and is therefore prohibited, the following is a non-exhaustive list of specific examples of activities that are not permitted.

- Use in violation of any other Town policy;
- Downloading software, songs, movies;
- Utilizing bandwidth-intensive Internet-based services such as music/MP3 sites and video;
- Using the Town's computer resources for any unlawful purpose or to store or transmit unlawful material. Examples of unlawful materials include child pornography, libelous and defamatory material, including material that disparages members of the public, Town Board members, officials, employees or Town vendors, and copyrighted, trademarked,

and other proprietary or confidential material used without proper authorization from the owner of the rights thereto;

- Transmitting, retrieving, downloading, printing or storing messages or images that are offensive, derogatory, off-color, sexual in content, or otherwise inappropriate in a business environment;
- Using the Town's computer resources to harass other employees or members of the public, including making remarks regarding age, marital status, race, creed, sex, genetic information, color, national origin, physical or mental disability status or sexual orientation, or other protected classification in violation of the Town's Anti-Harassment Policy, including making remarks which are derogatory or defamatory toward any person; making remarks that could be construed as harassment, including sexual harassment;
- Using threatening, obscene or abusive language in connection with the use of the Town's computer system;
- Disclosure of an individual's personal information without appropriate authorization;
- Transmission of confidential or sensitive employee health-related or genetic information, to anyone unauthorized to access that information;
- Forwarding of email from legal counsel or the contents of that mail, to individuals outside of the Town without the express authorization of counsel;
- Using the Town's computer resources to pursue a business not part of the general business of the Town;
- Gambling or wagering;
- Storing or transmitting programs containing viruses, worms, Trojan horses, or tools to compromise the security of the Town or other sites with the exception of materials used in the course of the Town's business;
- Discussing the Town's confidential or proprietary information on any part of the computer system that is publicly accessible. Transmitting to any third person the Town's confidential or proprietary information without written permission from the Town. Employees may not communicate information about the Town's business anonymously online. This includes participation in chat rooms, bulletin boards, email discussions, personal websites, social media websites, and web logs (BLOGS).

The Town recognizes the growing use of blogs, social networking and media sites for communication and dissemination of information, i.e. Facebook, Twitter, LinkedIn, etc. It also recognizes the growing use by Town Departments of these as an opportunity to communicate and take public input. Improper use may lead to disciplinary action as outlined in section 23-16.

When posting on behalf of the Town to any website or social media website, employees are asked to follow the following guidelines:

1. Be relevant to your area of expertise
2. Do not be anonymous
3. Maintain professionalism, honesty and respect
4. Apply a "good judgment" test for every activity related to the Town: Could this be a breach of confidentiality or a violation of the Town's code of conduct? Is it negative commentary regarding the Town of Lee?

Exceptions to the above mentioned prohibited acts that are not otherwise in violation of Town policy or applicable law can only be granted by the Board of Selectmen.

**23-14. COPYRIGHTED MATERIALS:** The Town's Communication Systems cannot be used to illegally send or receive copyrighted materials, trade secrets, proprietary financial information, or other confidential information, without authorization from the proper authority. If an employee is uncertain about the nature of the information being sent, then that employee must obtain clarification.

**23-15. VIOLATIONS:** If an employee violates these policies, the following actions may be taken.

- A. The Town will limit the employee's administrative access to his system, such as the ability to install updates, or download programs and files.
- B. Any employee who violates this policy may be subject to discipline, from warning up to and including termination. Unlawful use may also result in referral for criminal prosecution.

DRAFT JEG072414

## CHAPTER

### FRAUD PREVENTION POLICY

#### 25-1. INTRODUCTION:

The Town of Lee recognizes the importance of protecting the municipality, its taxpayers, its employees and its assets against financial risks, operational breaches, and unethical activities. Therefore, the Board of Selectmen and management must clearly communicate the Fraud Prevention Policy to both internal and external customers, vendors and employees.

The Town recognizes a zero tolerance policy regarding fraud and corruption. All complaints raised by any source will be taken seriously and properly investigated. This policy covers all Town employees and officials. Additionally, this policy covers all vendors, agents and contractors and employees to the extent that any Town resources are involved or impacted.

Fraud is defined as an intentional deception, misappropriation of resources or the manipulation of data to the advantage or disadvantage of a person or entity. Some examples of fraud include:

- Falsification of expenses and invoices
- Theft of cash or fixed assets
- Alteration or falsification of records
- Failure to account for monies collected
- Knowingly providing false information on job applications
- Knowingly providing false information in requests for funding
- Using Town equipment, facilities, supplies or funds for purposes unrelated to Town business.
- Obtaining Town funds or compensation through dishonesty.

Corruption is defined as the offering, giving, soliciting or accepting of an inducement or reward that may improperly influence the action of a person or entity. Some examples of corruption include bribery, conspiracy and extortion.

The impact of fraud may include:

- The actual financial loss incurred
- Damage to the reputation of our town and our employees
- Negative publicity
- The cost of investigation
- Loss of employees
- Loss of public confidence
- Damaged relationships with our contractors and suppliers
- Litigation
- Damage to employee morale

## **25-2. PURPOSE:**

The purpose of this policy is to communicate the Town's policy regarding the deterrence and investigation of suspected fraud and corruption by employees and others, and to provide specific instructions regarding appropriate action in case of suspected violations.

## **25-3. RELATED POLICIES:**

This is a Town Policy which is designed to augment other Town policies and is not intended to replace or preclude them. Should an overlap arise between the application of this policy and any other policy, the policy most specific to the situation will apply.

## **25-4. REPORTING OF FRAUD OR CORRUPTION:**

Allegations and concerns about fraudulent or corrupt activity may come from various sources including employees, vendors, members of the public, results of internal or external audit reviews, or from any other interested parties.

All employees and officials have a duty to report concerns they have or information provided to them about the possible fraudulent or corrupt activity of any officer, employee, vendor or any other party with any association with the Town. Any person who has a reasonable basis for believing fraudulent or corrupt acts have occurred has a responsibility to report the suspected act immediately.

Concerns should be reported to one of the following, depending on the circumstances: the employee's Department Head, the Town Administrator or the Board of Selectmen. All reports will be taken seriously and will be investigated appropriately.

Retaliation and retribution will not be tolerated against any employee or officer who reports suspected fraudulent or corrupt activities. The Town also recognizes that false statements of fraud may have serious effects on innocent people. Employees found to have made false statements of fraud will be subject to disciplinary action including possible termination of employment.

## **25-5. POLICY AND RESPONSIBILITIES:**

Due to the important yet sensitive nature of the suspected violations, effective professional follow up is critical. Department Heads, while appropriately concerned about "getting to the bottom" of such issues, should not under any circumstance perform investigative or other follow up steps on their own. Concerned but uninformed employees represent one of the greatest threats to proper incident handling. All relevant matters, including suspected but unproved matters, should be referred immediately to those with follow up responsibility.

## **A. Additional Responsibilities of Department Heads**

All employees have a responsibility to report suspected violations. However, employees with supervisory and review responsibilities at any level have additional deterrence and detection duties. Specifically, personnel with review authority have three additional responsibilities.

- First, you must become aware of what can go wrong in your area of authority.
- Second, you must put into place and maintain effective monitoring, review and control procedures which will prevent acts of wrongdoing.
- Third, you must put into place and maintain effective monitoring, review and control procedures which will detect acts of wrongdoing promptly should prevention efforts fail.

Authority to carry out these additional responsibilities is often delegated to subordinates. However, accountability for their effectiveness cannot be delegated and will remain with Department Heads.

### **25-6. RESPONSIBILITY AND AUTHORITY FOR INVESTIGATION AND FOLLOW UP:**

The Town Administrator shall have the primary responsibility for all investigations involving the Town and all departments. Should the Town Administrator have a conflict of interest, the Police Chief shall have primary responsibility. Should the Police Chief have a conflict of interest, an appropriate replacement shall be appointed who may be a member of an outside investigatory agency such as the State Police or the Office of the State Attorney General. Such appointment shall be made by the Board of Selectmen.

### **25-7. INVESTIGATIVE TEAM:**

In cases where the Town Administrator does not have a conflict of interest, the Town Administrator shall be responsible for appointing an investigatory team, which shall in all cases include the Police Chief or his designee, if the Police Chief is the subject of the investigation. The Town Administrator may request the assistance of the Finance Officer in any investigation, including access to periodic examinations and evaluations of internal controls.

Subject to applicable laws, properly designated members of the investigative team will have:

- free and unrestricted access to all municipal records
- the authority to examine, copy and/or remove all or any portion of contents of files, desks, cabinets, and other storage facilities (whether in electronic or other form) without the prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of investigative or related follow up procedures

All investigations of alleged wrongdoing will be conducted in accordance with applicable laws and town procedures.



## **25-8. REPORTED INCIDENT FOLLOW UP PROCEDURES:**

Care must be taken in the follow up of suspected fraud and corruption to avoid acting on incorrect or unsupported accusations, to avoid alerting suspected individuals that follow up and investigation is underway, and to avoid making statements which could adversely affect the town, an employee, or other parties. Investigative or other follow up activity will be carried out without regards to the suspected individual's, position or level, or relationship with the municipality.

Accordingly, the general procedures for follow up and investigation of reported incidents are as follows:

- Employees and others who discover, suspect, or are informed of fraudulent or corrupt activity must immediately report all factual details to their Department Head and/or Town Administrator.
- Any Department Head made aware of an incident or activity by any individual shall immediately communicate the reported activity or incident to the Town Administrator.
- The Town Administrator has the responsibility for follow up on all reports and, if appropriate, ordering investigation of all reported incidents.
- All records related to the reported incident will be retained wherever they reside.
- Except when warranted as part of the investigation, no individuals involved in the investigation shall communicate with the suspected individuals or organizations about the matter under investigation
- The Town Administrator will also notify the Auditors, if necessary.
- The Town Administrator may also obtain legal advice at any time throughout the course of an investigation or other follow up activity on any matter related to the report, investigation steps, proposed disciplinary action or any anticipated litigation.
- Except as determined by the Town Administrator when in the best interest of the Town, neither the existence nor the results of investigations or other follow up activity will be disclosed or discussed with anyone other than those persons who have a legitimate need to know in order to perform their duties and responsibilities effectively.
- All inquiries from an attorney or any other contacts from outside of the municipal government, including those from other law enforcement agencies or from the employee under investigation, should be referred to the Town Administrator.

## **25-9. CORRECTIVE ACTION:**

Final determination regarding action against an employee, vendor, recipient or other person found to have committed fraud or corruption will be made by the the Board of Selectmen.

Offenders at all levels of the Town will be treated equally as the facts warrant regardless of their position or years of service with the Town. Determinations will be made based on a finding of facts in each case, actual or potential damage to the Town, cooperation by the offender and legal requirements.

Depending on the seriousness of the offense and the facts of each individual case, action against an employee can range from written reprimand and a probationary period up to termination and pursuit of legal action – either civil or criminal.

Depending on the seriousness of the offense and the facts of each individual case, action against non-employees, will be termination of contracts up to pursuit of legal action—either civil or criminal.

Upon conclusion of an investigation, recommendations may be made to the Town Administrator and appropriate Department Head where required in order to minimize future risk. Management is responsible for implementing the appropriate controls to prevent reoccurrence.

The Town will pursue recovery of monetary losses when appropriate.

**25-10. QUESTIONS OR CLARIFICATIONS RELATED TO THIS POLICY:**

All questions or other clarifications of this policy should be addressed to the Town Administrator, who shall be responsible for the administration, revision, interpretation, and application of this policy.

DRAFT JEG072414

## 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. 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 this Manual.

- I understand that it is my obligation to read the Personnel Policies and Procedures Manual. I understand that the policies described in this Manual are subject to change at the Town's sole discretion at any time.
- I acknowledge that I have the right to terminate my employment with the Town at any time without notice. In turn, I acknowledge that the Town has the right to terminate my employment in its sole discretion, subject to any statutory or federal or state constitutional requirements.
- I am aware that the descriptions of benefits in this Manual are not contractual in nature and do not guarantee any continuance of said benefits.
- I am aware that during the course of my employment, confidential information may be made available to me. I understand that this confidential information must not be given out or used outside of Town premises or with non-Town employees, except as required by law.
- I understand that my signature below indicates that I have read and understand the above statements.
- I have received a copy of Personnel Policies and Procedures Manual.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name **(please print)**

\_\_\_\_\_  
Employee Signature